



## CONDITIONS OF SERVICE

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# CONDITIONS OF SERVICE



## 1 INTRODUCTION

These Conditions of Service describe Wasaga Distribution's operating practices and connection policies and set out the terms and conditions upon which Wasaga Distribution offers and the Customer accepts Distribution Services.

The Distribution System Code ("DSC") requires that each distributor produce a Conditions of Service document. The purpose of this document is to provide a means for communicating the types and levels of service available to the Customers within Wasaga Distribution Inc.'s ("WDI") service area. The DSC requires that the Conditions of Service be readily available for review by the public. In addition, the most recent version of the document must be filed with the Ontario Energy Board ("OEB") for facilitating dispute resolutions if a dispute cannot be resolved between the Customer and WDI.

WDI's Conditions of Service document is based on the template presented in Appendix A of the DSC.

Customer safety and the safety of others are of primary concern to WDI. As such, these Conditions of Service shall not prejudice or affect any rights, privileges, or powers vested in WDI by law under Act of Legislature of Ontario or the Parliament of Canada, or any Regulations there under. Public Works on a highway is a higher hierarchy.

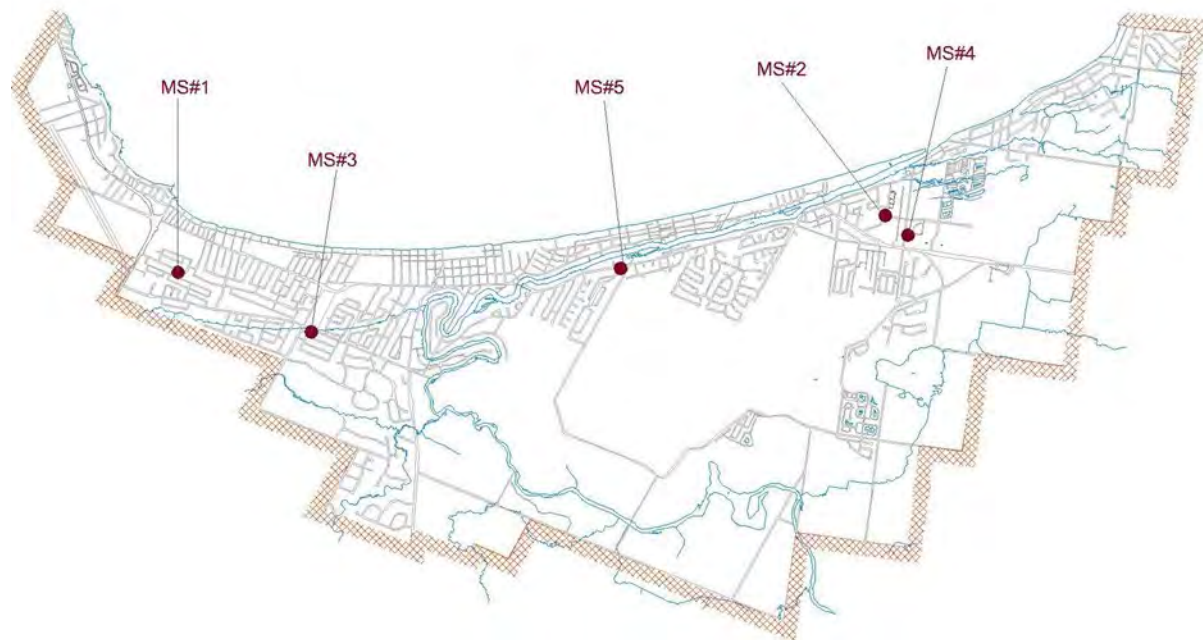
We have included a glossary of terms and listing of acronyms used in these Conditions of Service to assist you, which can be found in [Section 4](#).

### 1.1 Identification of Distributor and Territory

WDI is a corporation, incorporated under the laws of the Province of Ontario to distribute electricity and carry on the business of an electricity distributor within its licensed service area as defined in Schedule 1 of the Electricity Distribution Licence ED 2002-0544 issued to WDI by the Ontario Energy Board.

WDI owns, operates, and manages the assets associated with the distribution of electrical power to approximately 14,500 customers within the boundaries of the Town of Wasaga Beach. The roots of WDI extend back to the formation of the Township in 1976.

The licensed service area can change from time to time and Customers may find the most recent detailed description of the WDI's service area in Schedule 1 of the Wasaga Distribution License (ED 2002-0544).



## 1.2 Related Codes and Governing Laws

WDI is limited in the scope of its operation by the:

- a) Electricity Act 1998
- b) Ontario Energy Board Act
- c) Electricity Distribution Licence
- d) Electricity Distribution Rate Handbook
- e) Affiliate Relationships Code ("ARC")
- f) Digital Privacy Act ("DPA")
- g) Distribution System Code ("DSC")
- h) Retail Settlement Code ("RSC")
- i) Standard Supply Service Code ("SSSC")
- j) Transmission System Code ("TSC")
- k) Electricity and Gas Inspection Act
- l) Electrical Distribution Safety Ontario Regulation 22/04
- m) Ontario Regulation 442/07
- n) Building Broadband Faster Act
- o) Ontario Electrical Safety Code ("OESC")
- p) Public Service Works on Highways Act
- q) Ontario Building Code
- r) Employment Standards Act
- s) Personal Information Protection and Electronic Documents Act ("PIPEDA")
- t) Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")
- u) Bank Act
- v) Bankruptcy Act
- w) Accessibility for Ontarians with Disabilities Act ("AODA")
- x) Independent Electric System Operator (IESO) – Market Rules
- y) Occupational Health and Safety Act

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- z) Environmental Protection Act
- aa) Law Enforcement and Forfeited Property Management Statute Law Amendment Act, 2005
- bb) Customer Protection Act
- cc) Canada's Anti-Spam Law ("CASL")
- dd) Species at Risk Act
- ee) Income Tax Act
- ff) Family Law Act
- gg) Residential Tenancies Act
- hh) Any other obligation or requirement as prescribed by legislation or regulations.

In the event of a conflict between this document and the Distribution Licence or regulatory codes issued by the OEB, or the Electricity Act, 1998, the provisions of the Act, the Distribution Licence and the associated regulatory codes shall prevail. WDI will endeavor to modify its Conditions of Service document to align with the changes to regulatory codes, government acts and statutory requirements. The most recent versions of applicable codes and governing laws will apply to these Conditions of Service.

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 ensure compliance with their requirements. The work shall be conducted in accordance with the Ontario Occupational Health and Safety Act, the regulations for Construction Projects and the Electrical Utility Safety Rules issued by the Infrastructure Health and Safety Association.

## 1.3 Interpretations

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Words and phrases contained herein have the meanings ascribed to them in these Conditions of Service and in the documents listed in [Section 1.2](#).

