OSHAWA POWER

Conditions of Service

Version 2.1 - Effective November 28, 2024

Oshawa Power
100 Simcoe St. S
Oshawa, ON L1H 7M7

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Preface

The Distribution System Code (DSC) is a code of conduct for electricity distributors licenced by the Ontario Energy Board (OEB) to operate within defined areas of the province. Oshawa Power and Utilities Corporation Networks Inc. (hereinafter "Oshawa Power") is such a distributor. The DSC requires that Oshawa Power produce its own "Conditions of Service" document. The purpose of this document is to provide a means of communicating the types and level of service available to customers within Oshawa Power's service area. The DSC requires that the Conditions of Service be readily available for review by the general public. In addition, the most recent version of the document must be provided to the OEB, who in turn will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the customer and Oshawa Power.

The DSC provides a template which outlines the minimum requirements for the content of these Conditions of Service. The form and layout of the Conditions of Service are as required by the OEB.

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

The **General section** (section 2) contains references to services and requirements that span across all customer classes. This section covers such items as connections, disconnection, conveyance of electricity, tariffs and charges, and customer information.

The **Customer Specific section** (section 3) contains references to services and requirements that are specific to individual customer classes. This section covers such items as metering, service entrance requirements, delineation of ownership, special contracts, etc.

The **Appendices** provide additional information on demarcation points, rates and specific service charges. The current version of the Conditions of Service can be downloaded from: https://www.oshawapower.ca/

Revision History

Version	Description	Date
1.0	Original Document	January 1, 2003
2.0	Substantial Update to Entire Document	October 1, 2024
2.1	Addition of Appendix C: Electric Vehicle Supply Equipment (EVSE) Connections Requirements	November 28, 2024

1. INTRODUCTION

1.1 IDENTIFICATION OF DISTRIBUTOR AND SERVICE AREA

Oshawa Power is a Corporation incorporated under the laws of the Province of Ontario to distribute electricity to customers within its licensed service area, which generally includes the City of Oshawa. Please refer to Schedule 1 of Oshawa Power's electricity distribution licence ED-2002-0560, issued on February 9, 2023 and valid until February 8, 2043, for a detailed description of Oshawa Power's service area.

Oshawa Power may only operate distribution facilities within its service area as defined in its licence. Note that due to development activity, additions to the service area are made from time to time and is subject to change with the OEB's approval.

Additionally, there are requirements imposed on Oshawa Power by the various codes referred to in the licence and by the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998*.

These Conditions of Service describe Oshawa Power's operating practices and connection policies and set out the terms and conditions upon which Oshawa Power offers, and the customer accepts distribution services.

Nothing contained in these Conditions of Service or in any contract for the supply of electricity by Oshawa Power will prejudice or affect any rights, privileges, or powers vested in Oshawa Power by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations thereunder.

1.2 RELATED CODES AND GOVERNING LAWS

The supply of electricity or related services by Oshawa Power to any customer will be subject to various laws, regulations and codes, including but not limited to, applicable provisions of the latest editions of the following and regulations thereunder:

1) Electricity and Gas Inspection Act
2) Electricity Act
3) Ontario Energy Board Act
4) Occupational Health and Safety Act
5) Municipal Freedom of Information and Protection of Privacy Act
6) Accessibility for Ontarians with Disabilities Act
7) Ontario Electrical Safety Code
8) the Licence
9) Affiliate Relationships Code
10) Transmission System Code
11) Distribution System Code
12) Retail Settlement Code
13) Standard Supply Service Code
14) Electricity Retailers Code of Conduct

In the event of a conflict between this document and Oshawa Power's distribution licence, or any of the codes, Acts or regulations listed above, the licence, code or Act listed above shall prevail in the order of priority indicated above. In the event of a conflict between these Conditions of Service and a Connection Agreement with a customer and Oshawa Power, these 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. For example, the requirements of the Ontario Electrical Safety

Authority (ESA) may govern electrical work on private property and certain elements of work on the public roadway and utility lines.

Without limiting the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA); O. Reg. 213/91: Construction Projects under the OHSA; the Electrical Utility Safety Rules published by the Infrastructure Health and Safety Association (IHSA); and applicable traffic safety and control requirements.

1.3 INTERPRETATION

Capitalized terms not defined in these Conditions of Service shall have the same meaning as those used in the DSC. In general, defined words are capitalized for convenience.

Unless the context otherwise requires:

- Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions.
- Words referring to the singular include the plural and vice versa, and words referring to a gender include all genders.
- A reference to a document includes any amendment or supplement to, or any replacement of, that document.
- An event that is required to occur on or by a stipulated day which is a holiday may occur on or by the next business day.

1.4 AMENDMENTS AND CHANGES

The provisions of these Conditions of Service and any amendments made from time to time shall form part of any contract made between Oshawa Power and any connected customer, retailer or generator. These Conditions of Service supersedes all previous conditions of service, oral or written, of Oshawa Power or any of its predecessors as of its effective date.

In the event of changes to these Conditions of Service, Oshawa Power may issue a notice on, or with the customer's bill or on Oshawa Power's website. The public notice will include a proposed timeline for implementation of the new Conditions of Service and a means by which public comment may be provided.

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

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

The current version of the Conditions of Service can be downloaded from: https://www.oshawapower.ca/

1.5 CONTACT INFORMATION

Oshawa Power's contact information is outlined below.

Address: 100 Simcoe Street South, Oshawa, Ontario L1H 7M7
Telephone No.: 905-723-4623
Fax: 905-743-5222
General Inquiries Email: contactus@oshawapower.ca
Connection Inquiries Email: connections@oshawapower.ca
Normal Business Hours: Monday to Friday, 8:30 a.m. - 4:30 p.m.
Emergency Contact Number for After Business Hours and Weekends/Holidays: 905-723-4623
Online: https://www.oshawapower.ca/

1.6 CUSTOMER RIGHTS

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

a) Oshawa Power in providing distribution services to the customer;
b) the customer in being connected to Oshawa Power's distribution system, or
c) Oshawa Power or the customer in meeting their respective obligations their respective under these Conditions of Service, their licences and any other applicable law.

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

The customer shall indemnify and hold harmless Oshawa Power, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of an embedded generation facility or other electrical apparatus by or on behalf of the customer. Oshawa Power shall assume no risk nor be liable for damages arising from the presence of its equipment on customer's property.

Oshawa Power may consider reasons to refuse to connect, or refuse to continue to connect a customer. If Oshawa Power refuses to connect a building, it shall inform the developer or generator requesting the connection of the reason(s) for not connecting, and where Oshawa Power is able to provide a remedy, make an offer to connect. If Oshawa Power is unable to provide a remedy to resolve the issue, it is the responsibility of the developer or generator to do so before a connection may be made.

Oshawa Power distribution system facilities and equipment located on the customer's premises are in the care of and at the risk of the customer. If Oshawa Power distribution system facilities and equipment is damaged or destroyed by fire, or by any cause other than ordinary wear and tear, the customer will pay Oshawa Power the value of the Oshawa Power distribution system facilities and equipment or the cost of repairing or replacing same, whichever Oshawa Power chooses at its sole discretion.

If an account is opened in more than one person's name, all those named are deemed to be the customer and are jointly and severally responsible for compliance with these Conditions of Service, and for the payment of rates and charges in accordance with same.

1.7 OSHAWA POWER RIGHTS

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

1.7.1 GENERAL CUSTOMER RESPONSIBILITIES

Oshawa Power shall have access to customer's property in accordance with section 40 of the Electricity Act, and Oshawa Power employees and its authorized agents may enter the customer's property at any time to:

1. install, inspect, read, calibrate, maintain, repair, alter, remove or replace all or any part of a meter installation;
2. inspect, maintain, repair, alter, remove, replace or disconnect wires or other facilities used to transmit or Distribute electricity;
3. inspect, maintain, repair, alter, remove and replace distribution system, such as sentinel lights; and/or
4. perform switching operations, or interrupt the customer's supply, to maintain or improve the supply system or to provide new or upgraded services to other customers.

Customers shall permit, provide and maintain unobstructed access for Oshawa Power's employees and agents to Oshawa Power's equipment that is located on the customer's property. Commercial, institutional and industrial electrical rooms are to have direct, grade level, external access. If Oshawa Power's equipment is located inside the customer's premises, customers will provide Oshawa Power with key access upon request. Oshawa Power written approval is needed for any exceptions to this requirement. If the equipment is inaccessible, Oshawa Power may require customers to relocate it to an accessible location, at the customer's expense.

Oshawa Power's employees and agents will exercise reasonable care to limit damage to the customer's property that might occur as a result of accessing its equipment for maintenance and repair activities. In so far as is practicable, Oshawa Power will restore the property to its original condition, and provide compensation for any damages caused by the entry. However, if unobstructed access is not adequately provided to Oshawa Power's equipment, Oshawa Power will not be responsible to repair or replace landscaping features, asphalt or paved areas or structures that might be disturbed in the course of making repairs to its equipment on the customer's property.

1.7.2 SAFETY OF EQUIPMENT

The customer shall comply with the Ontario Electrical Safety Code (OESC) to ensure that equipment is installed, properly identified and connected for metering and operation purposes, and will take whatever steps necessary to correct any deficiencies in a timely fashion. If the customer does not take such action within a reasonable time, Oshawa Power may disconnect the supply of power to the customer.

For high voltage connections, Oshawa Power's may identify and impose additional requirements to those under the OESC during the consultation phase up to the operational demarcation point, see Appendix A.

The customer is also responsible for maintaining its property in a condition that is safe and that does not inhibit the operation or threaten the integrity or reliability of equipment or infrastructure owned by the customer or Oshawa Power. 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 Oshawa Power, interfere with the proper and safe operation of Oshawa Power's facilities or adversely affect compliance with any applicable legislation in the sole opinion of Oshawa Power.

Oshawa Power will report to the ESA any unattended or uncorrected electrical deficiencies of substandard clearances involving customer-owned equipment which may come to its attention through the normal course of Oshawa Power's business. Where in the opinion of Oshawa Power, the deficiency or substandard clearance is of a nature to constitute an immediate threat to Oshawa Power's equipment or distribution system, or to public safety, Oshawa Power reserves the right to disconnect the service or otherwise remove the threat without prior notice. Oshawa Power will not be liable to the customer for any damages arising as a result thereof. Oshawa Power's policies and procedures with respect to the disconnection process are further described in these Conditions of Service.

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

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

1.7.3 OPERATING CONTROL

The customer will provide a convenient and safe place, satisfactory to Oshawa Power, for installing, maintaining and operating its equipment in, on, or about the customer's premises. Oshawa 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 or willful misconduct of any Persons over whom Oshawa Power has no control.

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

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

The physical location on a customer's premises where a distributor's responsibility for operation control of equipment is defined in the DSC as the operational demarcation point. The operational demarcation point for different customer classes and connection types is generally defined in Appendix A. Oshawa Power may in its sole right define the operational demarcation point for unique connections at the time the connection is made and will endeavour to identify that point by suitable signage on the equipment itself.

1.7.4 REPAIRS OF DEFECTIVE CUSTOMER ELECTRICAL EQUIPMENT

The customer is responsible for providing, inspecting, maintaining, repairing and replacing, in a safe condition satisfactory to Oshawa Power, all equipment and infrastructure that is owned by the customer on private property or in the public road allowance for non-metered and metered connections. Equipment and infrastructure include but is not limited to transformers, cable, switches, poles, fences, gates, duct banks, conduits, cable chambers, cable pull rooms, transformer rooms, transformer vaults, transformer pads, tap boxes, handwells, service masts, and junction boxes.

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

1.7.5 REPAIRS OF CUSTOMER'S PHYSICAL STRUCTURES

Depending on the ownership demarcation point, the customer must use an Oshawa Power approved contractor and the customer is responsible for providing, maintaining, repairing and replacing, in a location and condition satisfactory to Oshawa Power all of the civil infrastructure on private property that Oshawa Power deems necessary to supply electrical service to the customer. This will include but is not limited to underground duct banks, cable chambers, cable pull rooms, transformer rooms, transformer vaults, transformer pads, tap boxes, hand wells, and junction boxes to house Oshawa Power's connection equipment.

The customer is also responsible for maintaining its property in a condition that is safe and that does not inhibit the operation or threaten the integrity or reliability of equipment or infrastructure owned by the customer or Oshawa Power. The customer's responsibility to maintain its property includes, but is not limited to, clearing vegetation, keeping storm drains clear and drainage systems fully functional, removing debris, maintaining operational and electrical clearances, and maintaining proper grading and surfaces.

If the customer does not inspect, maintain, repair, or replace its equipment, infrastructure, and property as required, Oshawa Power may disconnect the supply of electricity to the customer.

The customer will inspect its civil infrastructures at regular intervals and where structural defects are noted, will make appropriate repairs as required. Where structural defects to customer-owned civil infrastructures are identified as a result of Oshawa Power's inspections, Oshawa Power will notify the customer and provide a reasonable amount of time for the customer to correct the defects. If the customer does not make corrections within a reasonable time, Oshawa Power may carry out the repairs at the customer's expense. In so doing, Oshawa Power will not be liable to the customer for any damages other than any damages caused by the entry that cannot be repaired.

1.7.6 AUTOMATIC RECLOSING EQUIPMENT

Oshawa Power installs the facilities for the automatic reclosing of its circuit breakers in order to safeguard and protect its electrical distribution system. Oshawa Power may change the reclosing time of these reclosing facilities to meet electrical distribution system conditions without notice and on an as necessary basis. The customer will be responsible for providing, at their expense:

- Adequate protective equipment for any customer-owned electrical apparatus and equipment which may be adversely affected by reclosing facilities; and
- Such equipment as may be required for the proper reconnection of any customer-owned electrical apparatus and equipment, without adversely affecting the proper functioning of the reclosing facilities.

1.7.7 PREVENTATIVE MAINTENANCE PROGRAMS

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

1.7.7.1 Tree Trimming

Oshawa Power will:

- Regularly trim tree and shrub growth away from its overhead system wires and equipment on a cyclical basis; and
- Trim around all secondary services from the road allowance at no cost.

Customers are asked to call Oshawa Power regarding any trees/shrubs that appear to be interfering with a power line. Oshawa Power's staff will investigate and conduct any necessary pruning.

Customers are responsible for all initial tree trimming for all new overhead lines that will be located on private property. Customers are also responsible for continuing tree trimming and, where necessary, required to contact Oshawa Power to request and pay for the disconnection and reconnection of the electricity supply prior to performing work. Clearances must conform to the OESC. If the customer does not maintain clearances as required, Oshawa Power may disconnect the supply of electricity to the customer.

If a customer builds a distribution system where ownership is to be transferred to Oshawa Power upon connection, clearance must conform to Oshawa Power standards. Oshawa Power strongly recommends that the customer hire a certified utility arborist or a qualified electrical contractor for this work.

1.7.7.2 Underground Cable Locating

A customer who requires Oshawa Power to locate underground powerlines owned by Oshawa Power shall call Ontario One Call to request a location of underground powerlines. Oshawa Power or an authorized representative shall locate Oshawa Power's underground powerlines or other equipment up to the demarcation point at no charge to the customer. If Oshawa Power is unable to locate an underground cable, Oshawa Power will provide a service disconnection and reconnection during normal working hours at the expense of the customer. If isolation is not practical, then charges may apply for an Oshawa Power representative to stand by during the customer's work.