Questions as to the interpretation or intent of any part of this document should be directed to WDI who the sole right shall have to make such interpretation:

- a) Headings and underlining are for convenience only and do not affect the interpretation of these Conditions of Service.
- b) Words referring the singular include the plural and vice versa.
- c) Words referring to a gender include any gender.
- d) Reference to a document, act, code, or bylaw shall be reference to the document, act, code, or by law as amended, re-enacted, or replaced from time to time.
- e) Any reference to duration of time in working days shall be a reference to the normal working days of WDI and will not include any weekends, statutory holidays or holidays recognized by WDI.
- f) A reference to a document or a provision of a document includes any amendment or supplement to, or a replacement of, that document or that provision of that document.
- g) A request for clarification on the issue of the interpretation of any word appearing in these Conditions of Service shall be submitted in writing, and the final arbitrator between Customer and distributor shall be the OEB.

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## 1.4 Amendments and Charges

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WDI reserves the right to make changes to these Conditions of Service at any time. The provisions of these Conditions of Service and any amendments made from time-to-time form part of any Contract made between WDI and any connected Customer, generator, or their agents.

In the event of changes to the Condition of Service, in addition to notice included on Customer bills, a public notice shall be made in the form of either a notice in a local newspaper or a notice on WDI's website, [www.wasagadist.ca](http://www.wasagadist.ca).

The Customer is responsible for contacting WDI to ensure that the Customer has obtained, or obtains, the current version of the Conditions of Service. WDI may charge a reasonable fee for providing a copy of this document.

## 1.5 Contact Information

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WDI has the following business office locations to serve its Customers:

Address (full): 950 River Road West  
Wasaga Beach, Ontario L9Z 2K6

Phone #: 705-429-2517  
Fax #: 705-429-2590  
Email: [hydro@wasagadist.ca](mailto:hydro@wasagadist.ca)  
Web site: [www.wasagadist.ca](http://www.wasagadist.ca)

Business Hours: 8:30AM to 4:30PM Monday to Friday  
(except statutory holidays or holidays recognized by WDI.)

*Note: Engineering Offices are available by appointment only.*

## 1.6 Customer Rights

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The Customer has the right to access WDI's Distribution System and services in accordance with the Conditions of Service and the applicable acts, regulations, and codes. A Customer has the right to make application for Service or modification to an existing Service in accordance with these Conditions of Service. An application for and the provision of electrical Service in accordance with these Conditions of Service shall constitute an implied contract between the Customer and WDI.

The Customer has the right to request one (1) disconnect and reconnect, annually, for maintenance on the existing electrical Service at no cost to the Customers during normal business hours. Beyond normal business hours WDI will charge the Customer the full overtime costs.

### 1.6.1 Obligation to Sell Electricity

WDI is obligated to sell electricity to every Customer connected to its Distribution System in accordance with:

- a) Section 29 of the Electricity Act, 1998; and
- b) its Electricity Distribution Licence; and
- c) the requirements of the codes and laws in [Section 1.2](#).

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A Customer may request a list of Retailers who have service agreements with WDI. Customers have the right to receive Standard Supply Service from WDI, or its agent, where:

- a) the Customer has not chosen a Retailer.
- b) the Customer chooses to return from a Retailer.
- c) the Customer's Retailer is unable to supply; and
- d) the Customer's Retailer returns the Customer to WDI.

## 1.6.2 Access to Meter Information

The Customer has the right to interrogate the Customer's meter, and access meter information, or to assign these rights to others, in accordance with Section 11 of the Retail Settlement Code and subject to any relevant technical specifications and codes.

## 1.6.3 Identification

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

## 1.6.4 Liability for Damages

WDI will only be liable to the Customer and the Customer will only be liable to WDI for any damages that arise directly out of the willful misconduct or negligence of:

- a) WDI in providing distribution services to the Customer.
- b) or the Customer in being connected to WDI's Distribution System; or
- c) WDI or the Customer in meeting their respective obligations under the Conditions of Service, their licences, and any other applicable codes and laws.

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

The Customer shall indemnify and hold harmless WDI, its directors, officers, employees, and agents from any claims made by any third parties in connection with the construction, installation, and operation of the Customer's equipment.

WDI assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches, or for any action, omission, occurrence, or negligence by any persons over whom WDI has no control as detailed in the Conditions of Service.

A Customer who believes they have incurred damages to their property or equipment because of negligence or willful misconduct on the part of WDI, or from an electrical disturbance outside of the reasonable conduct of WDI, may submit a claim for damages to WDI.

WDI will investigate the claim and respond in writing within ten (10) business days of the receipt of the claim.



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## 1.7 Distributor Rights

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No employee, representative or agent of WDI has the authority to make any promise, agreement, or representation, whether verbal or otherwise, which is inconsistent with these Conditions of Service and no such promise, agreement or representation shall be binding on WDI.

Any notice under these Conditions of Service will be considered to have been given to the Customer on the date it is received by the Customer; or, when received by electronic transmission as confirmed by the sender's transmission report or read receipt, or three (3) business days following the date it was delivered by electronic mail or mailed by WDI to the Customer's last known address, whichever is sooner.

Where the Customer has chosen to hire a contractor to construct distribution facilities that will form part of WDI's Distribution System, WDI has the right to require the contractor to submit proof of previous experience, certification, and satisfactory performance acceptable to WDI prior to work commencing.

The Customer is required to provide WDI enough lead-time to ensure:

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

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

The supply of energy is conditional upon WDI being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the Service. Should WDI not be permitted to supply or not be able to do so, it is under no responsibility to the Customer whatsoever.

### 1.7.1 Assignment

WDI may, on notice to the Customer, assign all its rights and obligations under this Agreement, in whole or in part, to any Affiliate which is a Distributor or to any other Person which is a Distributor (including by way of amalgamation) without the consent of the Customer; and upon such notice and assignment, WDI shall have no further obligations or liabilities whatsoever under this Agreement.

### 1.7.2 Access to Customer Property

The Customer hereby grants WDI, its successors and assigns, the unrestricted right, privilege and easement, free of charge or rent, to use so much of the Service location and to enter on, in, upon, along and over the Service location at any time as WDI may deem it necessary or desirable for purposes of performing any work and for its employees, servants, agents, contractors and subcontractors to pass and re-pass with or without vehicles, supplies, machinery and equipment, on, in, upon, along and over the Service location at any time to perform any work and for all purposes necessary or convenient to the exercise and enjoyment of the right, privilege and easement hereby granted. Inspection of WDI's distribution system may be performed at heights well above its distribution poles using aerial devices or remote-control drones equipped with camera technology.



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WDI requires access to a Customer's property in accordance with Section 40 of the Electricity Act, 1998, to access such items as meters and metering equipment, overhead and underground plant, and/or to connect or disconnect equipment, or open or close circuits. The Customer will provide WDI space and cleared rights-of-way on private property for lines and equipment required to service the Customer. At the request of WDI, the Customer is required to provide keys and/or an area for mounting a key box to allow access to the above equipment.

The Customer shall not unreasonably interfere with WDI's access to its property.

If access to a Customer's property is not made available within a reasonable time, WDI may disconnect the supply of electricity to the Customer. WDI's policies and procedures with respect to the disconnection process are further described in [Section 2.2](#).