1.7.7.3 Planned Interruptions

From time to time Oshawa Power will find it necessary to interrupt the electrical supply to customers, to allow for the performance of work on its electrical system or to prevent electrical hazard to others. Oshawa Power will minimize such interruptions as much as practical. When interruptions are necessary, reasonable notice will be provided, and where practical, arrangements may be made with the customer to minimize any inconvenience.

Notice is not required when work is done on an emergency basis involving risk of personal injury or damage to equipment or property.

1.7.7.4 Customer Isolations

The customer has the right to have the electric service to their premises disconnected for the purpose of maintenance or upgrade/modifications through a proper request to Oshawa Power so long as Oshawa Power is given sufficient notice.

- Secondary Isolations (600 Volts and Below): Customers will receive one free power interruption per calendar year during normal working hours. Charges will apply at all other times or for additional request. For the period of the isolation, the customer shall continue to pay all fixed monthly charges applicable to the service.

- Primary Isolations (Above 600 Volts): Oshawa Power will provide isolation for all high voltage supplied customers requesting disconnection from Oshawa Power's high voltage supply.

Customers and/or contractors requesting a scheduled outage will be charged based on actual cost incurred. Standard rates will apply during normal scheduling hours and overtime rates will apply outside of normal scheduling hours and Holidays. Normal business hours for isolations are weekdays, Monday to Friday, between 8:00 a.m. to 2:00 p.m.

Isolation requests are subject to Oshawa Power's availability. Submitting a request does not guarantee an appointment. Once the request and required items are received by Oshawa Power, an Oshawa Power representative will contact the customer to review the details such as scope, estimated cost and confirm the appointment date and time.

In scheduling an outage, the customer or contractor must be aware of the following conditions:

1. A valid ESA connection authorization is required to reconnect a customer which has been disconnected via a scheduled outage;
2. The ESA requires the contractor to obtain an Application for Inspection prior to the scheduled inspection;
3. A dedicated Oshawa Power crew will be assigned to the scheduled outage. Arrangements can be made to have this crew stay at the project location, however, extra service costs will be applicable and charged to the customer;
4. For maintenance isolations, a minimum of two weeks' notice is recommended to schedule an outage. Longer lead times may apply for non-maintenance work (i.e. upgrading or changing customer-owned equipment).
5. The customer/contractor is responsible to operate customer-owned equipment. Oshawa Power will not operate customer-owned equipment;
6. The customer/contractor is responsible to inspect and clean primary metering unit(s) where applicable;
7. If the customer/contractor is cancelling the scheduled outage, the customer/contractor must advise Oshawa Power prior to the outage with a minimum of two business days' notice;
8. The customer/contractor is responsible for providing their grounds.

Upon completion of the work, it is imperative that the contractor be on site at the scheduled time and coordinates their work activity to minimize any delays in restoration of power.

1.7.8 SAFETY

Oshawa Power has a comprehensive set of safety policies and work practices that its staff are required to comply with in the performance of their work. These policies and practices may limit Oshawa Power's response to customer trouble calls under adverse weather conditions. Oshawa Power reserves the right, in its sole discretion, to suspend repairs to its system until safe working conditions for its staff can be assured.

1.7.9 OWNERSHIP OF DISTRIBUTION TRANSFORMERS

Except in the case of legacy arrangements under which the customer owns its transformation facilities and is receiving a transformer ownership allowance:

- Oshawa Power shall maintain ownership of all distribution voltage transformers with the high voltage rating of 13.8 kilovolts (kV) and below regardless of location.

- Oshawa Power will not own transformers located in customer-owned substations with the high voltage rating of 44 kV.

1.7.10 NUMBER OF SERVICES TO A PROPERTY

In general, and as more particularly discussed in the section 3 of these Conditions of Service, Oshawa Power will allow only one service to a property. For definition purposes a property is a single parcel of land that has been approved by the Municipality's Building Department and that has one municipal address. This applies to both new services and those being considered for upgrade by the customer. In circumstances where more than one service is installed to a single property and any of the services are to be upgraded, the upgraded service will replace all of the existing services.

At the sole discretion of Oshawa Power, the following exceptions may be considered where more than one service may be allowed to a property:

- Large industrial properties where the provision of only one service may be impractical due to the size of the property and /or the distance between facilities located on the property,
- Commercial, industrial and institutional properties where a second service from another supply point may be required to provide the property an alternative supply rather than a radial supply.

1.7.11 ABILITY TO TRANSFER ARREARS FROM ONE ACCOUNT TO ANOTHER

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

1.7.12 MISCELLANEOUS

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

1.7.13 ACCURACY OF INFORMATION

To provide customer service, deliver and/or supply energy, manage customer accounts, assess credit history and determine the need for a security deposit, Oshawa Power may require certain information from the customer, including, but not limited to, the customer's credit report, driver's licence, property tax bill, purchase or lease agreements, articles of incorporation and/or business registration. Customers must provide Oshawa Power with information that is true, complete and correct. Oshawa Power may verify the accuracy of all information provided and, if required, may obtain additional credit information from a consumer reporting agency. If Oshawa Power is unable to establish the identity of the customer based upon the information provided, Oshawa Power may disconnect or deny service to the customer.

1.7.14 REGISTRATION / DEREGISTRATION AS A WHOLESALE MARKET PARTICIPANT

Customers who wish to register or de-register with the Independent Electricity System Operator (IESO) as a wholesale market participant must provide Oshawa Power with written notification and complete the necessary documentation at least 60 days in advance. Embedded wholesale market participants are required to enter into Connection Agreements with Oshawa Power and provide all required operating schedules. Embedded wholesale market participants are responsible for the ownership, installation and maintenance of the meter, as well as for contracting the services of a registered meter service provider.

1.8 DISPUTES

In the event that a dispute occurs, customers are encouraged first to contact the employee or person at Oshawa Power who provided the service to try to resolve the dispute directly. If no resolution is obtained, customers should call the Oshawa Power customer care centre at 905-723-4623. If the customer care representative cannot resolve the dispute, an internal process will be launched to escalate the complaint to an appropriate level within Oshawa Power.

In the event that Oshawa Power cannot resolve the issue, the customer may submit a formal written complaint. A formal written complaint will be recorded and acted on in accordance with section 16 of Oshawa Power's distribution licence. For the purpose of formal complaint record keeping, a complaint must:

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

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

Oshawa Power is not responsible for handling complaints directed to retailers. For those complaints, customers may speak to their retailer or the OEB.

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

- Name and address of the customer;
- A description of the nature of the complaint including a copy of the written complaint;
- A description of the remedial action taken; and

A copy of any correspondence received and/or sent with respect to each specific complaint.

1.9 FORCE MAJEURE

Other than for any amounts due and payable by the customer to Oshawa Power or by Oshawa Power to the customer, neither Oshawa Power nor the customer shall be deemed to have committed an event of default in respect of any obligation under these Conditions of Service if prevented from performing that obligation, in whole or in part, because of a Force Majeure Event.

Oshawa Power shall not be liable for any delay or failure in the performance of any of its obligations under these Conditions of Service due to any Force Majeure Event.

If a Force Majeure Event prevents either party from performing any of its obligations under these Conditions of Service, that party shall:

1. other than for Force Majeure Events related to Acts of God, promptly notify the other party of the Force Majeure Event and a good faith assessment of the effect that the event will have on the former party's ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practical;
2. not be entitled to suspend performance of any of its obligations under these Conditions of Service to any greater extent or for any longer time than the Force Majeure Event requires it to do;
3. use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
4. keep the other party continually informed of its efforts; and
5. other than for Force Majeure Events related to Acts of God, provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event.

If the Force Majeure Event is a strike, lockout or other labour dispute involving Oshawa Power's employees or authorized agents, Oshawa Power shall be entitled to discharge its obligations to notify its customers in writing by means of placing a notice in the local newspaper, and, notwithstanding (3) above, the settlement of any strike, lockout or labour dispute involving Oshawa Power's employees or authorized agents shall be within the sole discretion of Oshawa Power or its authorized agents, none of whom shall be under any of the obligations in (3) above.

2. DISTRIBUTION ACTIVITIES (GENERAL)

2.1 CONNECTIONS

Under section 28 of the Electricity Act, Oshawa Power has the obligation to either connect or to make an offer to connect any building that lies along any of the lines of Oshawa Power's distribution system. Further information about requirements for connecting Electric Vehicle Supply Equipment (EVSE) is available in Appendix C.

Further to section 3.1.4 of the DSC, Oshawa Power defines a basic connection for a residential customer, based on a 120/240V service size less than 200 amperes (A) to include the supply and installation of overhead distribution transformation capacity, or an equivalent credit for transformation equipment and up to 30m of overhead conductor, or an equivalent credit for underground secondary service cable.

Oshawa Power will not energize nor will it assume ownership of secondary cables that have been installed in the ground but not energized for a period of five years or more.

Required Information

The customer or its authorized representative shall consult with Oshawa Power concerning the availability of supply, supply voltage, service location, metering and any other details. These requirements are separate from and in addition to those of the ESA. Oshawa Power will complete a confirmation of characteristics of electric supply/offer to connect and will designate the location of the supply point and metering equipment to the customer and identify the ownership demarcation points.

The customer or its authorized representative shall apply for new, upgraded or temporary electric service in writing by submitting a completed 'Upgrade/New Construction Request Form'. This form is available on Oshawa Power's website at https://www.oshawapower.ca/contractors-corner/service-request-application-form/. The customer is required to provide Oshawa Power with sufficient information and lead time in order to ensure:

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

Connection Agreement

Oshawa Power in its discretion may require a customer, generator or embedded distributor to enter into a Connection Agreement with Oshawa Power including terms and conditions in addition to those expressed in the Conditions of Service document and as provided for in the DSC.

In addition to any other requirements herein, the supply of electricity is conditional upon Oshawa Power being permitted and able to provide such distribution services, obtaining the necessary apparatus and material, and constructing works to provide the same. Should Oshawa Power not be permitted or technically incapable of doing so, it is under no responsibility to the customer whatsoever and the customer releases Oshawa Power from any liability in respect thereto.

2.1.1 BUILDING THAT LIES ALONG

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

Under the terms of the DSC, Oshawa Power has the obligation to connect (under section 28 of the Electricity Act) a building or facility that "lies along" its distribution line, provided:

a) the building can be connected to Oshawa Power's distribution system without an expansion or enhancement to Oshawa Power's distribution system; and,

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

2.1.1.1 Basic Connection Allowance

As noted above, Oshawa Power provides its residential customers with a basic connection allowance, which is the equivalent cost to supply and install overhead transformation capacity and 30m of overhead secondary conductor, for a 120/240V, ≤ 200A residential service.

Any connection requirements beyond the basic connection allowance shall be subject to a variable connection charge, calculated as the difference between actual costs and the basic connection allowance. For a quote, including situations not covered here, contact Customer Service (see section 1.5 of these Conditions of Service).

2.1.2 EXPANSIONS / OFFER TO CONNECT

If an expansion to Oshawa Power's distribution system is needed in order to connect a customer who requests connection, Oshawa Power will make an offer to connect in accordance with the DSC to construct the expansion and to charge the customer, unless the customer has been denied connection for the reasons specified in the Conditions of Service document, section 2.1.3.

2.1.2.1 Offer to Connect

In the offer to connect, Oshawa Power will detail the scope of the work, which items are subject to alternative bid, associated fees and the requirements to undertake the work related to the expansion.

2.1.2.2 Economic Evaluation Model

Oshawa Power will perform an economic evaluation for distribution system expansion to determine whether the future revenue from the customer will recover for the capital and ongoing maintenance cost of the expansion project. (Refer to methodology and assumptions in the DSC, Appendix B).

Oshawa Power will complete an economic evaluation and if the net present value over the revenue horizon period (including the effect of taxes) is positive, no capital contribution will be required from the customer. If the net present value over the revenue horizon period (including the effect of taxes) is negative, a capital contribution will be required from the customer. Oshawa Power will still require the customer to post security as outlined in the offer to connect.

2.1.2.3 Alternative Bid

Oshawa Power is required by the DSC to allow customers to seek an alternative bid for the work that is eligible for alternative bid. This applies to the construction of new distribution facilities where a capital contribution is required and the construction does not involve physical contact with the distributor's existing distribution system.

At the same time that an offer to connect is issued to the customer, Oshawa Power will issue an "alternative bid" which outlines the requirements and associated fees should the customer choose to proceed with an alternative bid for the "contestable works" as outlined in the offer to connect.

If the customer chooses to utilize an alternative bid, the customer shall only use qualified contractors for the work that is eligible for alternative bid provided that the customer agrees to transfer the expansion facilities that are constructed under the alternative bid option to Oshawa Power upon completion.

2.1.2.4 Transfer Price for Work that is Eligible for Alternative Bid

The transfer price for the expansion work that is eligible for alternative bid shall be the lower of the cost to the customer ("Customer's Cost") to construct the expansion facilities or the amount set out in the initial offer to connect to do the expansion work that is eligible for alternative bid. The customer's cost shall mean:

a) The costs the customer paid to have the eligible alternative bid expansion work performed, as supported by evidence satisfactory to Oshawa Power; and

b) Any costs incurred by Oshawa Power and charged to the customer as a result of the customer selecting to perform expansion work using an alternative bid.

For greater clarity, the cost referred to in (a) does not include any costs associated with completing connection work as identified in the offer to connect.

If the customer does not provide the cost to construct the expansion facilities as referred to in (a), to Oshawa Power within 30 days of the expansion facilities being energized, then the amount of the transfer price shall be the amount set out in the initial offer to connect to do expansion the work that is eligible for alternative bid.

Oshawa Power will assume ownership of the facilities as of the date that the facilities were energized unless otherwise specified in the offer to connect.

If the offer to connect is a firm offer and the customer has exercised the alternative bid option, Oshawa Power will carry out a final economic evaluation once the expansion facilities are energized. The final economic evaluation will be based on the amounts used in the firm offer for costs and forecasted revenues, plus any transfer price to be paid to the customer. If the required capital contribution amount from the final economic evaluation differs from the required capital contribution amount from the initial economic evaluation, the customer will be responsible for the final capital contribution and not the initial capital contribution. Oshawa Power and the customer shall arrange to settle any amounts owing as necessary, including by way of set off.

Oshawa Power will provide the customer with the calculation used to determine the final capital contribution amount including all of the assumptions and inputs used to produce the final economic evaluation at no cost to the customer.

2.1.2.5 Expansion Deposits

An expansion to Oshawa Power's distribution system results in expansion and OM&A costs. Given that the capital contribution that the customer shall pay to Oshawa Power may not fully offset these costs for Oshawa Power, Oshawa Power may require the customer to provide an expansion deposit in addition to the capital contribution. The expansion deposit is intended to hold Oshawa Power harmless with respect to the expansion. Oshawa Power will require the customer to provide the expansion deposit, as contained in the offer to connect, prior to the commencement of any expansion work or the installation of any connection assets.

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

Where a customer intends to exercise the alternative bid option, Oshawa Power may require the customer to post an expansion deposit in an amount equal to the costs for the expansion work that is ineligible for alternative bid (collectively the "initial expansion deposit"), prior to the commencement of any expansion work or the installation of any connection assets. Once the expansion facilities are energized, and Oshawa Power has conducted a final economic evaluation and determined a final capital contribution amount, Oshawa Power may require the customer to post an additional deposit to be added to the initial expansion deposit such that the final expansion deposit, (made up of the initial expansion deposit and the additional deposit, collectively the ""final expansion deposit"), is equal to the difference between the costs associated with the expansion as outlined above (including the transfer price in alternative bid scenario), and the amount of the final capital contribution.