WDI may install a device at the metering point which allows WDI access to safely connect or disconnect the supply of electricity. WDI reserves the right to relocate the meter to an accessible location on the Customer's property at the Customer's expense.

## 1.7.3 Safety of Equipment

The Customer will comply with all aspects of the OESC to ensure that equipment is properly identified and connected for metering and operation purposes and will correct any deficiencies in a timely manner. If the Customer does not take such action within a reasonable time, WDI may disconnect the supply of electricity to the Customer.

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 construction and operation of distribution lines, endanger WDI's equipment, interfere with the proper and safe operation of its facilities or adversely affect compliance with any applicable legislation in the sole opinion of WDI.

For example, WDI requires a minimum clearance of 3 metres in front of underground padmount transformers and junction boxes; additionally, 1.5 metres is required from the other three sides.

Where such obstruction or encroachment is discovered, WDI will notify the Customer and provide a reasonable time for the Customer to remove any obstructions or reduce any encroachment. If the Customer does not remove such obstruction or reduce any encroachment within the time specified, WDI may, at the Customer's expense, disconnect the supply of electricity to the Customer and/or remove or relocate the obstruction or, in the case of shrubs or other vegetation, trim or remove such obstructions, provided the shrubs or other vegetation do not pose a continuing obstruction or encroachment. WDI will not be liable to the Customer for any damages. WDI's policies and procedures with respect to the disconnection process are further described in [Section 2.2](#).

The Customer will ensure that all electrical and mechanical equipment used by the Customer complies with the standards as outlined in [Section 2.3.2](#). The Customer agrees to take and use electricity in a manner that will not damage the equipment or other works of WDI or cause any wide or abnormal fluctuation of its line voltage or otherwise interfere with the use of electricity by other Customers connected to WDI's system.

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

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The Customer shall not attach wires, cables, or any other fixtures to WDI's poles or other property except by prior written permission from WDI.

## 1.7.4 Damaged Electrical Equipment

The Customer will be required to pay the cost of repair or replacement of equipment owned by WDI that has been damaged through the willful misconduct or negligence of the Customer and/or his agent(s) and/or employee(s) and/or constructor(s). The Customer is required to pay for such repair and replacement costs prior to reconnection of the Service. WDI shall notify the Electrical Safety Authority (ESA) of all serious electrical incidents incurred by the Customer and/or their agent(s), Contractors, and/or employee(s) and/or Constructor(s) within 48 hours.

If a third-party Constructor or Contractor who is not under contract to the Customer damages equipment owned by WDI, such as an accidental dig into energized underground cable, such third party will be responsible for the damages caused. WDI will report all electrical contacts above 750 Volts caused by a Constructor or Contractor to the Ministry of Labour.

## 1.7.5 Defective Customer Electrical Equipment

The Customer will repair or replace any equipment owned by the Customer that may affect the integrity or reliability of WDI's Distribution System. If the Customer does not take such action within a reasonable time, WDI may disconnect the supply of electricity to the Customer. WDI's policies and procedures with respect to the disconnection process are further described in [Section 2.2](#).

## 1.7.6 Operating Control

The Customer will provide a convenient and safe place for the employees or agents of WDI to install, maintain and operate its equipment at the Customer's premises.

The Customer will allow WDI to install and use meters and other equipment at the Customer's premises to conduct tests to determine the electrical characteristics of the Customer's load.

The Customer will not allow any person to remove, replace, alter, repair, inspect or tamper with equipment owned by WDI except an employee or an agent of WDI, or other person lawfully entitled to do so. The Customer will be required to pay the cost of repairs or replacement of WDI's equipment that has been damaged, destroyed or lost by the direct or indirect act or omission of the Customer or the Customer's agent(s).

## 1.7.7 Customer-Owned Physical Structures

The Customer is responsible for construction and maintenance of all civil works owned by the Customer on private property including, but not limited to, such items as poles, transformer vaults, transformer rooms, transformer pads, cable chambers, cable pull rooms and underground conduits. The Customer is also responsible for the repair or replacement of all civil works owned by the Customer on private property damaged because of tree roots or erecting of fence posts or other similar types of activities or occurrences. At the request of WDI, the Customer is required to maintain or replace their physical structures so that there are no safety hazards or risks to the reliable supply of electricity to the Customer. All electrical related civil work on private property must be inspected and accepted by the ESA and/or WDI.

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## 1.7.8 Allocation of Electricity During Emergencies

If the supply of electricity to WDI is interrupted or reduced because of an Emergency or equipment failure on the Transmission or Distribution System, WDI, in its sole judgment, may allocate the available electricity among the Customer and other Customers in its service area. An allocation of electricity under this Section shall be deemed not to be a breach of any contract.

## 1.7.9 Force Majeure

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

If a force majeure event prevents WDI from performing any of its obligations under these Conditions of Service and any applicable Connection Agreement, then WDI shall:

- a) Promptly notify the Customer of the force majeure event and its assessment in good faith of the effect that the event will have on its 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 practicable.
- b) 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 so.
- c) Use its best efforts to mitigate the effect of the force majeure event, remedy its inability to perform, and resume full performance of its obligations.
- d) Keep the Customer continually informed of its efforts, where practicable; and,
- e) Provide written notice to the Customer when it resumes performance of any obligations affected by the force majeure event.

Notwithstanding any of the foregoing, settlement of any strike, lockout, or labour dispute constituting a force majeure event shall be within the sole discretion of WDI. The requirement that WDI must use its best efforts to remedy the cause of the force majeure event, mitigate its effects, and resume full performance under these Conditions of Service shall not apply to strikes, lockouts, or labour disputes.

## 1.8 Disputes

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If, following good faith negotiations between a Customer or other market participant and the WDI employee, a resolution cannot be reached, the dispute may be submitted to a dispute resolution process.

Any dispute between Consumer or Customers or Retailers and which shall arise between WDI and a Customer(s) and other market participants subject to the terms of these Conditions of Service concerning the rights, duties, or obligations of WDI or others subject to these Conditions of Service, shall be settled subject to the following dispute resolution procedure:

- a) The Customer should endeavor to resolve the dispute by contacting the Customer's Retailer or, if appropriate any WDI front line staff representative during regular business hours or email the complaint to [hydro@wasagadist.ca](mailto:hydro@wasagadist.ca)
- b) Upon receipt of the complaint, the front-line staff member will acknowledge its receipt within ten (10) days (date stamped) and attempt to resolve the dispute through investigation and follow-up. If the front-line staff cannot resolve the dispute within five

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(5) business days to the satisfaction of the Customer, it will be immediately referred to the Manager/Supervisor. The Manager/Supervisor of WDI will attempt to resolve the dispute within ten (10) business days. If the complaint is un-resolved after ten (10) business days to the satisfaction of the Customer, it will be referred to the Vice-President/President who will attempt to resolve the complaint in ten (10) days. If the complaint is not addressed within ten (10) business days, WDI can advise the Customer that they can contact the OEB by toll free phone number or by using the website address designated by the OEB for that purpose.

- c) If, following good faith negotiations between the Customer and WDI, a resolution cannot be reached, the dispute may be referred to an independent third-party complaints' resolution agency approved by the OEB.
- d) Upon resolution of the dispute, the Customer may request and will receive a summary of the actions taken by WDI in resolving the dispute. The Customer may also request and receive a copy of the code, policy or other document that affected the outcome of the dispute.

The Customer reserves the right to submit their dispute into the OEB Consumer Complaint Response Process using the OEB E-Portal. Where a Customer complaint follows the OEB Consumer Complaint Response Process, the Customer complaint is forwarded to WDI through the OEB E-Portal. WDI shall adhere to the timelines specified by the OEB and submit the required information through the OEB E-Portal system as the means of resolving the dispute.

## 2 DISTRIBUTION ACTIVITIES (GENERAL)

### 2.1 Connections

This Section contains the information that is applicable to all Customer classes of WDI. Information that is particular to a specific Customer class is covered in [Section 3](#).

Under the terms of the Distribution Code, WDI has an obligation to make an Offer to Connect to any Customer located within its service territory. The Customer shall contact WDI providing sufficient lead-time to ensure timely provision of Service and adequate capacity. The Customer or its agent shall consult with WDI on matters of location, loading, Service voltage, metering, and any other pertinent details of the Service.

Although WDI has an obligation to make an Offer to Connect within its service territory, the obligation to meet all statutory municipal building approval requirements from an authority of competent jurisdiction lies solely with the Customer requesting Service.

#### 2.1.1 Building that Lies Along

By definition, a building “Lies Along” the WDI’s distribution system if it is:

- a) located within WDI’s defined territory and along a public right-of-way.
- b) the building can be connected to the existing Distribution System without an expansion or enhancement; and
- c) it meets the conditions listed in these Conditions of Service.

A Customer may obtain the appropriate application information and forms by contacting WDI’s Engineering Department.

Upon application for Service by an applicant Customer whose building Lies Along the Distribution System and abuts on, or has access to, a maintained public right-of-way, and where WDI has distribution facilities of the appropriate voltage and capacity, WDI is obligated to offer a connection to the Distribution System.

##### 2.1.1.1 Connection Fees - Residential Class Customers

Standard Connection Allowance - Each Distributor must define a basic connection for Residential Customers. The basic connection cost is recovered in the rates and shall not be charged to a Residential Customer requesting a Service. The value of the basic connection, the Standard Connection Allowance, shall be a credit against any Variable Connection charges estimated with respect to a connection.

The basic connection includes the following distribution services for all Residential Service Class Customers:

- a) Equivalent credit for supply and installation up to 30 metres of overhead secondary voltage conductor for up to a 200A Service for new or upgrade installations.
- b) One (1) connection plan or estimate for a Service connection at the discretion of WDI. There may be charges by WDI if the Customer requires more than one (1) estimate and layout due to changes in the Customer’s needs.

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- c) Connectors required to connect the Service conductor to the distribution system and to the Customer's mast.
- d) Supply and installation of miscellaneous tape, sealants, protectors, and corrosion inhibitors as required.
- e) One (1) trip to the Customer's site to connect a Service.
- f) 24-hour Emergency response service
- g) Supply and installation of overhead distribution transformation capacity or equivalent credit for installation of overhead pole mounted transformation.

Variable Connection Charge - for all connection costs above and beyond the basic connection a Residential Customer shall be subject to a Variable Connection Charge. WDI may provide the Variable Connection Charge as a fixed cost estimate, an estimated cost of connection that would be revised based upon the actual costs incurred or a combination of both. WDI shall identify the Standard Connection Allowance, any fixed cost estimates or estimated costs that shall be invoiced at actual cost on the Offer to Connect.

WDI will calculate a Variable Connection Charge based on the principles found in the DSC and as operationalized in [Appendix 5.2](#).

## 2.1.1.2 Connection Fees - General Service Class Customers

All connection costs for a General Service Class Customer shall be subject to a Variable Connection Charge. WDI may provide the Variable Connection Charge as a fixed cost estimate, an estimated cost of connection that would be revised based upon the actual costs incurred or a combination of both. WDI shall identify any fixed cost estimates or estimated costs that shall be invoiced at actual cost and any work that may be eligible for an Alternative Bid (see [Section 2.1.2.5](#)) on the Offer to Connect.

## 2.1.2 Expansions / Offer to Connect

### 2.1.2.1 General

Upon application for Service by a Customer whose building is located within WDI defined territory, WDI is obligated to make an Offer to Connect. This connection may include an expansion to WDI's existing Distribution System in the form of a physical extension of the existing Distribution System and/or enhancements to the existing Distribution System.

Enhancements to the existing Distribution System shall be designed, constructed, owned, and maintained by WDI and the Customer shall pay all costs associated with the enhancements, subject to [Section 2.1.2.2](#).

Any portion of an expansion to be owned by WDI shall be constructed such that it is on a municipal right-of-way, First Nations land, crown land and/or easements, preferably accessible from a maintained roadway, to allow for initial construction and all maintenance that may be required from time to time. It shall be the responsibility of the Customer to obtain property rights, acceptable to WDI, for all portions of the expansion that will not lie upon municipal right-of-way. All system expansions constructed on the municipal right of way shall be owned and operated by WDI.

It shall be the responsibility of the Customer to negotiate and acquire land rights for, construct, own and maintain any portion of the required expansion which does not lie upon a municipal



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right-of-way. WDI shall normally provide, and the Customer shall pay WDI for, the design and engineering of any extension that does not lie upon private property. All Customer costs associated with an expansion and/or enhancement are subject to [Section 2.1.2.2](#).

In certain cases, WDI, at its sole discretion, may assume ownership of all or part of the expansion which lies upon private land or lands, subject to the Customer obtaining registered easements. Please see [Section 2.1.6](#) for further information on easements.

WDI will respond to requests for connection within the following time frames, as prescribed in the Distribution System Code, from time to time:

- a) for Customers, no later than fifteen (15) calendar days from receipt of the request. At this time, WDI will specify any information that must be provided, and any obligations that must be met, by the Customer for WDI to process the request. An Offer to Connect will be made by no later than sixty (60) calendar days following WDI's receipt of all necessary information and the Customer meeting all their obligations; and
- b) for Embedded Generators and Embedded Distributors, WDI will follow the terms and processes outlined in the related appendices of the Distribution System Code (DSC). In the response, WDI will specify any information that must be provided and any obligations that must be met, by the Embedded Generator or Embedded Distributor for WDI to process the request. An Offer to Connect will be made within the time frame specified in the DSC.