Oshawa Power may retain or realize on any expansion deposit from the customer for the purposes of covering any amounts that the customer owes to Oshawa Power pursuant to the offer to connect. These amounts may include an outstanding capital contribution, and the costs associated with completing, repairing, or bringing up to standard the expansion facilities (e.g. bringing expansion facilities up to proper design and technical specifications; ensuring that facilities operate properly when energized).

Once the facilities are energized, Oshawa Power shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year (i.e., if 20% of the forecasted connections or demand materialized in that

year, then Oshawa Power shall return to the customer 20% of the expansion deposit). This annual calculation shall only be done for the duration of the five-year customer connection horizon. If at the end of the customer connection horizon the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, Oshawa Power shall retain any remaining portion of the expansion deposit. The customer is responsible for providing connection details to Oshawa Power in a timely fashion.

Where the customer has chosen the alternative bid option, Oshawa Power may retain at least 10% of the expansion deposit for a warranty period of at least two years. Such warranty period begins:

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

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

2.1.2.6 Bypass Compensation

Oshawa Power shall require bypass compensation from a customer with a non-coincident peak demand that meets or exceeds 5MW, if:

a) the customer disconnects its load facility from Oshawa Power's distribution system and connects that facility to a generation facility or to another load facility that is not owned by Oshawa Power such that Oshawa Power will no longer receive revenues in relation to that disconnected facility; or
b) the customer, while retaining its connection to Oshawa Power's system, also connects its load facility to a generation facility or to another load facility that is not owned by Oshawa Power such that the customer reduces its load served directly by Oshawa Power's distribution system, and Oshawa Power's rate revenues in relation to that facility will be reduced.

Oshawa Power shall calculate bypass compensation using the methodology outlined in section 3.5.3 of the DSC.

Oshawa Power shall not require bypass compensation from any customer:

a) when a load customer provides its own facility to serve new load or transfers new load to the facility of another person;
b) for any reduction in a customer's existing load served by Oshawa Power's distribution system that the customer has demonstrated to the reasonable satisfaction of Oshawa Power (such as by means of an energy study or audit) has resulted from embedded renewable generation, energy conservation, energy efficiency or load management activities; or
c) where an Oshawa Power-owned asset has been overloaded and a customer transfers the overload to its own facility or to the facility of another person.

2.1.2.7 Upstream Transmission Connections

Where Oshawa Power has been required to provide a capital contribution to a transmitter under the OEB's Transmission System Code for the purpose of a new or modified transmitter-owned connection facility and the new or modified transmitter-owned connection facility also meets the needs of an embedded distributor and/or load customer with a non-coincident peak demand that is equal to or greater than 5 MW, Oshawa Power shall require a capital contribution from all beneficiaries that contributed to the need for the new or modified transmitter-owned connection facility based on their respective incremental capacity requirements and the total project cost. Oshawa Power shall request that the transmitter, who owns the connection facility, calculate the capital contribution amount for each beneficiary using the methodology and inputs described in Appendix 5 of the Transmission System Code.

2.1.3 CONNECTION DENIAL

The following outlines circumstances where Oshawa Power is not obligated to connect a customer:

a) Refusal by the customer to sign any agreements required to be executed by the customer under these Conditions of Service;
b) The connection will represent a contravention of the laws of Canada or the Province of Ontario, including the OESC;
c) The connection will cause Oshawa Power to be in violation of the conditions in Oshawa Power's distribution licence;
d) The connection will have an adverse effect on the reliability or the safety of the distribution system;
e) The connection will cause a decrease in the efficiency of the distribution system;
f) The connection will have an adverse effect on the quality of the distribution service received by an existing customer. Such impact on quality could be among other things, voltage flicker, harmonics or power outages;
g) The connection will result in the discriminatory access to distribution services by other customers;
h) The person requesting the connection is currently in arrears for distribution services, electricity supplied or other services provided by Oshawa Power;
i) The customer refuses, or is unable to provide, current and valid identification or references to confirm its identity;
j) The connection is not in compliance with these Conditions of Service;
k) The connection does not meet Oshawa Power's design requirements;
l) The connection will impose an unsafe situation to workers or the public beyond the normal risks inherent in the operation of the distribution system;
m) The connection will result in the inability of Oshawa Power to perform planned inspections or maintenance;
n) By order of the ESA;
o) The customer does not have the requisite approval(s) of the ESA for the connection;
p) The premises being connected are the subject of a stop work order under the Building Code Act; or
q) The customer is within another distributor's service area and Oshawa Power does not wish to provide service.

2.1.4 INSPECTIONS BEFORE CONNECTION

All customer electrical installations shall be inspected and approved by the ESA and must also meet Oshawa Power's requirements. Oshawa Power requires notification from the ESA of this approval prior to the energization of a customer's supply of electricity. Where a connection authorization from the ESA has been issued to Oshawa Power, it is valid for the connection of a service for a period of up to six months from the date of issue. If the connection of service has not been completed after six months, a new connection authorization is required. Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the ESA, prior to reconnection.

Temporary services, typically used for construction purposes and for a period of 12 months or less, must be inspected and approved by the ESA. The temporary service may be re-inspected by the ESA should the period of use exceed six months.

Oshawa Power may not connect electrical service to any building or premises until the applicable installation and wiring has been inspected and approved by the ESA. Customer-owned substations must be inspected by both the ESA and Oshawa Power.

Provision for metering shall be inspected and approved by Oshawa Power prior to energization and must comply with Oshawa Power's Metering requirements (refer to section 2.3.7 of this Conditions of Service document).

2.1.5 RELOCATION OF PLANT

Where a customer requests the relocation of an Oshawa Power-owned asset, Oshawa Power shall recover from that customer the cost of relocating that asset, except to the extent recovery is limited under law.

Where an Oshawa Power-owned asset is relocated in the absence of a customer request, Oshawa Power shall bear the cost of relocating that asset.

Oshawa Power's standard construction for its main power supply system on public roadways, major corridors and rights-of-ways, railways, and commercial/industrial parks is an improved appearance overhead system. Oshawa Power's standard connection for new residential developments is underground.

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

Oshawa Power may collect a design pre-payment from the requesting party in order to initiate design activities in the preparation of a job-quotation for distribution asset relocation works. Upon acceptance of the job-quotation, the design pre-payment will be credited towards the requesting party's financial obligations for the relocation work. If the requesting party does not accept Oshawa Power's job quotation, or if the requesting party withdraws its application, then Oshawa Power may refund the design pre-payment less any costs incurred by Oshawa Power.

All costs of relocating Oshawa Power's plant or placing Oshawa Power's plant underground, including costs of land or land rights acquisition, will be borne by the requesting party unless an existing agreement provides otherwise.

Relocation work shall take place during Oshawa Power's normal working hours. If a requesting party requests that such work be done outside of Oshawa Power's normal working hours, the requesting party may be required to pay for any incremental costs incurred by Oshawa Power as a result thereof.

2.1.6 EASEMENTS

To maintain the reliability, integrity and efficiency of the distribution system, Oshawa Power has the right to have supply facilities on private property and to have easements registered against title to the property. Easements are required where facilities serve property other than property where the facilities are located and/or where Oshawa Power deems it necessary. Situations in which this requirement may arise include but are not limited to:

- Property belonging to a third party lies between Oshawa Power's lines and the customer's delivery point. In this case, the customer must obtain a registered easement from the third party(s) for the installation and maintenance of whatever plant is necessary to supply the service.
- Multiple buildings on private property require that Oshawa Power installs a distribution system to provide service. In this case, the property owner must provide a registered easement to permit installation and maintenance of the system.

Where Oshawa Power must install its electrical plant for a service or an expansion on private property, the customer will be required to provide a registered easement satisfactory to Oshawa Power before the service or expansion is constructed. Occupation rights permit Oshawa Power to enter on the property and construct the Oshawa Power distribution system. The right is obtained over a specific strip of land, which is usually of a standard width, and which must be wide enough to ensure that no trees can touch the line and provide enough room to safely work on the Oshawa Power distribution system.

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

2.1.7 CONTRACTS

2.1.7.1 Contract for New or Modified Electricity Service

All residential and commercial customers must contract for the supply of electricity if they wish to receive service, and such contract shall be entered into before Oshawa Power will energize the electrical service to the customer's premises. Contracts for service will be binding on the heirs, administrators, executors, successors and assigns of the person(s) who contracted for the supply of electricity.

Oshawa Power may require, at its discretion, other customers with unusual conditions to sign a Connection Agreement. In addition to contracting for the conveyance of electricity and the use of Oshawa Power's distribution system, Connection Agreements will typically define boundaries and responsibilities for the ownership, operation and maintenance of equipment at the customer's location.

Please consult with Oshawa Power for specifics of these Connection Agreements. Some connections may have certain physical and technical issues that may require additional or altered terms and conditions and in these instances Oshawa Power will tailor a Connection Agreement to suit the individual customer's circumstances.

When a customer opens an account and contracts for service with Oshawa Power, the customer accepts these Conditions of Service, including paying applicable connection costs and all applicable rates and charges authorized by the OEB in respect of service to the customer.

2.1.7.2 Implied Contract

Notwithstanding that a customer has not entered a contract with Oshawa Power for the supply of electricity, Oshawa Power has an implied contract with any customer that is connected to the Oshawa Power distribution system and receives distribution services from Oshawa Power. The terms of the implied contract are embedded in these Conditions of Service, the OEB's Rate Handbook, Oshawa Power's rate schedules, Oshawa Power's licence and the DSC.

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

2.1.7.3 Landlords and Building Owners

When a tenant contacts Oshawa Power to contract for service, Oshawa Power's contract is with the tenant. Therefore, when the tenant advises Oshawa Power that the tenant wishes to close their account, Oshawa Power will disconnect the tenant's service as of the agreed-upon date despite any lease or verbal agreement between the landlord and tenant. If a tenant advises Oshawa Power that he or she is no longer responsible for the account, a final bill will be issued.

Notwithstanding the foregoing, in accordance with section 2.8.3A of the DSC, landlords/owners may enter into a form of contract with Oshawa Power whereby Oshawa Power will provide continuous uninterrupted service to the rental unit between occupants. Landlord/owners agree to assume responsibility for taking delivery of and paying the authorized rates for any electrical service delivered to any rental unit at any time where service to the unit is available but a customer account is not open, or persons unidentified to Oshawa Power use the service, or the unit has been vacated and the tenant's account has been closed, but Oshawa Power has not been asked to disconnect the service. By selecting this option, the Landlord ensures that Oshawa Power will not disconnect service to a unit solely as a result of a tenant closing or transferring its account in respect of a unit. If a new account is set up in the landlord's/owner's name, a change of occupancy charge may apply, even though the property may be vacant.

Landlord/owners are not obligated to elect for continuous service between occupants. They may elect to allow the service to be disconnected between occupants. Oshawa Power will reconnect service to a unit upon request by the Landlord or by a new tenant provided that all applicable reconnection charges are paid and, where a unit has been disconnected for more than six months, the Landlord or the new tenant must first have the unit inspected and approved by the ESA. For greater clarity, in the event that Oshawa Power disconnects service because a customer account is not open (including as

a result of a tenant closing or transferring its account in respect of a Unit), in order to obtain reconnection, the Landlord/owner will be responsible for paying to Oshawa Power all of the following:

a) all of Oshawa Power's costs of disconnecting service where the Landlord/owner has requested that the service be disconnected;
b) all of Oshawa Power's costs of reconnecting service if the Landlord requests reconnection, or if a new tenant requests reconnection and does not pay related costs; and without limiting the foregoing, the costs of any ESA inspection or approval that is required prior to reconnecting service.

Oshawa Power will not be held responsible for any damage incurred as the result of electrical service being disconnected or reconnected due to the failure to contract for service.

2.1.7.4 Special Contracts

Oshawa Power will advise the customer in advance of the connection if a special contract is required. Special contracts that are customized in accordance with the service requested by the customer include, but are limited to, the following:

a) Generation;
b) Construction sites;
c) Mobile facilities; and
d) Special occasions, events, etc.

In all cases of special contract, the terms and conditions of all regulations, conditions and charges as established by Oshawa Power shall apply to the customer connection unless specifically noted in the special contract. In certain circumstances, a connection and/or operating agreement may also be required between Oshawa Power and the customer.

2.2 DISCONNECTION

Oshawa Power reserves the right to disconnect service for reasons not limited to:

- Contravention of the laws of Canada or the Province of Ontario, including the OESC;
- A material adverse effect on the reliability and safety of Oshawa Power's distribution system;
- Access to the meter is restricted by the customer;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of Oshawa Power's distribution system;
- A material decrease in the efficiency of Oshawa Power's distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Oshawa Power to perform planned inspections, maintenance or access metering data;
- Failure of the Consumer or customer to comply with a directive of Oshawa Power that Oshawa Power makes for purposes of meeting its licence obligations;
- Overdue amounts payable to Oshawa Power including the non-payment of a security deposit;
- Electrical disturbance propagation caused by customer equipment that is not corrected in a timely fashion;
- Unauthorized energy diversion, fraud or abuse;
- A new occupant of the building or premise fails to setup contract for service (refer to section 2.1.7.3 of these Conditions of Service);
- By order of the ESA or any other governmental authority with jurisdiction;
- Any other conditions identified in these Conditions of Service;

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

Reconnection after a disconnection will normally require the payment of a set fee. In many circumstances, reconnection may also require the approval of the ESA.

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

2.2.1 NON-PAYMENT DISCONNECTION POLICIES

Oshawa Power will perform disconnections due to non-payment in accordance with the Electricity Act and section 4.2 of the DSC. In accordance with applicable legislation, Oshawa Power has established the following process for the collection of overdue amounts and disconnection of electrical services due to non-payment.

All bills are payable in full by the due date. The minimum payment period shall be 20 days from the date on which the bill was deemed issued to the customer. In accordance with section 2.6.4 of the DSC, a bill will be deemed to have been issued to a customer as follows:

a) by mail - on the third calendar day after the date on which the bill was printed by the distributor;
b) internet - the date on which an e-mail is sent to the customer notifying the customer that the bill is available for viewing over the internet;
c) e-mail - the date on which the e-mail is sent;
d) more than one method listed in paragraphs (a) to (c) – on whichever date of deemed issuance occurs last.

Following the minimum payment period, an account overdue notice will be issued if payment of the amount due is not made by the customer. The account overdue notice will be delivered by the customer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the distributor.

If the bill remains unpaid following a minimum of seven calendar days after the issuance of the account overdue notice, a disconnection notice will be issued. Disconnection notices will provide the earliest and latest dates of disconnection in writing and, if issued by mail, shall be deemed to be received on the fifth calendar day after the date on which the notice was printed. At least 48 hours prior to disconnection, Oshawa Power will make reasonable efforts to contact a customer to provide relevant information about the disconnection, payment options and any available assistance programs in accordance with the DSC. The service may be disconnected and not restored 14 calendar days after a disconnection notice has been received by the customer, or a timed load interrupter device may be installed, until payment arrangements satisfactory to Oshawa Power have been made. Oshawa Power may also recover from the customer applicable reconnection costs and reasonable costs for repairs of Oshawa Power's physical assets in reconnecting the property. Such discontinuance or restriction of service does not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall Oshawa Power be liable for any damage to the customer's premises resulting from such discontinuance or restriction of service, other than physical damage to facilities arising directly from entry on the customer's property.