Further to the requirements of the DSC, at a minimum, the Offer to Connect will contain:

- a) a statement as to whether the offer is a firm offer or is an estimate of the costs that would be revised in the future to reflect actual costs incurred.
- b) a reference to the distributor's Conditions of Service and information on how the Customer requesting the connection may obtain a copy of them.
- c) a statement as to whether an Expansion Deposit will be required from the Customer (see [Section 2.1.2.4](#) for further information) and if so, the amount of the deposit.
- d) a statement as to whether the connection charges will be charged separately from the Capital Contribution, and a description of, and if known, the amount for, those connection charges.
- e) a statement as to whether a Contribution in Aid of Construction ("CIAC") (Contributed Capital) will be required (see [Section 2.1.2.2](#) and [Section 2.1.2.3](#) for further information).
- f) if a CIAC is required from the Customer:
  - i. the amount of the CIAC; and,
  - ii. the calculation used to determine the amount of the CIAC to be paid by the Customer including all assumptions and inputs used to produce the economic evaluation ([Appendix 5.2](#)) and as described in the DSC; and,
  - iii. a statement as to whether the offer includes work for which the Customer may obtain an alternate bid, and if so, the process by which the Customer may obtain the Alternative Bid (see [Section 2.1.2.5](#)); and,



iv. a description of, and the costs for, the work that is eligible for Alternative Bid and the work that is not eligible for Alternative Bid associated with the expansion (see [Section 2.1.2.5](#)) broken down into the following categories:

- i. labour, including design, engineering, and construction; and,
  - ii. materials; and,
  - iii. equipment; and,
  - iv. overhead, including administration.
- g) an amount for any additional costs that will occur because of the Alternative Bid option being chosen, including but not limited to, Inspection costs.
- h) if the offer is for a residential Customer, a description of, and the amount for, the cost of the basic connection (Standard Connection Allowance) referred to in [Section 2.1.1.1](#) that has been factored into the economic evaluation; and
- i) if the offer is for a non-residential Customer and if the distributor has chosen to recover the non-residential basic connection charge as part of its revenue requirement, a description of, and the amount for, the connection charges referred to in [Section 2.1.1.2](#) that have been factored into the economic evaluation.
- j) terms and conditions for payments and deposits required; and,
- k) any additional information pertinent to the offer; and
- l) identification of other work the Customer is responsible for.

## 2.1.2.2 Contribution in Aid of Construction (CIAC) - also known as Capital Contribution

The Customer shall be required to pay WDI a CIAC to offset the cost of the expansion to the Distribution System. In addition to the CIAC, the Customer shall be required to provide an Expansion Deposit in a form acceptable to WDI. Such an Expansion Deposit shall be held as guarantee of the Customer's load projections.

WDI will use Good Utility Practices, and guidelines as defined from time to time by the OEB to determine the Distribution System expansion and related costs required to service the Customer's building based on the service requirements provided by the Customer. WDI will provide Service without a CIAC from the Customer, if WDI determines that the capital cost and on-going maintenance costs of the expansion will be recovered by future incremental revenue from the Customer. If the capital cost and on-going maintenance costs exceed the future incremental revenue recovered from the Customer, then a CIAC will be required from the Customer prior to execution of the project.

The CIAC will be calculated using the guidelines set out in the DSC. Other fixed costs not subject to the CIAC, if any, are detailed in [Section 3](#).

Based on the Service requirements provided by the Customer, WDI shall determine an estimate of costs to construct the expansion. The final cost charged to the Customer shall be based on the actual costs incurred by WDI.

This initial estimate will normally be provided at no charge to the Customer; however, WDI will generally require payment in advance before any detailed designs are prepared. In addition, the Customer shall prepay the amount of the CIAC and the Expansion Deposit before construction. Once all construction related to the connection is complete, the actual costs incurred by WDI will be compared to the estimate, with any difference owed to WDI invoiced to the Customer or any difference owed to the Customer refunded.

## 2.1.2.3 Rebates for Contributions in Aid of Construction Customers – Capital Contributions

In accordance with the DSC, un-forecasted Customer(s) that connect to the distribution system during the Customer connection horizon, and who benefit from an earlier expansion, shall contribute their share and the initial contributor(s) shall be entitled to a rebate, without interest, from WDI. The apportioned benefit shall be determined by considering such factors as the relative load level and the relative line length (in proportion to the line length being shared by both parties). WDI will use the economic evaluation guidelines set out in the DSC to recalculate the CIAC (Capital Contribution) of both the original and the new Customer(s), based on the forecasted load and revenue of the new Customer.

Note: If the original economic evaluation included additional Customers within the Customer connection horizon, no rebate will be given.

In accordance with the DSC, no rebates will occur after the Customer connection horizon, as defined in the DSC, has expired.

Rebates will normally be made to the original contributor. It is the original contributor's obligation to inform WDI of any change of address.

## 2.1.2.4 Expansion Deposit

For expansions that require a CIAC, WDI shall require the Customer to provide an Expansion Deposit. The amount shall be:

- a) 100% of the present value of the forecasted revenue; and,
- b) 100% of the present value of projected capital costs and on-going maintenance cost of the expansion project. If an Expansion Deposit is collected under (b), WDI shall be allowed to use this Expansion Deposit to cover WDI's costs if WDI must complete, repair, or bring up to standard the facilities.

For expansions that do not require a CIAC, the Customer will provide, if required by WDI, an Expansion Deposit for up to 100% of the present value of the projected capital costs and on-going maintenance costs of the expansion project.

The Expansion Deposit shall be in the form of cash, letter of credit from a bank as defined in the Bank Act S.C. 1991 c.46, or surety bond. WDI shall allow the Customer to select the form of payment of the Expansion Deposit.

If the Expansion Deposit is in the form of cash, WDI shall return the Expansion Deposit to the Customer together with interest in accordance with the following conditions:

- a) Interest shall accrue monthly on the Expansion Deposit commencing on receipt of the total deposit required by WDI; and,

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- b) the interest rate shall be as set out in the DSC.

Once facilities are energized, WDI shall annually return the percentage of the Expansion Deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year. This annual calculation shall only be done for the duration of the Customer connection horizon as defined in the DSC. 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, WDI shall retain the remaining portion of the Expansion Deposit.

If the Customer chooses an alternate bid, as described in [Section 2.1.2.5](#), WDI shall collect and/or retain up to 10% of the Expansion Deposit described above, for a warranty period of up to two (2) years. This portion of the Expansion Deposit can be applied to any work required to repair the expansion facilities within the two (2) year warranty period. The 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 the Distribution System Code, whichever comes first.

WDI shall return any remaining portion of this part of the Expansion Deposit at the end of the two (2) year warranty period.

## 2.1.2.5 Alternative Bids

Where WDI requires a CIAC (Contributed Capital) from the Customer, WDI shall allow the Customer to obtain and use alternative bids for the work that is eligible for Alternative Bid.

The following activities are not eligible for Alternative Bid:

- a) work by others on WDI's existing circuits is not permitted; and,
- b) the development of specifications for any of the following:
  - i. the design of an expansion.
  - ii. the engineering of an expansion; and
  - iii. the layout or routing of an expansion.
- c) providing the design specifications for the construction; and
- d) inspecting, cable terminations, testing and authorizing the line for connection.