Disconnection notices sent to residential customers for non-payment shall contain the following information in accordance with section 4.2.2 of the DSC:

a) the date on which the disconnection notice was printed;
b) the earliest and latest dates on which disconnection may occur;
c) the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
d) the amount of any approved service charge(s) that may apply to reconnect service following disconnection, and the circumstances in which each of these charges is payable;
e) the forms of payment that the customer may use to pay all amounts that are identified as overdue in the disconnection notice, which must at least include payment by credit card issued by a financial institution and

any other method of payment that Oshawa Power ordinarily accepts and which can be verified within the time period remaining before disconnection;

f) the time period during which any given form of payment listed under paragraph (e) will be accepted by Oshawa Power;
g) that, in order to avoid disconnection if Oshawa Power attends the customer's property to execute the disconnection, a customer will only be able to pay by credit card issued by a financial institution, unless Oshawa Power, in its discretion, will accept other forms of payment at that time and sets out the other forms of payment in the disconnection notice;
h) that a disconnection may take place whether or not the customer is at the premises;
i) that the disconnection may occur without attendance at the customer's premises (provided, however, that this information need not be included if Oshawa Power does not in fact disconnect service without attendance at the customer's premises);
j) that a Vital Services By-Law may exist in the customer's community and that the customer should contact their local municipality for more information (provided, however, that this information need not be included if in fact such a by-law does not exist);
k) that an OEB-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential customers, along with contact information for Oshawa Power where the customer can obtain further information;
    a. that the following additional assistance may be available to an eligible low-income customer, along with contact information for Oshawa Power where the customer can obtain further information about the additional assistance:
        i. OEB prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and
        ii. Emergency Financial Assistance;
    b. that Oshawa Power may install a load control device at the customer's premises in lieu of disconnection (provided, however, that this information need not be included if the distributor does not in fact make use of load control devices);
l) any additional option(s) that Oshawa Power chooses, in its discretion, to offer to the customer to avoid disconnection and the deadline for the customer to avail himself or herself of such option(s).

Notwithstanding the foregoing, Oshawa Power shall not shut off the supply of electricity to a property for non-payment during such periods as may be prescribed by regulations under the Electricity Act or to an occupied residential property for non-payment during the Disconnection Ban Period in accordance with the DSC. Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Oshawa 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 period after a disconnect 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. Oshawa Power shall not be liable for any damage to the customer's premises resulting from such discontinuance of service, except for physical damage to facilities arising directly from Oshawa Power's entry on the customer's property.

Notwithstanding the above, in the case of a residential customer that has provided Oshawa Power with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or on the physical health of the customer's spouse, or dependent family member or other person that regularly resides with the customer, shall not be disconnected for non-payment until 60 days from the date on which the disconnection notice is delivered.

At the request of a residential customer, Oshawa Power shall send a copy of any disconnection notice issued to the customer for non-payment to a third party designated by the customer for that purpose provided that the request is made no later than the last day of the applicable minimum notice period. As well, residential customers may at any time prior to disconnection, designate a third party to also receive any future notice of disconnection.

Upon receipt of a connection termination request by the customer, Oshawa Power will disconnect and/or remove Oshawa Power's connection assets at the customer's cost.

2.2.2 DISCONNECTION PROCESS FOR REASONS OTHER THAN NON-PAYMENT

Except in accordance with the conditions in section 2.2.3 below, Oshawa Power will provide notice of disconnection to the customer for reasons other than non-payment by personal service, prepaid mail or by posting notice on the property in a conspicuous place. If the customer does not remedy the situation that gave rise to Oshawa Power's right to disconnect the customer from the distribution system within the time period specified by Oshawa Power in the notice, Oshawa Power may disconnect the customer from the distribution system or interrupt the distribution of electricity to the customer on or after the date specified in the notice.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, Oshawa 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 period after a disconnect 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. Oshawa Power shall not be liable for any damage to the customer's premises resulting from such discontinuance of service, except for physical damage to facilities arising directly from Oshawa Power's entry on the customer's property.

For safety concerns, Oshawa Power must have access to customer's meters to conduct inspections. If access is refused, a disconnection notice will be provided at the customer's expense. Upon receipt of a connection termination request by the customer, Oshawa Power will disconnect and/or remove Oshawa Power's connection assets at the customer's cost.

2.2.3 IMMEDIATE DISCONNECTION WITHOUT NOTICE

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

- pursuant to a court order;
- for emergency or safety reasons, including a request by a fire department;
- for system reliability reasons;
- a customer intentionally avoids bill payments by applying or re-applying for a new account under a different account holder's name, or otherwise acts fraudulently;
- the supply of electricity to a building or property where the building or property has, or appears to have, been used for unlawful purposes, including energy diversion or theft of power.
- a customer who has been disconnected has self-reconnected; or
- pursuant to an order of the ESA.

Oshawa Power may inspect, maintain, repair, alter, remove, replace or disconnect wires or other facilities used to distribute electricity or where there is an energy diversion, fraud or abuse on the part of the customer.

2.2.4 LIABILITY FOR DISCONNECTION

Disconnection does not relieve the customer of the liability for arrears or minimum bills.

Under no circumstances will Oshawa Power be liable for any damage resulting from, associated with or related to the disconnection or the limitation of distribution of electricity, including damage to the customer or the customer's premises and any business or other losses suffered by the customer as a result of the disconnection.

2.2.5 RECONNECTION

Where the reason for the disconnection has been remedied to Oshawa Power's satisfaction and the customer requests reconnection of the distribution service, Oshawa Power shall reconnect the customer within two business days. All costs, including inspections, associated with the disconnection and reconnection shall be paid for by the customer prior to reconnection of the service.

Under any of the following circumstances, Oshawa Power requires that the customer obtain the approval of the ESA prior to Oshawa Power reconnecting the service:

a) where Oshawa Power has reason to believe that the wiring may have been damaged or altered;
b) where service was disconnected for modification of customer wiring;
c) where service has been disconnected for a period of six months or longer;
d) where the service was disconnected as a result of an adverse effect on the reliability and safety of the distribution system;
e) where it is a requirement of the OESC; or
f) where Oshawa Power has reason to believe there was meter tampering or abuse causing a potential safety concern.

2.2.6 RECONNECTION RELATED CHARGES

Unless specified elsewhere in these Conditions of Service, a charge shall apply to reconnect a service. Please visit www.oshawapower.ca for a list of specific service charges.

2.2.7 UNAUTHORIZED ENERGY USE

Oshawa Power reserves the right to disconnect the distribution of electricity to a customer, without notice, for causes including energy diversion, fraud or abuse on the part of the customer. Such service shall not be reconnected until the customer rectifies the condition and pays all uncollected charges, including late payment charges, and costs incurred by Oshawa Power arising from unauthorized energy use, including inspections and repair costs, and the cost of reconnection.

2.2.8 SERVICE REMOVAL

Where a customer, or property owner, requests the physical removal of distribution service, Oshawa Power will remove Oshawa Power-owned delivery equipment, including, without limitation, power lines, transformer and meter. If reconnection is requested, the customer will incur a cost to install appropriate delivery equipment on the basis that the connection requested by the customer is a new connection to the Oshawa Power distribution system, and the customer and Oshawa Power shall follow the steps and processes for new connections set out in these Conditions of Service.

2.2.9 FRAUDULENT ACCOUNT SETUP

If Oshawa Power has reasonable grounds to believe that a customer (whether an occupant who owns or rents the property, where the property is used for either residential or commercial purposes) has intentionally avoided bill payment by applying or reapplying for a new Oshawa Power account under a different account holder name, Oshawa Power has the right to refuse service or disconnect service and/or maintain a service interruption. Also, to establish a new account and begin electricity supply, customers may be required to validate their identity (see section 2.1.3) and/or provide a letter from a lawyer affirming their identity, and that they are not affiliated to any previous account holder with stranded arrears.

2.3 CONVEYANCE OF ELECTRICITY

2.3.1 LIMITATIONS ON THE GUARANTY OF SUPPLY

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

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

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

During an emergency, Oshawa Power may interrupt supply to a consumer 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. Oshawa Power shall have rights to access property in accordance with section 40 of the Electricity Act and any successor acts thereto.

To assist with distribution system outages or emergency response, Oshawa Power may require a customer to provide Oshawa Power with emergency access to customer-owned distribution equipment that normally is not operated by Oshawa Power or Oshawa Power-owned equipment on customer's property. Oshawa Power is not liable or responsible for any damage caused during operations, or any maintenance costs.

2.3.2 POWER QUALITY

2.3.2.1 Power Quality Testing

Where a customer provides evidence or data indicating that a power quality or an electromagnetic interference problem may be originating from Oshawa Power's distribution system, Oshawa Power will investigate the issue within a reasonable timeframe in an attempt to identify the underlying cause. Depending on the circumstances, this may include a review of relevant power interruption data, trend analysis, and power quality monitoring. The power quality monitoring will be initially conducted at the main revenue meter and may be expanded to the customer's facility if warranted.

Oshawa Power will recommend and/or take appropriate mitigation measures upon determination that the cause resulting in the power quality concern:

1. originates from the Oshawa Power distribution system;
2. is deemed a system delivery issue; and
3. industry standards are not met.

If Oshawa Power is unable to correct the problem without adversely affecting other Oshawa Power customers or the distribution system, then it is not obligated to make the corrections. Oshawa Power will apply appropriate industry standards and good utility practice as a guideline. If the problem lies on the customer side of the demarcation point, Oshawa Power may seek reimbursement from the customer for the costs incurred in the investigation.

2.3.2.2 Power Quality Customer Obligations

If the operation of the customer's equipment causes disturbance to the electrical supply of other customers or the general distribution of supply, Oshawa Power reserves the right to disconnect the customer's service. Customers shall consider grounding or filtering applications to remove any disturbances in the electrical distribution system in accordance with applicable codes and regulations. The customer must cease any operation of equipment causing disturbances until repairs are completed. Oshawa Power follows recommended guidelines in the latest revision of IEEE 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems. This standard outlines the acceptable limits of disturbance to the electrical distribution systems and specifies a 5% voltage distortion and 3% on individual frequencies. Any costs associated with correcting the disturbance problem will be the responsibility of the customer.

It is the customer's responsibility to ensure that the unbalanced load current due to single-phase loads shall not exceed 15% on each phase, unless approved by Oshawa Power.

If a power quality investigation is required, it is the customer's responsibility to provide Oshawa Power any information required during the investigation. This may include equipment information, testing, maintenance records and access to equipment for power monitoring.

2.3.2.3 Interruption Notification

Oshawa Power will attempt to provide customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. Oshawa Power will attempt to provide customers with reasonable notice prior to interrupting power, wherever possible.

When contacted by the customer, Oshawa Power will attempt to provide customers with information regarding interruptions to the electrical distribution system during unplanned and storm related outages.

During significant unplanned outages due to storms or emergencies, Oshawa Power will attempt to inform customers of the outage including the duration and the potential number of customers affected. Methods of communication may include, but are not limited to, news releases, social media, the Oshawa Power website and/or phone calls.

Oshawa Power will follow good utility practice in terms of its guidelines and standards where applicable but will not guarantee an unvaried voltage or frequency.

Oshawa Power maintains a 24-hour call answer service for the purpose of receiving inquiries from customers regarding power interruptions, power quality incidents, and incidents related to the integrity or safety of its distribution system.

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

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

2.3.2.4 Critical Care Customer Responsibility

Customers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. The customer is also responsible to supply and maintain their equipment for electrical operation of a life support system.

2.3.2.5 Emergency Trouble Service (Trouble Calls)

Oshawa Power is responsible for the safety and reliability of its distribution system. That means dealing with power outages, accidents, downed wires, live wires and other emergencies related to our system. It also means responding to power outages or service quality issues on customer property and customer equipment. Oshawa Power's full responsibility in this regard ends at the ownership demarcation point as defined herein and by the DSC.

Oshawa Power will provide the emergency response as part of its 24-hour call answer service.

2.3.3 ELECTRICAL DISTURBANCES

2.3.3.1 Single-Phasing/Automatic Reclosing

All customers must be aware that the electrical supply system has automatic protective devices which may momentarily interrupt and instantly restore electrical supply, and that this may occur on any one, two, or all three phases of the supply. In certain circumstances, it will be normal for a loss of supply to occur for a short time in one or two phases only, until supply is manually restored or completely interrupted. The customer must take these conditions into account when

designing, purchasing and operating certain sensitive equipment such as computers and motors. Oshawa Power will not be liable in any way for damages due to such operations.

2.3.3.2 Electrical Disturbance

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

Electrical equipment which may produce undesirable system disturbances may not be connected to Oshawa Power's distribution system without prior consultation with Oshawa Power. Examples of equipment which may cause disturbance are large motors, welders and variable speed drives. In planning the installation of such equipment, the customer is required to consult with Oshawa Power.

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

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 General

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

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

Note that Oshawa Power does not provide any facilities for service at 44 kV. In all cases, customers requiring 44 kV service will supply and install their own supply lines, and a privately-owned substation, subject to Oshawa Power's general specifications and requirements.

Oshawa Power reserves the right to set requirements for the customer's equipment and facilities up to the secondary terminals of the power transformer(s) which may be in addition to and superior to the requirements of the ESA in order to ensure there is minimum impact on the reliability and performance of Oshawa Power's distribution system. Oshawa Power will perform all work involving existing circuits and will make all connections to the 44 kV supply lines at the customer's cost.

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

Notwithstanding any costs paid by the customer, and other than a privately-owned substation or transformer, all transformation, on public or private property, remains the sole property of Oshawa Power.

2.3.4.2 Primary Voltage

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

- 44 kV phase-to-phase, 3-phase, 3-wire, grounded at the transformer station;
- 13.8 kV grounded wye, 3-phase, 4-wire.

2.3.4.3 Secondary Voltage

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

Standard voltages will be one of the following:

- 120/240 Volts (V), 1-phase, 3-wire
- 120/208 V, 1-phase, 2-wire ** Supplied from a three-phase transformer bank and only confined to legacy downtown areas**
- 120/208 V, 3-phase, 4-wire
- 347/600 V, 3-phase, 4-wire

2.3.4.4 Limitations of Supply

The supply voltage governs the limit of supply capacity for any customer. General guidelines for supply from overhead street circuits are listed below.

From low voltage (secondary) lines readily available at the customer's location, as determined by Oshawa Power:

- 120/240 V, 1-phase – up to 10kVA
- 120/208 V, 3-phase – up to 75kVA
- 347/600 V, 3-phase – up to 75kVA

From high voltage (primary) lines readily available at the customer's location, as determined by Oshawa Power:

- 13.8 kV, 3-phase – up to 1,000 kVA ** Requests to supply larger loads will be determined upon application to Oshawa Power and will be at sole discretion of Oshawa Power**
- 44 kV, 3-phase – up to 10,000kVA

2.3.5 VOLTAGE GUIDELINES

Oshawa Power will endeavor to maintain the service voltage at the customer's service entrance within the guidelines of latest revision of C.S.A. Standard CAN3-C235 Preferred Voltage Levels for AC Systems, up to 50 000 V.

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

2.3.6 BACKUP GENERATORS

Emergency backup generation is installed by customers for backup of load when utility power supply is not available. A customer with portable or permanently-connected emergency backup generation shall comply with all applicable criteria of the OESC and in particular, shall ensure that its emergency backup generation facility does not back feed into the distribution system in any circumstances, and does not otherwise adversely affect Oshawa Power's system.

Customers or consumers with permanently connected emergency backup generation facilities will notify Oshawa Power regarding the presence of such equipment.

Such customers may be required to enter and comply with the provisions of a generator Connection Agreement.

2.3.7 METERING

Oshawa Power will supply, install, own, and maintain a meter installation for all customers except where the customer or embedded distributor is an embedded wholesale market participant. All metering equipment will remain the property of Oshawa Power. No person, except those authorized by Oshawa Power, may remove, connect, or otherwise interfere with meters, wires or auxiliary equipment.

All metering devices are subject to approval and inspection by Measurement Canada.

Metered wholesale market participants in the IESO administered wholesale market must meet or exceed all IESO metering requirements.

In addition, all wholesale market participants must provide direct meter reading (remote access) to Oshawa Power for data collection.

2.3.7.1 General

Oshawa Power will typically install metering equipment at the customer supply voltage. The customer must provide a convenient and safe location, satisfactory to Oshawa Power, for the installation of meters, wires and ancillary equipment free of charge or rent. This will involve one or several of the following:

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

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

Metering is always on the Low Voltage side (secondary side) of the service. In exceptional cases, High Voltage metering may be considered, and additional customer charges would apply. Meters for new or upgraded residential services will be mounted outdoors on an approved meter socket.

2.3.7.2 Meter Rooms

Where applicable, the customer shall supply and maintain a meter room of sufficient size to accommodate the service entrance equipment and meter facilities. It is recommended that the customer provide extra space in the meter room so that at least one-third of the customer's supplied self-contained meters can be accommodated with metering cabinets due to load increases.

The metering room will be provided with adequate illumination and a 120-volt convenience receptacle. The meter room shall not be used for storage or contain equipment foreign to the electrical installation within the designated clear space area. A minimum 1.2m clear working space shall be maintained in front of metering equipment at all times. Each individual metered service shall be clearly and permanently identified by the customer with address and unit number. All switches, breakers and cabinets associated with any particular service must also be identified.

The meter room shall be readily accessible to Oshawa Power at all hours to permit meter reading and maintenance of equipment. Exterior access to the meter room shall be available to avoid any conflicts if meter readings are required outside regular business hours.

2.3.7.3 Oshawa Power Access to Metering Equipment

The customer is required to provide safe and unobstructed access to Oshawa Power or any authorized representative of Oshawa Power for the purpose of maintaining and inspecting metering equipment. The customer will arrange an outage during regular business hours if required to maintain the metering equipment. If approved by Oshawa Power, the outage can take place after business hours and the customer is responsible for any incremental costs.

The customer will ensure access to metering equipment behind locked doors and fences by installing a locking device approved by Oshawa Power or providing Oshawa Power with the required keys and allowing Oshawa Power to install a

lock box on the customer's premises, at the customer's expense. The customer will notify Oshawa Power when a lock is changed or rekeyed and supply a new key.

The customer will maintain satisfactory environmental conditions for the metering equipment and access route. The customer will ensure externally mounted meters are at least one meter clear from trees, fences, decks and other vegetation and structures. The customer will also keep the route to the meter clear. Oshawa Power is not responsible for damage to vegetation on the access path to the metering equipment.

Stairways leading to metering equipment shall be located indoors and have a handrail on at least one side as per the Ontario Building Code. Exterior stairways may be approved by Oshawa Power for service upgrades to existing buildings.

Any person who prevents or refuses lawful access to any meter in his possession or control is in contravention of the Electricity and Gas Inspection Act and is liable on summary conviction or indictment to a fine as prescribed by the Act.

The location and means of access to the metering equipment must be acceptable to and approved by Oshawa Power. Residential customers with older inside meters wishing to relocate their meters to the outside must do so at their expense. In the case of service upgrades, customers will need to relocate their meters outside. No person, except those authorized by Oshawa Power, may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment owned by Oshawa Power.

Residential and small general service customers, who are not presently billed on a demand basis, will be provided with a smart meter.

2.3.7.4 Typical Metering Requirement

The table below outlines typical metering requirements for various service sizes. Where switchgear is required, the customer shall provide Oshawa Power with the name and manufacturer of the switchgear along with the shop drawings for review and approval. Oshawa Power will supply the metering transformers to the electrician for installation on the bus during manufacturing. In all cases where switchgear and metering cabinets are required, the customer must deliver the back panel to Oshawa Power a minimum of two weeks prior to ESA connection authorization.

Service Voltage	Service Type	Service Size	Type of Meter Base
120/240V	1-phase, 3-wire	200A max	4 jaw meter base
120/240V	1-phase, 3-wire	400A max	5 jaw meter base
	1 phase, 1 neutral		Instrument transformer type
120/208	3-phase	200A max	5 jaw meter base
120/208	3-phase	200A max	7 jaw meter base
347/600	3-phase	200A max	7 jaw meter base
120/208	3-phase	Over 200A	48x48x18 meter cabinet
347/600	switchgear	Over 200A	48x48x18 meter cabinet
All Voltage	Switchgear	All service sizes	48x48x18 meter cabinet

2.3.7.5 Metering Requirement for Generating Facilities

Oshawa Power requires that an embedded retail generator whose embedded generation facility has a gross nameplate capacity of more than 10MW, install IESO-compliant metering. Any customer that causes Oshawa Power to attract Gross Load Billing from the transmitter shall also have IESO-compliant metering.

Oshawa Power also requires that a net metered generator and an embedded retail generator whose embedded generation facility has a gross nameplate capacity of 10MW or less install such metering as may reasonably be required having regard to:

a) the meter data requirements necessary to enable the distributor to settle amounts owing to or from the embedded retail generator; and
b) the type of generation facility or generation technology of the embedded generation facility.

Oshawa Power shall meter a customer with an embedded generation facility, other than an embedded retail generator or a net metered generator, in the same manner as Oshawa Power's other customers.

2.3.7.6 Metering Requirements for Multi-Unit Residential Rental Buildings and Condominiums

Developers or owners of multi-unit residential rental buildings and new and existing condominiums (collectively known as MURBs), or boards of directors of condominiums, or authorized persons in charge of any other applicable class of unit under Ontario Regulation 389/10 have the following metering options:

a) have Oshawa Power install individual smart metering,
b) if the customer elects to install a unit sub meter, Oshawa Power will install a bulk meter.

Where primary metering is used, the customer must install, own and maintain, at their expense, the entire distribution system required downstream from the metering point, including conductors, poles, and transformation. Where overhead primary metering equipment is used, a 30-meter minimum distance is required between the line-side service disconnect(s) and the primary metering equipment for customers with non-standard secondary voltages, Oshawa Power may install primary metering, in which case the customer is responsible for the incremental cost of primary metering over the cost of standard secondary metering. Where customer loading is minimal such that primary metering is impractical, Oshawa Power will only meter at a standard secondary voltage. In these cases, customers requiring non-standard voltages are responsible for transformation beyond the secondary metering to their desired utilization voltage.

General Service Secondary Metering

In all cases general service secondary metering will be protected by a main switch immediately preceding the meter and will have a position for sealing and padlocking of the handle in the cover or door in the "off" position. The top of the main switch and the meter socket will not be more than 1.8m above the finished floor. Meter sockets may be used on 100A and 200A, 3-phase, 4-wire services. For main switch rating greater than 200A, the customer must provide and maintain:

a) A lockable metal enclosed metering cabinet with a removable steel back plate; or
b) A lockable metal enclosed switchboard compartment for instrument transformers of suitable dimensions.

Line and load entry points must be at opposite ends of a metering cabinet. For all services exceeding 800A, the customer will provide a metal enclosed switchboard. Where low voltage switchgear is accepted, the final layout and components must be approved by Oshawa Power's engineering and metering departments prior to the ordering of equipment. In such cases, a separate metering cabinet shall be provided in addition to the instrument transformer compartment. The meter cabinet will be located to Oshawa Power's satisfaction and will be as close as possible to the instrument transformer compartment. The meter cabinet will be connected to the instrument transformer compartment by a 32mm (1.25 inch) continuous rigid conduit [25mm (1 inch) conduit may be used for single phase] not exceeding 15m in length.

Installation of Individual Smart Metering by Oshawa Power

The MURB owner or developer or a condominium board of directors may choose to have Oshawa Power-owned individual smart metering that meets the functional specification of Ontario Regulation 425/06 – Criteria and Requirements for Meters and Metering Equipment, Systems and Technology (smart metering). In this case, each separate residential and commercial unit, as well as common areas, will become direct individual customers of Oshawa Power, with the common area accounts held by the MURB developer, condominium corporation or the landlord as the case may be.

Common Area Metering

Where MURB owner choose alternative bid for the purpose of installing unit smart metering, the responsible party (MURB developer, condominium board of directors, or landlord) shall enter into a contract with Oshawa Power for the supply of electrical energy for all common or shared services. Common or shared services typically include lighting of all common areas shared by the tenants, or unit owners, and common services such as heating, air conditioning, water heating, elevators, and common laundry facilities. In such cases, consumption for all common areas will be separately metered.

Installation of Bulk Interval Metering by Oshawa Power

The MURB owner or developer or condominium board of directors may choose to have Oshawa Power supply a bulk interval meter to a third party for the purpose of enabling unit sub-metering. The responsible party (i.e., the MURB developer, condominium corporation, or landlord, but not the unit sub-meter provider) shall enter into a contract with Oshawa Power for the supply of electrical energy to the building. Under this option, the MURB owner or developer or condominium board of directors chooses to own and operate the sub-metering system and allocates the bill to individual units and the common areas.

For existing MURBs with no house meter, where shared services are supplied through one or more unit meters, the MURB owner shall enter into a contract with Oshawa Power for the supply of electricity to such units. The house meter accounts shall be in the name of the MURB site or MURB owner who shall be responsible for the payment of energy supplied through such meters.

2.3.7.7 Current Transformer Boxes

Where instrument transformers are to be incorporated in the customer's low voltage switchgear, the size of the compartment and number of instrument transformers will be specified by and subject to approval by Oshawa Power. Oshawa Power must approve the switchgear drawings/specifications before the switchgear is placed on order by the customer. A separate meter cabinet must be supplied and installed by the customer, located as close as possible to the instrument transformer compartment, to the satisfaction of Oshawa Power.

The cabinet and the compartment will be connected by an empty 38.1 mm (1.5 inch) conduit, the length of which shall not exceed 15m, and which shall include a maximum of three 90° bends. The conduit will be provided for the exclusive use of Oshawa Power. No fittings with removable covers are permitted.

The meter cabinet shall be grounded by a minimum #6 copper grounding conductor, not installed in the above conduit. The customer shall install a strong fish wire in the conduit, with an excess of 1.5 m loop left at each end. The customer will obtain and install Oshawa Power's current transformers and potential transformers in the customer's low voltage switchboard.

Oshawa Power will issue specific metering requirements for installations where two or more circuits are totalized, or where remote totalizing is involved, or where instrument transformers are incorporated in high voltage switchgear (greater than 750V). Detailed technical information on all such installations with up to date data and compatible suppliers/manufacturers is available from Oshawa Power.

2.3.7.8 Interval Meter

General Service customers who presently have an interval meter will continue to use that meter. Customers must consult with Oshawa Power for any detailed technical requirements for the meter cabinet.

For legacy installations, the customer must supply, install and maintain any necessary communication equipment so that Oshawa Power can remotely interrogate the meter on a daily basis. If Oshawa Power is required to go out on site to read the meter due to a failure of the customer's communication equipment, the customer will be billed for the costs incurred. Minimum charges may apply.

For new installations, the customer will provide a 120V duplex receptacle in the outdoor metering enclosure that has been provided by Oshawa Power.

Interval meters will be installed for all new or upgraded services where the peak demand is forecast to be 50 kW or greater, or for any customer wishing to participate in the spot market pass-through pricing. Prior to the installation of an interval meter, the customer must provide and install a 32 mm (1.25 inch) conduit from the meter cabinet to an outdoor location for the installation of an antenna to be mounted 1.8 m above ground. The conduit installation shall not be more than 30.5 m in length.

If Oshawa Power determines in its sole discretion that a cellular installation is not feasible, Oshawa Power may require the customer to install a 13 mm (1.5 in) conduit from the meter cabinet to the telephone room. Oshawa Power will arrange for the installation of a telephone line, terminated in the meter cabinet for the exclusive use of Oshawa Power to retrieve interval meter data. The customer will be responsible for the installation of the telephone infrastructure (conduit, cable, and jack). The phone line will be Oshawa Power-owned, direct dial, voice quality, active 24 hours per day, and energized prior to meter installation.

2.3.7.9 Meter Reading Access

The customer must provide, or arrange for, free, safe and unobstructed access during regular business hours to any authorized representative of Oshawa Power for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during Oshawa Power's normal business hours, the the customer will be required to supply and install a locking device suitable to Oshawa Power along with an entrance key for use by Oshawa Power or provide an accessible "key box" to facilitate access to Oshawa Power meters.

2.3.7.10 Final Meter Reading

When a service is no longer required, the customer will provide sufficient notice (minimum of five business days) of the date the service is to be discontinued so that Oshawa Power can obtain a final meter reading as close as possible to the final service date. The customer will provide access to Oshawa Power or its agents for this purpose. A customer who does not notify Oshawa Power of a service termination is responsible for the electricity service to the date notification is provided to Oshawa Power plus up to five business days to allow for final meter read. If a final meter reading is not obtained, the customer will pay a sum based on an estimate for electricity used since the last meter reading.

2.3.7.11 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. Oshawa 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, Oshawa Power will determine the correction factors and will adjust the customer's account in accordance with the provisions in the OEB's Retail Settlement Code.

2.3.7.12 Meter Dispute Testing

Measurement Canada has jurisdiction, under the Electricity and Gas Inspection Act, in a dispute between Oshawa Power and its customer where the condition or registration of a meter or meters is in question. Oshawa Power will inform customers of the assistance provided by Measurement Canada in dispute investigations.

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

Meter dispute testing is typically the last step in a multi-stage process between the customer and Oshawa Power. The process typically begins with a customer bill inquiry, the object of which is to validate that the bill calculations, charges and bill determinants are accurate. The process may include any or all of the following steps, as required: collection of problem details from the customer; analysis of billing details including calculation of charges and appropriateness of meter readings; comparison of estimated readings with past usage; obtaining a check meter reading; provision of information to assist the customer understanding of and confidence in the bills; and field visit to the customer premises to verify meter reading, meter data and test meter operation.

Either Oshawa Power or the customer may request the service of Measurement Canada to resolve a dispute.

The customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada.

2.4 TARIFFS AND CHARGES

2.4.1 SERVICE CONNECTIONS

Charges for distribution services are made as set out in Appendix B. Notice of rate revisions shall be published in major local newspapers. Information about changes will also be communicated to all consumers with the first billing issued at revised rates.

Where charges for service connections are required, they are as set out in section 2.1 of these Conditions of Service. Appendix A contains information on ownership and operational demarcation points.

2.4.2 ENERGY SUPPLY

Electricity will be distributed Oshawa Power for use by the customer in accordance with the provisions, rules and regulations laid out in the Retail Settlement Code and the Standard Supply Service Code, or as mandated through Legislation or regulations issued by the Ministry of Energy.

2.4.2.1 Standard Supply Service

All existing Oshawa Power customers are standard supply service customers until Oshawa Power is informed of their switch to a retailer. In this case, a service transaction request must be made by the customer or the customer's authorized retailer, as directed per the Retail Settlement Code.

2.4.2.2 Retailer Supply

Customers transferring from standard supply service to a retailer shall comply with the service transaction request requirements as outlined in sections 10.5 of the Retail Settlement Code. Service transaction requests shall contain information as set out in section 10.3 of that code. Oshawa Power may, at its discretion, refuse to process a service transaction request for a customer to switch to a retailer if that customer is in arrears on payment to Oshawa Power.