In the event the Customer chooses to use an alternative bidder to construct those portions of an expansion that are eligible for Alternative Bid, the Customer shall:

- a) complete all the work that is eligible for Alternative Bid; and,
- b) pay the cost for all design specifications; and,
- c) select, hire, and pay the qualified contractor all the costs for the work eligible for the Alternative Bid; and,
- d) assume full responsibility for the construction of the Alternative Bid portion of the expansion project; and,
- e) administer the contract and provide onsite supervision. Administering the

# CONDITIONS OF SERVICE

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- contract includes acquisition of all required permissions, permits, and property rights as required; and,
- f) pay the cost of any easements or property agreements as required by WDI; and,
  - g) engineer, design, layout and construct the system expansion (line extension) to meet WDI's distribution planning design and material specifications; and,
  - h) prior to construction, submit plans for the design, engineering, layout, and work execution for approval by WDI; and
  - i) assume full responsibility for the construction of any portion of the expansion project to be constructed on private property; and,
  - j) pay all applicable ESA inspection fees; and,
  - k) pay an inspection and commissioning fee to WDI for inspection and commissioning of the construction; and,
  - l) the Customer shall agree to transfer ownership of the expansion facilities that are constructed under the Alternative Bid option to WDI upon completion.
  - m) provide all expansion related invoices to WDI for re-evaluation of the CIAC based on actual costs.

WDI reserves the right to inspect and commission the expansion prior to connection and will be reimbursed by the Customer on a fee for service basis. As well, the Customer shall reimburse WDI for incidental costs incurred because of the work being performed by the alternative bidder; this includes, but is not limited to, items such as establishing worker protection and costs associated with connecting the expansion to the existing Distribution System. All expansion facilities shall be constructed in compliance with the design provided/approved by WDI.

Upon final inspection and approval by WDI, the Customer will transfer the expansion facilities to WDI, and the Customer will be paid a transfer price. The transfer price shall be the lower of the cost to the Customer to construct the expansion facilities, validated through customer submitted project invoices, or the amount set by WDI in its initial offer to do the work eligible for Alternative Bid.

Where WDI is required to pay a transfer price, the transfer price shall be considered a cost to the distributor for the purposes of completing the final economic evaluation of the system expansion.

## 2.1.2.6 Transmission System Expansions or Enhancements

Where WDI is required to provide a Capital Contribution (Construction in Aid of Construction) to a transmitter under the 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:

- a) an embedded distributor connected to WDI's Distribution System and/or;
- b) a load Customer connected to WDI's Distribution System with a non-coincident peak demand that is equal to or greater than 5 MW, then;

WDI shall require a Capital Contribution from the Customer defined in (a) or (b) or any other beneficiary as required in the Distribution System Code. WDI 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 the Transmission System Code.

## 2.1.2.7 Bypass Compensation

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

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

## 2.1.3 Connection Denial

WDI shall notify the Customer of the connection denial with reasons in writing. Remedies will be suggested to the Customer, and where WDI is able after implementing such a remedy, WDI shall make an Offer to Connect. If it is not possible for WDI to resolve the issue, it is the responsibility of the Customer to do so before a connection will be made.

WDI is not obligated to connect or Offer to Connect any building within its service territory for any of the following reasons:

- a) contravention of existing laws of Canada and/or the Province of Ontario.
- b) violation of WDI's Distribution Licence.
- c) use of a Distribution System line for a purpose that is not intended by WDI.
- d) adverse effect on the reliability and safety of the Distribution System.
- e) imposition of an unsafe work situation beyond normal risks inherent in the operation of the Distribution System.
- f) a material decrease in the efficiency of WDI's Distribution System.
- g) a material adverse effect on the quality of distribution services received by an existing connection.
- h) discriminatory access to distribution services.
- i) the Customer requesting the connection is currently in arrears for Distribution Services, electricity supplies, or other invoices owed to WDI.
- j) refusal by the Customer to sign any agreements required under these Conditions of Service.
- k) the connection is not in compliance with these Conditions of Service.
- l) the connection does not meet WDI's design requirements.
- m) by order of the ESA.
- n) the Customer does not have the required approval of the ESA for the connection.
- o) the premises being connected are the subject of a stop work order under the Ontario Building Code ("Ontario"); or
- p) the Customer is within another distributor's service area.

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## 2.1.4 Inspections Before Connection

All Customer-owned electrical installations shall meet the requirements of these Conditions of Service and shall be inspected and approved by the ESA and shall also meet WDI's inspection requirements. WDI requires notification from the ESA granting approval, in the form of an ESA Connection Authorization, of the installation prior to connection to the Distribution System. Existing installations that have been disconnected from the Distribution System for a period of 6 (six) months or longer shall also be inspected and authorized by the ESA prior to reconnection.

Customer-owned substations shall be inspected and authorized by the ESA and WDI prior to connection to the WDI Distribution System.

Transformer vaults, (rooms) and foundations shall be inspected and approved by WDI prior to installation of WDI-owned equipment.

Underground distribution facilities (e.g. Duct banks) shall be inspected and approved by WDI prior to the pouring of concrete and again before backfilling. Completed ducts must be swabbed or brushed by the site contractor in the presence of WDI and shall be clear of all extraneous material. If the ducts are blocked, the Customer shall be responsible for clearing the ducts prior to the cable installations. All work done on existing duct banks must be authorized by WDI and carried out in accordance with all applicable safety acts and regulations.

Provision for metering shall be inspected and approved by WDI prior to installation of the metering equipment and connection to the Distribution System.

WDI reserves the right to inspect all materials and workmanship related to any electrical installation that will be connected to the Distribution System to determine compliance with items listed in the Conditions of Service.

## 2.1.5 Relocation of Plant

When requested to relocate distribution plant, WDI shall exercise its rights and discharge its obligations in accordance with existing legislation such as the Public Service Works on Highways Act, regulations, formal agreements, easements, and common law. In the absence of existing arrangements, WDI is not obligated to relocate the plant; however, WDI shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner shall include a response to the requesting party that explains the feasibility or infeasibility of the relocation and the costs of relocating that distribution plant, except to the extent WDI cost recovery is limited under law.

For greater clarity, the Customer will be expected to pay WDI all its reasonable incremental costs associated with the relocation of the distribution plant, to the extent recovery is limited under law, at the request of one (1) or more property owners.

In situations where WDI has already identified facilities to be relocated in its approved Distribution System Plan, these costs may be limited to advancement costs if requested to perform this work sooner.

Requests by civic authorities to relocate distribution facilities related to road improvements will be done in accordance with the appropriate regulations and WDI will exercise its rights and discharge its obligations in accordance with existing acts, by-laws, regulations, easements, and laws.



## 2.1.6 Easements

### 2.1.6.1 Registered Easements

To maintain the reliability, integrity, and efficiency of the Distribution System, WDI has the right to have supply facilities on private property registered against title to the property.

WDI requires registered easements for its' facilities under any of the following conditions:

- a) any single or multi-phase line, underground or sub-marine cables, poles, anchors, or aerial occupation where the line crosses private property, including any Common Service Taps.
- b) anchors on private property supporting distribution lines, three-phase feeders, and any (single or multi-phase) structures supporting switches, re-closers, voltage regulators or capacitor banks where the poles are located on road allowance.
- c) any new plant being added to WDI's facilities and equipment, which is the subject of an existing, unregistered easement that does not include replacement/maintenance of the existing WDI facilities and equipment.
- d) Any offset to the existing alignment of the existing distribution line facilities.

The Customer shall grant, at no cost to WDI, where required, an easement to permit installation and maintenance of WDI's Distribution System. The Customer will prepare at their own cost, a reference plan and associated easement documents to the satisfaction of WDI's solicitor prior to its registration and register the easement plan. Details will be provided upon application for Service. The width and extent of all easements shall be determined solely by WDI. To receive permission to process an easement WDI requires that the Customer approve the request. Please contact WDI Engineering for a copy of a Grant of Easement.

Where Customer-owned facilities are planned to cross over private property not owned by the Customer, the Customer shall, at the Customer's cost, negotiate and acquire a registered agreement for the Customer owned facilities. The Customer will provide proof of the registered agreement to WDI, prior to connection at WDI's demarcation point. The requirement of a registered agreement will be determined, at the consultation phase of the Offer to Connect process.

If WDI requires ongoing access to any such facilities through one (1) or more adjacent properties, the Customer shall also provide any access rights necessary to WDI, at no cost to WDI.

When determined by WDI, the Customer shall provide to WDI, free and clear of all encumbrances, sufficient easements to enable the servicing of all existing and proposed developments or subdivisions from plant located on the Customer's property. The Customer shall not erect any buildings or obstructions on WDI's easements, lands or alter the grading of such lands without prior written approval of WDI. Sufficient property at suitable locations shall be made available for the purpose of the installation of WDI's assets.

### 2.1.6.2 Unregistered Easements

WDI has what is known as an unregistered easement, which gives it the right to have its assets on private property by virtue of Section 46(1) of the Electricity Act, 1998. A copy of the Act can



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be found online at: <https://www.ontario.ca/laws/statute/98e15>

Essentially, this Act gives utilities such as WDI the right to continue to occupy portions of private property which it did historically. It is an effort to strike a balance between the rights of private property owners and the need for the utility to be able to maintain the electricity Distribution System across the province.

WDI holds unregistered rights to use real estate in connection with its Distribution System. These rights were obtained when WDI installed its distribution poles and wires on private lands with the consent of the property owner and, in some cases, these rights are evidenced by a legal agreement between the property owner and WDI.

By virtue of Section 46.1(1) of the Electricity Act, 1998, WDI can rely on unregistered rights which continue to exist and bind subsequent owners of private lands.

## 2.1.7 Contracts

In the absence of a written contract, WDI has an implied contract with any Customer that is connected to the WDI Distribution System and receives Distribution Services from WDI. The terms of the implied contract are embedded in these Conditions of Service, the Rate Handbook, and WDI's Rates Schedules and Distribution Licence, the Distribution System Code, the Standard Supply Service Code, and the Retail Settlement Code, all as amended from time to time.

However, notwithstanding the absence of a formal contract, the taking and using of service from WDI by any person or persons constitutes the acceptance of all regulations, conditions and rates as established by all statutes, regulations, or codes, including without limitation WDI's Conditions of Service and the terms of any applicable connection agreement. Such acceptance and use of service shall be deemed to be the acceptance of a binding contract with WDI and the person so accepting shall be liable for payment for such service and the contract shall be binding upon the person's heirs, administrators, executors, successors, and assigns. For greater certainty, but without limiting the foregoing, this Section applies to new Customers who are successors or assignees of existing Customers or who have undergone a legal name change.

The existence of an implied contract does not, in any manner, limit WDI's right to disconnect a Customer's Service for any of the causes listed under [Section 2.2](#) and WDI may require the Customer to pay a security deposit.

Connection Agreements that are customized in accordance with the service requested by the Customer normally include, but are not limited to, the following:

- a) Embedded Distributor.
- b) Embedded Generator: Two Connection Agreements are required, one for the load and one for the generation.
- c) Customers classified as Large Users.
- d) Services where the Sub-Station is Customer-Owned.

Where an Embedded Generator, Embedded Distributor, Large User or Customer Owned Sub-Station system is connected to WDI's Distribution System but has not executed a Connection Agreement, provision of Distribution Services to such Customer by WDI shall imply acceptance of all the terms contained in Appendix D of the DSC (as amended) until such time as WDI and the Customer execute a new Connection Agreement.

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When a tenant contacts WDI to take responsibility for service, the Application for Electrical Service is with the tenant. Therefore, whenever the tenant advises us that they will no longer accept responsibility as of a specific date, WDI is obligated to adhere to the date given, despite any lease or verbal agreement between the landlord and tenant. If a tenant advises us that they are no longer responsible for the account, a final bill will be issued. At that time, the services will be set up in the landlord's/owner's name, only if the landlord/owner agrees. WDI, at the request of the landlord/owner, will be able to switch the tenant account over once the tenant has closed the account and vacated. If a new account is set up in the landlord's/owner's name, a new account setup charge may apply, and even though the property may be vacant, monthly service charges and electricity used will be billed.

If the landlord/owner refuses responsibility for account set up for continued service and a new tenant has not assumed responsibility for the account, WDI may disconnect and remove our delivery equipment from the property. Likewise, for new connections, if a person has not completed the Application for Electrical Service, the account set up process and assumed responsibility for electricity service charges, WDI reserves the right to disconnect and remove WDI's delivery equipment from the property.

A Customer wishing to close their account must provide WDI five (5) business days' notice. This allows time for a final meter read and issuing of the final bill. When a Customer requests that service be cancelled, WDI may remove certain delivery equipment, such as Service lines, transformers, and meters. If a subsequent request is made for reconnection, charges to re-install appropriate delivery equipment will apply. Services disconnected for six (6) months or longer require an ESA Authorization prior to reconnection.

WDI shall not disconnect or install a Load Control Device in an occupied residential property solely on the grounds of non-payment during the winter disconnection ban period of 12:00 am November 15<sup>th</sup> to 11:59 April 30<sup>th</sup> or otherwise mandated by the OEB.

## 2.2 Disconnection

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WDI reserves the right to disconnect the supply of electrical energy for causes, including but not limited to the following:

- a) where the Service has been discontinued.
- b) where there is contravention of the laws of Canada or the Province of Ontario, including the OESC.
- c) where, in the opinion of WDI, the Customer's electrical system is defective and represents a danger to life or property or has an adverse effect on the reliability and safety of the Distribution System.
- d) where there is a material decrease in the efficiency of WDI's Distribution System.
- e) where there is a potentially adverse effect on the quality of distribution services received by an existing connection.
- f) where there is a power quality issue or electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion.
- g) where the Customer has a building or structure under WDI's wires which is within clearance required by the Canadian Standards Association.
- h) where the failure of the Consumer or Customer to comply with a directive of WDI that WDI makes for purposes of meeting its Licence obligations.