2.4.2.3 Wheeling of Energy

All customers considering delivery of electricity through the Oshawa Power distribution system are required to contact Oshawa Power for current requirements, technical issues and applicable rates.

2.4.3 SECURITY DEPOSITS

As a condition for supplying or continuing to supply distribution service, Oshawa Power may request security deposits from Residential and General Service customers. Whenever required by Oshawa Power including, but not limited to, as a condition of supplying or continuing to supply distribution services, customers shall provide and maintain security in an amount that Oshawa Power deems necessary and reasonable. Security deposits shall be determined and managed in accordance with the DSC. Oshawa Power shall not discriminate among customers with similar risk profiles or risk related factors, except where expressly permitted under the DSC.

Security deposits will be considered as advance payments on accounts and become the property of Oshawa Power until refunded. They are not considered security, as defined in the Bankruptcy and Insolvency Act, RSC 1985, c. B-3, s 69(1).

2.4.3.1 Customer Security Deposit Calculation

The security deposit amount for customers is calculated by multiplying a billing factor and the customer's estimated average monthly bill at the service location during the most recent 12-month period. The billing factor to be applied will be determined in accordance with section 2.4.16 of the DSC. Where usage history is not available for the service premise, Oshawa Power shall reasonably estimate electricity consumption, based upon the service size (voltage/amperage) and

load type. In accordance with section 2.4.14 of the DSC, pricing estimate for electricity costs shall be the same as the price used by the IESO for the purpose of determining prudential support obligations of distributors.

If requested, a customer may pay their security deposit in four equal monthly instalments. Payment of security deposits identified as a condition of service or continuing service will be enforced by Oshawa Power though collection activities for amounts due, up to and including disconnection of electrical service. Oshawa Power only issue a disconnection notice to a residential customer for non-payment after applying the customer's security deposit against any amounts owing, in accordance with section 2.4.26A of DSC.

In addition, residential customers entering an arrears payment agreement will have any held security deposits applied against any electricity charges owing at the time, in accordance with section 2.7.1.1 of the DSC.

2.4.3.2 Security Deposit Waiver or Reduction Conditions

Customers opening an account may qualify for a deposit waiver, based on the following criteria:

a) The customer has previously established a satisfactory payment history of one year with Oshawa Power as an account holder in the same name, where some of the satisfactory payment history has occurred within the previous 24 months, or
d) The customer provides a letter from another electricity or gas distributor in Canada confirming a satisfactory payment history for the relevant time period, as outlined in section 2.4.11 of the DSC, and which has occurred within the previous 24 months and is in the same account holder name, or;
e) The customer, other than a customer in a greater than 5,000 kW demand rate class, provides a satisfactory credit check at their expense. Oshawa Power is not responsible for the date integrity of external credit rating agencies;
f) Where a non-residential customer greater than 50kW demand rate class is required to provide a security deposit as determined in section 2.4.3.1 above, and has a credit rating from a recognized agency, the amount of security deposit required shall be adjusted according to credit ratings shown in section 2.4.13 in the DSC.

Oshawa Power shall reduce the security deposit held by customers with demand greater than 5,000kW, by a maximum of 50% after seven years of good payment history has been achieved. The remaining balance of the security deposit will be refunded only when the account is closed.

2.4.3.3 Customer Satisfaction Payment History

a) The minimum time frame for establishing satisfactory payment history, provided some payment history has occurred in the past 24 months, varies by customer class as follows:
    - Residential – one year
    - Commercial less than 50kW demand – three years
    - Commercial greater than 50kW demand – seven years
b) Customer payment history is deemed unsatisfactory if more than one of the following events occur during the relevant time period, as set out in (a) above
    - Disconnection notice is issued;
    - Any form of payment provided to Oshawa Power that cannot be processed due to non-sufficient funds (NSF); or
    - A field visit by Oshawa Power is made to Disconnect Services to collect overdue charges.
c) A security deposit may be required if a customer fails to maintain a good payment history, as outlined in section 2.4.3.
d) If any of the events set out in (b) above occur due to an error on the part of Oshawa Power, the customer's payment history shall not be negatively affected.
e) If a customer is required to increase their existing security deposit amount, that increase shall be included in their next regular bill and associated due date.

2.4.3.4 Forms of Acceptable Security

The form of payment of a security deposit for a non-residential customer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46 at the discretion of the customer. The distributor may also accept other forms of security such as surety bonds and third-party guarantees.

The form of payment of a security deposit for a residential customer shall be cash or cheque at the discretion of the customer or such other form as is acceptable to the distributor.

2.4.3.5 Security Deposit Management and Refund

Oshawa Power will complete an annual security deposit review to assess deposit requirements, amounts and refund eligibility, for each eligible customer. A customer's billing and payment history will determine if a security deposit is required, due for an adjustment or refundable, in accordance with section 2.4.3.1 of these Conditions of Service.

Customers with active accounts that are eligible for a partial or full deposit refund shall have their cash deposit, plus accrued interest, applied to their account. Upon closure of an account, Oshawa Power shall automatically transfer the balance to the customer's new Oshawa Power account, as required or, where no such requirement or account exists, apply the deposit and accrued interest to the final bill. Any residual credits shall be returned by cheque, due within six weeks of account closure. Balances of less than $1.00 will not be returned by cheque.

Deposit interest on cash deposits shall accrue monthly and be applied to the customer's account at least annually, commencing from the date the deposit was paid in full. The interest rate shall be the Prime Business Rate, as published on the Bank of Canada website, less two percent, updated quarterly.

2.4.3.6 Failure to Comply with Security Deposit Request

Payment of security deposits identified as a condition of service or continuing service will be enforced by Oshawa Power through collection activities for amounts due, up to and including disconnection of electrical service.

2.4.4 BILLING

Oshawa Power bills customers on a monthly basis. Bills for the use of electrical energy may be based on either a metered or an unmetered connection.

Customers that are metered will be billed based on an actual meter reading. During periods when an actual meter reading is unavailable, customers will be billed in accordance with the validating, estimating, and editing process as described in section 5.3 of the DSC.

Oshawa Power will bill standard supply service customers. Standard supply service customers may discuss the charges shown on their bill by contacting Oshawa Power at the contact methods shown on their bill.

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

2.4.4.1 Customer Reclassification

Oshawa Power will review electricity usage of all non-residential customers once per calendar year to determine whether the customer should be assigned to another rate class based on their kilowatt-hour (kWh) usage and average demand over a 12-month period. A review may also occur if a customer demand falls outside the classifications limits for five consecutive months, in accordance with the Retail Settlement Code.

2.4.5 PAYMENTS AND LATE PAYMENT CHARGES

Payments owing to Oshawa Power may be made by way of cash or cheque in person at your bank or online bill payment options offered by most financial institutions, including third party credit card service (for a processing fee), telephone

banking and money order. Oshawa Power provides pre-authorized payment plans, and other such options for the convenience of its customers.

2.4.5.1 Equal Monthly Payment Plan

An equal monthly "budget billing" plan (BBP) is offered to qualifying residential and small commercial customers (general service <50kW) who purchase their electrical commodity through Oshawa Power (standard supply service). The equal monthly payment plan is not available to:

a) Customers enrolled with a retailer for the purchase of their electrical commodity;
b) Customers who do not have a regular/verified meter reading within the last six months;
c) Customers who have less than 12 months of billing history;
d) Small commercial customers who have unpredictable consumption usage.

This plan allows customers to spread their annual electricity costs evenly through the year for easier budgeting and a more predictable monthly bill. With BBP, the customer pays the same amount every month. An equal monthly payment will be automatically withdrawn from the customer's bank account. The customer may request that the withdrawal occur on the 5th, 15th or 25th of every month. The monthly payment amount is based on the customer's projected annual electricity usage and the price of electricity. If the customer's equal monthly payment plan amount exceeds or is insufficient compared to the customer's actual usage, the amount may be periodically adjusted by Oshawa Power, either higher or lower, as applicable. BBP customers are encouraged to monitor each bill to determine their scheduled withdrawal amount and date.

Some additional charges may appear on your statement from time to time. These may include, but are not limited to, fees for account set-up, credit checks, returned payments, or security deposits.

Oshawa Power, at its sole discretion, will determine the equal monthly payment plan amount. While the BBP is in effect and maintained, the parties agree that interest shall not be charged or credited to account balances.

If a payment is returned due to non-sufficient funds (NSF), an NSF fee and a late payment charge will be applied to the account. The overdue payment, the NSF fee and the late payment charge will be withdrawn on the next due date, at the same time as the next monthly payment. If scheduled payments are not maintained, customers may be removed from the BBP.

Upon request, customers may opt out of this BBP at any time, at which point, standard billing and collection timelines will apply. The requested changes will become effective within 15 business days of receiving the customer's request.

2.4.5.2 Pre-Authorized Payment Plan

This plan is available to all customers. A pre-authorized bank debit of the net-billed amount will be withdrawn from the customer's bank account on the due date of the bill. If a payment is returned due to NSF, an NSF fee and a late payment charge will be applied to the account. Should an NSF occur greater than two consecutive times, Oshawa Power has the right to remove pre-authorized payments from the account and notify customer of outstanding charges and payments that are due.

2.4.5.3 Late Payment Charges

A late payment charge of 1.5% per month (effective annual rate of 19.56% per year or 0.04896% per day) is applied to all accounts not paid by the due date and applied to any overdue amount.

Credit balances arising from customer overpayments may be refunded, by cheque, at the request of the customer. In such instances, no interest shall be applied to the amount.

2.5 CUSTOMER INFORMATION

Oshawa Power's Privacy Policy Statement and distribution licence describes how and why Oshawa Power collects, uses, discloses, handles, and protects the personal information of its customers. It also addresses the reasons why personal

information is collected, used, or disclosed, how the information is safeguarded, and outlines the individuals' rights with respect to this information.

Section 11 of the Retail Settlement Code specifies the rights of consumers and retailers to access current and historical usage information and related data and the obligations of Oshawa Power in providing access to such information. In general, Oshawa Power will 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 or standard.

Oshawa 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:

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

Customers have the obligation to provide Oshawa Power with information that is true, complete, and correct. The information is used to manage customer accounts, assess credit history and provide for account security. Oshawa Power may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

Upon written authorization by the customer, Oshawa Power will make information available to the customer or the customer's retailer, related to the meter(s), service location, account number, and recent billing determinants (usage, days used, period, reading method, and adjustment factors). Certain customers, depending on the type of metering installation installed by Oshawa Power or with additional optional equipment requested from and installed by Oshawa Power at the customer's expense, may have continuous access to their metering data through electronic means. Contact Oshawa Power for details.

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

Oshawa Power will honour requests for historical data for any specific customer and specific service location once a year from retailers and customers, if not available electronically through the EBT system or other existing arrangement. Oshawa Power may, at its discretion, charge a fee for any additional requests. A request is considered delivery of data to a single party.

Oshawa Power may refuse to provide distribution service to any customer with outstanding arrears from a previous premise within its service area until the outstanding arrears are paid.

3. CUSTOMER SPECIFIC

Refer to Appendix A: Ownership Demarcation Point of these Conditions of Service for all customer classes.

3.1 RESIDENTIAL

All residential customers with kWh meters will be deemed to have a demand of 50kW or less.

3.1.1 SINGLE FAMILY HOMES

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

3.1.1.1 Service Information

One 120/240V, 1-phase, 3-wire service will be installed to each new or existing home. This service can be a 120/208V 1-phase, 2-wire service if confined to downtown area.

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

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

3.1.1.2 Overhead Service

The maximum capacity of overhead service supplied from Oshawa Power's transformers on the public road allowance will be 200A. Services greater than 200A may require a separate supply at distribution voltage. Where transformation facilities are required on private property, please refer to Appendix A: Ownership Demarcation Point for ownership details.

The service conductor up to the customer's attachment point is owned and maintained by Oshawa Power.

3.1.1.3 Underground Service

The maximum capacity of services supplied from Oshawa Power's transformers on the public road allowance will be 200A. Services greater than 200A may require a separate supply at distribution voltage. Where transformation facilities are required on private property, please refer to Appendix A: Ownership Demarcation Point for ownership details. Oshawa Power will supply and install the service conductor from the supply point to a delivery point on the customer's premises at the customer's expense. The customer will provide direct buried PVC Type II duct, one meter from the meter base to the property line, in order to meet Oshawa Power's requirements to accommodate the service conductors.

3.1.1.4 Ownership of Conductor

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

3.1.2 STREET TOWNHOUSES

This section pertains to the supply of electrical energy to row housing consisting of street townhouses, which are usually a freehold property, the land being owned by the individual owners of each unit, fronting onto a municipal street. For definition purposes a townhouse development is a structure or complex of structures each containing more than two residential units. Each unit would be occupied by a single residential customer and have direct outside access at ground level.

The customer and consumer will generally be the same entity.

3.1.2.1 Service Information

The customer will enter into a servicing agreement with Oshawa Power governing the terms and conditions under which the complete underground electrical distribution system and services will be designed, supplied and installed by Oshawa Power at the customer's cost. The customer can supply and install the equipment in many cases. One 120/240V, 200A maximum, 1-phase, 3-wire service will be provided for each unit. Each unit will be separately metered with meters located at each unit or grouped. Oshawa Power retains ownership of the entire distribution voltage system including transformers.

Consult with Oshawa Power for further details about the Residential Electrical Distribution Systems standard.

3.1.3 BLOCK TOWNHOUSES

This section pertains to the supply of electrical service to row housing in which all housing units are located on common land which is the property of a condominium, or which is owned by one person. Each unit would be occupied by a single residential consumer and have direct outside access at ground level. These units usually front onto internal roads which are also privately owned.

The customer is the person or condominium.

3.1.3.1 Service Information

The customer will enter into a servicing agreement with Oshawa Power governing the terms and conditions under which the complete underground electrical distribution system and services will be designed by Oshawa Power at the customer's cost. The customer can supply and install the equipment in many cases.

One 120/240V, 200A maximum, 1-phase, 3-wire service will be provided for each unit. Street lighting will be to ESA requirements and designed and installed by the customer's consultant at the customer's expense. This type of street lighting will be maintained by the customer. Oshawa Power maintains ownership of the system to the customer's meter base. A blanket easement over the lands must be provided by the customer to Oshawa Power.

Consult with Oshawa Power for further details about the Residential Electrical Distribution Systems standard.

3.1.4 MULTIPLEXES

This section pertains to the supply of electrical energy to small residential apartment buildings. For definition purposes a multiplex is a permanent structure(s) on a single parcel of land, approved by the municipal building department for that purpose and containing three to six units with a common fronting on a municipal street.

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

3.1.4.1 Service Information

Oshawa Power will design, supply and install the underground electrical distribution system and services at the customer's cost. The customer can supply and install the equipment in many cases.

One 120/240V, 400A maximum, single phase, 3 wire underground service will be provided for each building. Each unit will be separately metered with meters located at each unit or grouped. Oshawa Power retains ownership of the entire distribution voltage system including transformers.

Consult with Oshawa Power for further details about the Residential Electrical Distribution Systems standard.

3.2 GENERAL SERVICE (BELOW 50 KW)

All non-residential customers with an average monthly peak demand below 50kW over the past 12 months are classified as general service customers below 50kW. All three phase customers will be classified as general service and metered for energy usage in kWh and for peak monthly kW demand.

3.2.1 SINGLE COMMERCIAL/INDUSTRIAL BUILDINGS

This section pertains to the supply of electrical energy to single commercial and industrial buildings. For definition purposes a "single" building is a structure or structures on a single parcel of land occupied by one customer and is predominantly used for commercial or industrial purposes, e.g. churches, schools, shopping malls, plazas and institutional sites.

3.2.1.1 Service Information

Oshawa Power will own, operate, repair and replace at its own cost the electrical components of the system up to the owner demarcation points noted in Appendix A.

The customer will own, operate, repair and replace at its own cost all civil works and components on the customer's property required to house Oshawa Power's electrical components. The customer will also own, operate, repair and replace at its own cost all components, both civil and electrical, beyond the ownership demarcation point.

3.2.2 CONSTRUCTION POWER

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

Such services may be in place for a period equal to or less than six months. Longer periods may be permitted at the discretion of Oshawa Power and will require re-inspection and approval by the ESA.

3.2.2.1 Temporary Services

Temporary services are typically installed for the purpose of providing construction power, power to special events, or for situations requiring power for up to, but not exceeding six months. Services that are anticipated to be in place longer than six months will be considered permanent and are covered under the appropriate servicing conditions. The temporary service is defined as 120/240 V, 1-phase service, of up to a maximum of 200A. Oshawa Power may provide for other capacity (primary or secondary) at the customer's expense.

3.2.2.2 Service Information

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

The service entrance point's location and metering details will be established through consultation with Oshawa Power. Failure to comply may result in modifications at the customer's expense. The customer must complete an Oshawa Power service request, and receive and accept an offer to connect prior to any construction to determine a supply point and associated cost. The customer will sign the contract for service and pay the necessary fees prior to any service being energized.

The customer will pay the total cost of the installation and removal of a temporary service.

Overhead Temporary Service

The customer has the responsibility to provide for the supply and installation of all facilities from the point of connection to the service entrance. Oshawa Power supplies the service conductors to the customer's first point of connection.

Oshawa Power shall install and connect the service conductor at the supply point; however, the customer's installation shall meet ESA's and Oshawa Power's service connection requirements identified in the offer to connect. The first point of attachment must be within 30 meters of the supply point. Any required private pole line must be self-supported and built to comply with the requirements of the ESA.

3.2.2.3 Underground Temporary Service

The customer has the responsibility to provide for the supply and installation of all facilities including a continuous, completely buried underground cable to be installed from the transformer to the meter base.

Oshawa Power shall connect the customer's service conductor to the transformer; however, the customer's installation shall meet ESA's and Oshawa Power's service connection requirements identified in the offer to connect.

3.2.2.4 Temporary Service Cost:

Consult with Oshawa Power for temporary service cost estimate.

3.2.3 MULTIPLE GENERAL SERVICE BUILDINGS

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

For definition purposes this may include:

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

Each multiple occupant building will be divided into a separate unit for each occupant in compliance with all applicable municipal fire department regulations and building codes.

3.2.3.1 Service Information

The customer will enter into a servicing agreement with Oshawa Power governing the terms and conditions under which the electrical distribution system and services will be designed and installed.

The customer will provide, install and bear the cost of the complete civil works necessary to house the cable on customer property. The cable will be supplied and installed by Oshawa Power at the customer's cost. Oshawa Power will own, operate, repair and replace at its own cost the electrical components of the system up to the ownership demarcation point set out in Appendix A.

The customer will own, operate, repair and replace at its own cost all civil works components required to house Oshawa Power's electrical components on customer property. The customer will also own, operate, repair and replace at its own cost all components, both civil and electrical, beyond the ownership demarcation point.

One service will be provided for each multiple industrial building. Where the "multiple" is a complex of buildings contained within one parcel of land, one service will be provided for the complex, not for each building. A primary loop feed is considered to be a single service. In this instance each building must have a separate municipal address.

Services to several buildings supplied from the same transformer can be directly connected to the transformer.

The service voltage will be established by Oshawa Power and will be either,

- 120/208 V, 3-phase, 4-wire
- 347/600 V, 3-phase, 4-wire
- 120/240 V, 1-phase, 3-wire
- 120/208 V, 1-phase, 2-wire; ** Supplied from a three-phase transformer bank and only confined to legacy downtown areas**

3.2.4 SMALL METERED LOADS

3.2.4.1 Bus Shelters

- The nominal service voltage will be 120/240 V, 1-phase, 3-wire.
- The service location will be established through consultation with Oshawa Power staff for each application.
- The method of supply, overhead or underground, will be determined by Oshawa Power and installed by the customer.
- These must be installed and maintained subject to the requirements of the ESA.
- An offer to connect will be made in each case, identifying among other items the costs to be charged to the customer for connecting to Oshawa Power's existing supply lines. Where additional work or equipment must be provided, a scope of work and quotation will be provided.
- The service will be metered.

3.2.4.2 Billboards

- The nominal service voltage will, at the discretion of Oshawa Power, be 120/240 V, 1-phase, 3-wire.
- The method and location of supply will vary and will be established for each application through consultation with Oshawa Power staff.
- The service will be metered.

3.2.4.3 Other Small Services

This section pertains to the supply of electrical energy for telephone booths, telecommunications amplifiers, and similar small, scattered loads.

- The nominal service voltage will be 120/240 V, 1-phase, 3-wire.
- The method and location of supply will vary and will be established for each application through consultation with Oshawa Power staff.
- The service will be metered.

3.2.4.4 Fire Pumps

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

- The service voltage, details of service entry and metering will be established through consultation with Oshawa Power staff.
- Where a large motor is to be installed, the customer is required to consult with Oshawa Power.

3.3 GENERAL SERVICE (ABOVE 50 KW)

All non-residential customers with an average monthly peak demand between 50kW and 1000kW over the past 12months are classified as General Service Demand customers above 50kW.

3.3.1 APARTMENT BUILDINGS

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

For definition purposes an apartment building is a permanent structure(s) on a single parcel of land, approved by the municipal building department for that purpose and occupied by six or more units. Entrances to dwelling units would be through common internal corridors. Apartment buildings will be individually metered. Alternatively, bulk metering of all complexes will be allowed.

3.4 GENERAL SERVICE (ABOVE 1000 KW)

All non-residential customers with an average peak demand of 1000kW or higher over the past 12 months are to be classified as customers over 1000kW.

3.4.1 CUSTOMER-OWNED SUBSTATIONS

3.4.1.1 General

Customer-owned substations are a collection of transformers and switchgear located in a suitable room or enclosure, owned and maintained by the customer and supplied at primary voltage from Oshawa Power's system.

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

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

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

3.4.1.2 Routine Inspections and Maintenance

Oshawa Power may perform a visual, non-contact, energized inspection of customer-owned substations on a periodic basis, and report to the customer any deficiencies found. This deficiency report may include an order to repair. Failure by the customer to make repairs which in Oshawa Power's opinion represent risk to public safety or to the integrity of Oshawa Power's system may result in the supply to the substation being interrupted, until such time the repairs are made.

Such inspection activity is made solely for Oshawa Power's own interests and the protection of security to Oshawa Power's electrical supply system. Oshawa Power will not be liable to the customer or any other party for failure to make such inspection, or for failure to observe any deficiency or risk to the customer's property and continued electrical supply, or risk to public safety. The customer will have sole responsibility to ensure the ongoing security and safety of its substation(s).

The customer will have their substations inspected thoroughly in accordance with the DSC. The minimum inspection cycles for customer-owned substations are one year for open substations and three years for enclosed substations. This inspection requires the use of a qualified high-voltage substation contractor and the de-energization of the equipment. Note that the ESA has authority over re-energization of such substations, and their inspection will apply to any modifications or major repairs made.

3.4.1.3 Aged Equipment

Oshawa Power has identified that certain older customer-owned substations are equipped with vintage 44 kV air break switches using "cap and pin" style insulators. These insulators have generally been reported to suffer mechanical failure randomly or during switching procedures. Oshawa Power will encourage customers with such installations to plan for the replacement of these switches as soon as practicable for the customer.

3.5 DISTRIBUTED ENERGY RESOURCES

Operation of an embedded generator shall not endanger workers or jeopardize public safety, or adversely affect or compromise equipment owned or operated by Oshawa Power, or the security, reliability and the quality of electrical supply to other customers connected to Oshawa Power's distribution system.

When the customer connects an embedded generator to the Oshawa Power distribution system, an interface protection system shall be provided to minimize the severity and extent of disturbances to the Oshawa Power distribution system and to minimize the effect on other customers. Oshawa Power may require this protection to include a transfer trip scheme tied to the Oshawa Power distribution feeder protection. The interface protection shall automatically isolate the generator(s) from Oshawa Power's distribution system and is subject to review and acceptance by Oshawa Power.

The embedded generator may be required to supply equipment to allow Oshawa Power to monitor the status of the protection components at the generator, as well as the generator's output, at the embedded generator's expense. The offer to connect will outline the total cost to be assumed by the customer, including, but not limited to, the supply and installation of the bidirectional meter, engineering review and approval, as well as any other associated labor and material costs arising from modifications to the distribution system due to the impact of the microgeneration connection. The generating facilities shall be constructed in accordance with the OESC, Appendix F (Process for Connecting an Embedded Generator) of the DSC, Hydro One Technical Interconnection Requirements, CSA and IEEE Standards related to the interconnection of generators with electric distribution systems.

The embedded generator will be required to enter into an Embedded Generation Connection Agreement for operating the generating facilities in parallel with Oshawa Power's distribution system.

Note that the embedded generator may be subjected to additional or similar requirements from the transmission utility.

3.5.1 DESIGN REQUIREMENTS

The embedded generator shall provide the following information at minimum:

a) An electrical single line drawing showing all primary and secondary voltage facilities connected to the generator(s) including any interlocking schemes, rating of protective devices or fuses, primary and secondary switchgear, disconnect switch and metering facilities;
b) Trip settings and delays at the interface devices;
c) Layout and rating of generating facilities including all associated switchgear and metering facilities; and
d) A protection philosophy and coordination study of all levels of protective devices is to be performed and provided to Oshawa Power for review;
e) Declaration of siting restrictions.

Oshawa Power at its discretion may ask for additional information.

3.5.2 CONNECTION OF MICRO-EMBEDDED GENERATION FACILITIES (10KW AND BELOW)

For every application to connect a micro-embedded generation facility, Oshawa Power requires information regarding capacity of the units, fuel type, technology and location of the facility.

Once the applicant receives all necessary approvals, Oshawa Power will make all metering arrangements and connect the generation facility to the distribution system within the timelines specified in the DSC.

If the generator is located at an existing customer connection, Oshawa Power will connect the generator within the timelines specified in the DSC after receiving the completed application. Oshawa Power will provide the applicant with at least 30 days to accept the offer to connect.

3.5.3 CONNECTION OF OTHER GENERATION FACILITIES (ABOVE 10KW)

For every application to connect a generation facility larger than 10kW, Oshawa Power requires information about capacity of the units, fuel type, technology and location of the facility. The applicant must pay a connection impact assessment application fee, or any additional fee as required to Oshawa Power.

Upon receiving a complete application package, Oshawa Power will outline costs to perform a connection impact assessment, to be borne by the generator. Additionally, if job-specific details necessitate a connection impact assessment by the upstream transmitter, the generator is responsible for those costs as well. Following assessment, Oshawa Power will outline the total cost, including, but not limited to, the supply and installation of the bidirectional meter, engineering review and approval, as well as any other associated labor and material costs arising from modifications to the distribution system due to the impact of the generation connection. These costs are also to be borne by the generator.

If the generator who applies for connection of a generation facility requests a preliminary meeting with Oshawa Power, it will be scheduled within 15 days after it was requested. Oshawa Power will not charge the generator for the preliminary meeting.

Oshawa Power will provide the applicant with its assessment of the impact of the facility, a detailed cost estimate and an offer to connect within the timelines specified in the DSC for a mid-sized and a large facility respectively. The assessment will cover the impact of the proposed generation facility relating to voltage impact, connection feasibility, the need for line upgrades, transmission system protection and metering requirements.

If the applicant makes any material changes in the design, equipment and connection, the information about the changes will be provided to Oshawa Power for preparation of the revised assessment. The generation facility will be connected after any required payments have been received by Oshawa Power and within the timelines specified in the DSC, and after receiving comments from the transmitter. Once the generator enters the cost agreement, Oshawa Power will conduct a design review to ensure the detailed engineering plans are acceptable. Oshawa Power shall have the option to witness

the testing and commissioning of the generating facility prior to authorizing the connection of the generating facility to the distribution system.

3.5.4 NET METERING

Eligible customers with generation facilities may supply electricity to Oshawa Power's distribution system after meeting their own electricity needs. Load customers who wish to install a generation facility in accordance with latest version of Ontario Ministry of Energy Regulation 541/05 and who meet the following criteria may participate in net metering:

a) The generation facility generates the electricity primarily for the generator's own use;
b) The generation facility generates the electricity solely from a renewable energy source;
c) The maximum cumulative output capacity of the equipment used to generate the electricity that the generator intends to return to the distributor for net metering purposes is no greater than 500 kW) based on the rated maximum output capacity of the equipment; and
d) The generator conveys the electricity from the point of generation to another point for the generator's own consumption, without reliance on the Oshawa Power's distribution system, before conveying any excess electricity to Oshawa Power's distribution system.

The connection of an eligible generator to Oshawa Power's distribution system is subject to conditions in Oshawa Power's electricity distribution license governing the connection of generation facilities to the distribution system. A net metering customers must also meet all requirements for generation facilities as set out in section 3.5 of these Conditions of Service and any other requirement, as applicable.

An electricity bill for a net metered customer will reflect the difference between the value of the units of electricity exported to Oshawa Power's distribution system and the value of the units of energy consumed from that system each month. If the difference results in a net export of electricity by the customer, a credit for the value of the units of net energy exported will appear on the customer's account and will be carried forward and applied in a future billing period(s). After issuing a bill in any billing period where a customer has carried an energy credit for all billing periods in the previous 10 consecutive months, the value of any remaining accrued electricity credits will be reduced to zero dollars for the purpose of the next billing period. Regulated electricity charges apply to the net consumption of electricity. Standard fixed monthly service charges apply to all customers.

To participate in net metering, the customer must utilize an operational bidirectional revenue meter that records energy consumed and energy delivered. Oshawa Power shall supply and install the bidirectional meter at the customer's cost.

3.6 EMBEDDED MARKET PARTICIPANT

A customer who is a wholesale market participant shall meet all requirements of the OEB and the IESO related to that status and will provide initial and regular information and data to Oshawa Power as required by these agencies and the relevant codes.

A connection agreement with Oshawa Power will be required. See the DSC for more information.

3.7 EMBEDDED DISTRIBUTOR

The terms and conditions applicable to the connection of an embedded distributor will be included in the Connection Agreement with Oshawa Power. Until such time as such a Connection Agreement is executed, the embedded distributor shall be deemed to have accepted and agreed to be bound by all the terms in these Conditions of Service that apply to such embedded distributor. See the DSC for more information.

3.8 UNMETERED CONNECTIONS

In general, all services will be metered. However, certain types of electrical loads are not practical to meter, or the cost of metering represents an inordinate expense to both the customer and Oshawa Power. Unmetered loads are loads that are billed based on an estimated usage and load profile. Oshawa Power has the sole right to determine if a load is to be classified as unmetered.

Typical unmetered loads in Oshawa Power's service area may consist of municipally or provincially owned roadway lighting located on road allowance or a power supply for a temporary short-term event where the installation of a meter is not practical.

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

Unmetered customers shall not allow other customers to use the unmetered electrical power from their system without the written consent of Oshawa Power. Existing unmetered loads that do not fit the current criteria to be unmetered, shall remain unmetered at Oshawa Power's discretion. Should a significant upgrade be made to the equipment, or the electrical supply to the equipment is upgraded by Oshawa Power, the unmetered load shall become metered at the customer's expense.

Oshawa Power shall consult with unmetered load customers prior to the implementation of rate-related studies and changes that may materially impact unmetered load customers.

3.8.1 APPLICATION PROCESS

The customer shall make an application for a new unmetered load connection in writing to Oshawa Power. The customer shall provide a detailed calculation of connected loads for unmetered services that includes the following:

- Number of units
- Wattage of units
- Number of hours of operation per 24-hour period
- Total energy consumption in kWh for a 1-month period

The calculation shall be signed and stamped by a professional engineer, licensed to practice in Ontario. Oshawa Power shall utilize the above calculation in providing the customer an offer to connect and for billing of the unmetered load.

Oshawa Power reserves the right to verify the above calculations accurately reflect the energy consumed by the unmetered load at the customer's expense. The same process shall be followed in the audit process as outlined in section 3.8.3 below.

3.8.2 UPDATING OF UNMETERED LOAD DATA

The customer is obligated to inform Oshawa Power in writing within 30 days of any revision to the load profile of existing unmetered load. The customer shall provide Oshawa Power with a detailed calculation of the revised load including the following:

- Number of units
- Wattage of units
- Number of hours of operation per 24-hour period
- Total energy consumption in kWh for a 1-month period

The calculation shall be signed and stamped by a professional engineer, licensed to practice in Ontario. Oshawa Power shall utilize the above calculation in revising the billing for the unmetered load.

Oshawa Power reserves the right to verify the above calculations accurately reflect the energy consumed by the unmetered load at the customer's expense. The same process shall be followed in the audit process as outlined in section 3.8.3 below.

3.8.3 AUDIT PROCESS

On an annual basis, or more frequently as determined by Oshawa Power, Oshawa Power and the customer shall review records of unmetered load to ensure accuracy of the unmetered accounts. Should a field audit be necessary to verify accuracy, Oshawa Power and the customer shall each assume their own costs associated with the field audit.

Existing unmetered services shall be audited for energy consumption on a periodic basis at the sole discretion of Oshawa Power. Oshawa Power may choose to meter the load at any time and for any duration to, for example, verify or study typical usage (i.e., amount or profile) at the customer's expense. Also, when requested by Oshawa Power, the customer shall be asked to undertake, at their cost, electrical usage profile studies by using either a certified lab or in-field metering unit deemed to be acceptable by Oshawa Power. The interim results and final report are to be signed and stamped by a professional engineer, licensed to practice in Ontario, and provided to Oshawa Power in an acceptable format and on a timely basis.

3.8.4 BILLING OF UNMETERED LOADS

Oshawa Power shall utilize the data provided in sections 3.8.1, 3.8.2 or 3.8.3 above, whichever is most current, for the purpose of billing the customer. The customer shall be billed using unmetered rates, as approved by the OEB.

Roadway lighting customers shall be billed using the approved OEB street lighting load shape template.

3.8.5 MUNICIPAL/PROVINCIAL LIGHTING ON PUBLIC ROADWAYS

Oshawa Power will require a formal joint use agreement with each municipality for the installation of roadway lighting on Oshawa Power-owned equipment. All street lighting plant, facilities, or equipment owned by the customer, whether on public rights-of-way or municipal or provincial property, are subject to ESA requirements.

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

Since street lighting is an unmetered service, all new or replacement luminaires and photo controls must meet basic Oshawa Power requirements. Oshawa Power may allow an approved contractor to connect new lights, or reconnect an upgrade light, to existing available supply wires on an application-by-application basis and subject to approval from ESA.

All existing overhead circuits on Oshawa Power poles which supply streetlights mounted on Oshawa Power poles, or which feed connections to underground street light circuits, are the property of Oshawa Power. All existing underground circuits which supply street lighting only are the property of the municipality, with the exception of the underground circuit from the transformer to the breaker in the first light, which is owned by Oshawa Power.

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

New underground circuits which supply only street lighting are the property of the municipality. In all cases, new circuits must be connected to Oshawa Power's supply system by a suitable disconnect device, approved by the ESA, and the location and access requirements must be consistent with standard joint use or joint occupancy provisions.

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

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

3.8.6 STREET LIGHTING

All services supplied to street or roadway lighting equipment owned by or operated for a municipality or the Province of Ontario will be classified as street lighting service.

3.8.7 TRAFFIC SIGNALS, CROSSWALKS, TRAFFIC/PEDESTRIAN BEACONS

The service voltage will be:

- 120/240 V, 1-phase, 3-wire.

The method and location of supply will vary and will be established for each application.

3.8.8 DECORATIVE LIGHTING

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

Available service voltage will be:

- 120/240 V, 1-phase, 3-wire, or
- 120 V, 2-wire.

The method and location of supply will vary and will be established for each application. Each new service must be controlled by a photo-control device meeting Oshawa Power specifications.

3.8.9 SENTINEL LIGHTS AND WATER HEATERS

Legacy flat rate water heaters and sentinel lights (dusk-to-dawn) connected to unmetered wires will continue to be billed as a flat monthly electricity charge.

Oshawa Power will not connect any new unmetered sentinel lights and water heaters. Oshawa Power aims to phase out these unmetered connections out over time.

4. GLOSSARY OF TERMS

"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;

"ancillary equipment" and "ancillary services" means equipment services necessary to maintain the reliability of the IESO controlled grid; including frequency control, voltage control, reactive power and operating reserve services;

"backup generator" means a generation facility that only operates in the absence of utility supply and has a transfer switch which isolates it from the distribution system such that "generation" cannot be paralleled to the distribution system for safety, metering, and equipment damage reasons;

"basic connection allowance" means the amount Oshawa Power has included in its rates for new residential services and which will be applied as a credit against the cost of installing a new residential service;

"bidirectional meter" means a meter capable of recording net energy flow by monitoring flows in both a forward and reverse direction;

"bulk meter" means having a revenue class Measurement Canada approved meter and/or installation that is used as a single point of measurement which Oshawa Power uses to bill the customer's energy account for a premise;

"business day" means any day that is not a Saturday, a Sunday, or a holiday;

"Conditions of Service" means the document developed by a distributor in accordance with subsection 2.4 of the DSC 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;

"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 or from that connection;

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

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

"customer" means a generator or consumer whose facilities are connected to or are intended to be connected to a distributor's distribution system. This includes developers of residential or commercial sub-divisions;

"developer" shall mean a person(s) owning property that new or modified electrical services are to be installed;

"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;

"distributed energy resource" means a generation Facility or another facility (e.g., storage) connected directly or indirectly to the electricity grid on the customer side of the meter that provides short and/or long-term energy storage and releases the energy as electricity;

"distribution services" means services related to the distribution of electricity and the services the OEB has required distributors to carry out;

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

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

“distributor” means a person who owns or operates a distribution system;

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

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

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

“embedded distributor” means a distributor that is provided electricity by a host distributor;

“embedded generation facility” means a generation facility which is not directly connected to the IESO-controlled grid but instead is connected to a distribution system;

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

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

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

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

“Force Majeure Event” In a situation reasonably beyond the control of the party whose inability to perform results from events including, without limitation, strike, lockout or other labour dispute of that party’s employees, damage or destruction by the elements, accident to the works of that party, fire, explosion, war, legal act of the public authorities, insurrection, Act of God or inability to obtain essential services or to transport materials, products or equipment because of the effect of similar causes on that party’s suppliers or carriers;

“general service” means the rate classification applicable to any service that does not fall into the residential class. General service class is composed of commercial, industrial and institutional customers;

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

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

“generator” means a person who owns or operates a generation facility;

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

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

“host distributor” means a distributor who provides electricity to an embedded distributor;

“IESO” means the Independent Electricity System Operator established under the Electricity Act;

“IESO-controlled grid” means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation;

“market rules” means the rules made under section 32 of the Electricity Act;

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

“meter service provider” means any entity that performs metering services on behalf of a distributor or generator;

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

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

"micro-embedded generation facility" means an embedded generation facility with a nameplate rated capacity of 10kW or less;

“OEB” means the Ontario Energy Board;

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

"Ontario Electrical Safety Code" or “OESC” means the code adopted by O. Reg. 164/99 as the Electrical Safety Code;

“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;

“Oshawa Power” is a distributor and is properly known as Oshawa PUC Networks Inc., including its officers, employees and agents;

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

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

“point of supply,” with respect to an embedded generation facility, means the connection point where electricity produced by the generation facility is injected into the distribution system;

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

“Rate Handbook” means the OEB’s Handbook for Utility Rate Applications that outlines the regulatory mechanisms that will be applied in the setting of distributor rates;

“registered meter service provider” means a customer that provides, installs, commissions, registers, maintains, repairs, replaces, inspects and tests metering installations and is approved and registered by Measurement Canada and the IESO;

“regulations” means the regulations made under the Act or the Electricity Act;

“residential customer” means a customer that receives a “residential service”;

“residential service” means the rate classification that applies to single family dwelling units used for domestic purposes and includes seasonal residential dwellings. Residential services are deemed to be less than 50kW for purposes of these Conditions of Service;

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

“Retail Settlement Code” means the code approved by the OEB and in effect at the relevant time, which, among other things, establishes a distributor’s obligations and responsibilities associated with financial settlement among retailers and customers and provides for tracking and facilitating customer transfers among retailers;

"retailer" is a person who retails electricity to consumers who do not take standard supply service;

“service area,” with respect to a distributor, means the area in which the distributor is authorized by its licence to distribute electricity;

“service voltage” is the voltage at which the customer agrees to take and Oshawa Power agrees to supply electrical energy. This may be utilization voltage or some other higher voltage;

“smart meter” means a device (including metering equipment, systems and technology and associated equipment, systems and technologies) that measures electrical energy use (kilowatt-hours, kWh) and is part of an integrated data management system which records, stores, and transmits date and time stamped meter readings to Oshawa Power for billing purposes. In the case of a commercial metering point, demand quantities (kW and/or KVA) on an hourly or sub-hourly basis;

“standard supply service” is the manner in which Oshawa Power is obligated to sell electricity to every connected person section 29 of the Electricity Act or to give effect to rates under section 79 of the OEB Act, as set out in the OEB’s Standard Supply Service Code for electricity distributors

“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 OEB, 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;

“utilization voltage” is the voltage at which a customer’s devices, equipment, and appliances commonly operate;

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

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

“wholesale supplier” means a person who sells electricity or ancillary services through the IESO-administered markets or directly to another person, other than a consume

5. APPENDICES

Appendix A: Ownership Demarcation Point

Appendix B: Schedule of Rates and Specific Service Charges

Appendix C: Electric Vehicle Supply Equipment (ESVE) Connection Requirements

APPENDIX A: OWNERSHIP DEMARCATION POINT

Type of Connection	Reference section	Ownership Demarcation Point
Residential – Secondary supply (Not requiring transformation facilities on private property)	3.1	Overhead – Top of customer standpipe or mast Underground - Line side of customer's meter base.
Residential – Primary supply (Requiring transformation facilities on private property)	3.1	Overhead - First point of attachment on private property, be it a cut-out or any other operating device. Oshawa Power will own/operate/maintain the transformation on the customer-owned pole. Oshawa Power will not own the poles, hardware, and primary conductors, past the first point of attachment on private property. Underground - Load side terminals of Oshawa Power-owned transformer(s).
General Service – Secondary Supply (Not requiring transformation facilities on private property)	3.2	Overhead – Top of customer standpipe or mast Underground - Line side of fuse or main disconnect switch in customer's service entrance equipment, or line side of customer's meter base.
General Service – Primary Supply (Requiring transformation facilities on private property)	3.3, 3.4	Overhead – First point of attachment on private property, be it a cut-out or any other operating device. Oshawa Power will own/operate/maintain the transformation on the customer-owned pole. Oshawa Power will not own the poles, hardware, and primary conductors, past the first point of attachment on private property Underground - Load side terminals of Oshawa Power's transformer(s).
General Service – customer-owned Transformer/Substation	3.4.1	Overhead – First attachment point to customer-owned pole, be it a cut-out or any other operating device. Underground – N/A
Traffic Signals, Crosswalks, etc.	3.8	Overhead - Top of customer standpipe or mast. Underground - Line side of fuse or disconnect switch in customer's first vault, hand-hole, or junction box, OR Line side of customer's meter base.
Street Lighting	3.8	Overhead – Line side of fused disconnect. Underground - Line side of customer's disconnection device in customer's first vault, hand-hole, or junction box.
Dedicated Street Light Feed to customer-owned pole(s)	3.8	Top of customer standpipe or mast.

NOTES:

1. The supply voltage brought into private property determines type of supply under "Type of Connection"
2. The operational demarcation points are as follows:
    a. Metered services: Line side of the meter base
    b. Unmetered services: Same as ownership demarcation point

APPENDIX B: SCHEDULE OF RATES AND SPECIFIC SERVICE CHARGES

For the latest approved Ontario Energy Board Rates and Specific Service Charges, please refer to Oshawa Power's website at https://www.oshawapower.ca/rates-billing/.

APPENDIX C: ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) CONNECTION REQUIREMENTS

BACKGROUND

In order to streamline the process for connecting public charging facilities that commonly service multiple Electric Vehicles, the OEB has issued the Electric Vehicle Charging Connections Procedures (EVCPP). The document highlights connection procedures for Electric Vehicle Supply Equipment (EVSE) connections including, but not limited to, non-residential customer applications including Level 2 and Level 3 charging stations, such as publicly accessible direct current fast charging stations, workplace charging, charging stations used for commercial EV fleets and charging installations for 2.multi-unit residential or commercial buildings, where the EV chargers are owned or operated by the building owner or a third-party charging provider.

PURPOSE

This document provides specific information to connect EVSE to Oshawa Power's distribution system in accordance with the DSC and the EVCPP.

1. CONNECTION REQUEST

An 'Electric Vehicle Preliminary Consultation Information Request' (EVPCIR) form can be found on Oshawa Power's website. A preliminary consultation is an optional step for customers. The customer can also directly submit a 'Commercial or Industrial Service Request Application' Form found on Oshawa Power's website.

2. BASIC CONNECTION FOR NON-RESIDENTIAL CUSTOMERS

Oshawa Power does not provide a basic connection allowance for non-residential customers. Please refer to section 2.1 of these Conditions of Service.

3. OFFER TO CONNECT

Please refer to section 2.1 of these Conditions of Service for details on the Offer to Connect, depending on scope of work involved.

4. CAPITAL CONTRIBUTION

Please refer to section 2.1.2 of these Conditions of Service.

5. WORK UNDER THE ALTERNATIVE BID OPTION

Please refer to section 2.1.2.3 of these Conditions of Service.

6. EXPANSION DEPOSIT

Please refer to section 2.1.2.5 of these Conditions of Service.

7. CONNECTION AGREEMENT OR OTHER AGREEMENT

Depending on the scope of work involved, Oshawa Power in its discretion may require a customer to enter into a Connection Agreement (or other agreements) with Oshawa Power, including terms and conditions in addition to those expressed in this Conditions of Service document and as provided for in the DSC.

8. APPLICABLE SERVICE CONDITIONS FOR CONNECTING NEW SERVICE

A complete application, payment as per the Offer the Connect, and adherence to all conditions and requirements as outlined in section 2.1 of these Conditions of Service are required for EVSE connection request.