# CONDITIONS OF SERVICE

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- i) where WDI is ordered to do so by any authority having the legal right to issue such an order.
- j) where the Customer owes WDI money for distribution services, an Expansion Deposit or security deposit.
- k) where there is imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System.
- l) where there is an inability for WDI to perform planned inspections and maintenance.
- m) where the Customer fails to maintain Customer-owned equipment that WDI believes poses a safety or system reliability risk.
- n) where WDI reasonably believes that there is energy diversion, fraud, or abuse.
- o) where there is an inability for WDI to access revenue meter data, or perform planned inspections, installations, or maintenance of revenue-metering equipment.
- p) any other conditions identified in this Conditions of Service document.

WDI may disconnect the supply of electrical energy to a Customer without notice in accordance with a court order, for an Emergency, safety, or system reliability reasons. In some instances, an inspection by the ESA may be required prior to WDI reconnecting the supply of electrical energy. It shall be the responsibility of the party requiring the reconnection to arrange for the inspection and the payment of fees.

When an owner of a property with an occupant (not being the owner) that has entered into contract with WDI for the supply of electricity Service, requests disconnection of service, WDI will also require consent from the occupant prior to disconnection of Service.

For Service defects requiring disconnection to be performed by WDI, the Customer will be notified as per the following procedure:

- a) WDI will issue a letter to the Customer immediately upon discovering the problem. Such things may be discovered during routine maintenance inspections. A copy of this letter may also be sent to the local representatives of the ESA.
- b) Depending on the severity of the problem, as determined by WDI, the Customer may be asked to fix the problem within the following 24 hours. In extreme cases, power may be disconnected within minutes of notification.
- c) Where the severity of the problem is less, WDI will make every effort to contact the Customer either directly or by phone and develop a schedule for repairs that can best accommodate the concerns of both parties.
- d) If WDI has not been notified in writing that the problem has been fixed by the due date a Disconnection will be scheduled for the following day. On the Disconnection Day, a letter will be issued re-iterating the problem and the previously agreed upon date.
- e) Once disconnected, the Customer must contact WDI in writing requesting reconnection of Service.
- f) Reconnection of the Service may incur a fee if scheduled after hours or during a Holiday or weekend.

WDI requires that the repair work to correct the defective Service be inspected and authorized by ESA.

WDI may disconnect a Service to make repairs or alterations to the Distribution System. Where reasonable and practical, WDI shall give prior notice to the Customer.

- a) WDI may schedule outages to perform routine maintenance, construct new plant, or to

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- correct problems discovered during its activities.
- b) WDI will endeavor to provide Customers with as much advance notice as possible and, where practical, make arrangements suitable to the Customer.
- c) WDI will also work with local businesses to schedule outages at other times to minimize the economic impact to their businesses.

## 2.2.1 Disconnection and Reconnection – Process and Charge

WDI shall perform disconnection and reconnection of electrical services in accordance with applicable legislation and the most recent version of the DSC. The following outlines the charges and elements of the WDI business processes for disconnection and reconnection of electrical Services.

The Customer has the right to request, at the Customer's expense, a disconnect and reconnect for maintenance on the existing Service during normal business hours. Beyond normal business hours, WDI will charge the Customer the premium cost. Additional works will be chargeable to the Customer. Customers are granted one (1) disconnect and reconnect per year at no cost to the Customer.

In accordance with applicable legislation and following the due date, procedures will be followed to collect the overdue amount of a bill for the provision of electricity service. The minimum payment period is twenty (20) days from the date on which the bill was issued to the Customer. If the bill is sent by mail, WDI will add three (3) days, providing a total of twenty-three (23) days from the date the bill was printed. WDI will follow this process for collection of arrears and disconnection of Service:

- a) An account overdue notice will be provided by the Customer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by WDI after the due date, prior to issuing a disconnection notice.
- b) A disconnection notice will be issued, providing a minimum 14-day notice period before disconnection may take place. Note: if the notice is mailed WDI will add three (3) days, providing a total of seventeen (17) days.
- c) WDI will make reasonable efforts to contact, in person or by telephone, a residential Customer to whom the distributor has issued a disconnection notice for non-payment at least forty-eight (48) hours prior to the scheduled date of disconnection.

A disconnection notice issued for non-payment shall expire on the date that is fourteen (14) days from the last day of the applicable minimum notice period referred to in b) above. In the case of a residential Customer that has written documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of a Customer or the physical health of the Customer's spouse or family member or other person that regularly resides with the Customer the minimum period for disconnection shall be sixty (60) days from the date of the disconnection notice. WDI reserves the right to request annual updated 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 another person that regularly resides with the Customer.

Disconnect notices will be in writing and may be delivered by mail, email, personal service or posted on the property in a conspicuous location.

Where applicable, WDI reserves the right to install a Load Control Device on a Customer's Service.

Where a Load Control Device has been installed on a Customer's Service, WDI will provide information and instructions to the Customer on operation of the device.

# CONDITIONS OF SERVICE

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Such disconnection or restriction of Service does not relieve the Customer of the obligation of the liability of arrears or other applicable charges for the balance of the term of contract. WDI shall not be liable for any damage to the Customer's premises resulting from the discontinuance of Service or restriction of Service.

Where WDI installs a Load Control Device or disconnects a Customer for non-payment, WDI will provide:

- a) the Fire Safety Notice of the Office of the Fire Marshall.
- b) any other public safety notices or information bulletins issued by public safety authorities and provided to WDI, which provide information to Consumers respecting dangers associated with the disconnection of electricity Service, and when applicable,
- c) written notice to the Customer explaining the effect of the Load Control Device on the Service, along with a telephone number for the Customer to obtain further information.

Where a Load Control Device is installed, or a Service is disconnected by WDI for non-payment, WDI will remove the Device or reconnect the Service within two (2) business days during normal business hours of the outstanding account balance being paid in full or the Customer entering into an arrears payment agreement.

All applicable charges are available via internet at [www.wasagadist.ca](http://www.wasagadist.ca)

Where a Service has been disconnected by WDI for a period of six (6) months or longer, the OESC requires a re-inspection by the ESA. It shall be the responsibility of the party requiring the reconnection to arrange for the ESA inspection and the payment of fees. WDI will not reconnect any such Service without a Connection Authorization issued by the ESA. The Customer shall not be reconnected unless the Customer has paid all outstanding arrears, which could include an additional deposit and any applicable reconnection fees. Please see [Section 2.4.3](#) for more information on the application of deposits. Please see WDI's most recent published rates for more information on reconnection fees. The disconnection of a Service does not alleviate the Customer of the liability of arrears or any subsequent Utility Bills. Once a Service is disconnected, WDI will continue its efforts to collect all amounts owing which may include third party collection agencies.

If the required terms of reconnection are met, the Service will be reconnected within two (2) business days.

Under certain circumstances, WDI may make arrangements with a Customer to be onsite or have a delegated agent (must be of age of majority) acting on their behalf onsite at the time of reconnection. The Customer or their Agent must have access to enter the premises prior to reconnection. For safety reasons WDI may opt not to reconnect a Service when the Customer or their agent is not available on site or is unable to enter the premises and the Customer may incur additional charges related to the requirement to reschedule and revisit the site for additional attempts to reconnect the Service.

## 2.3 Conveyance of Electricity

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### 2.3.1 Limitations on the Guarantee of Supply

WDI shall use Good Utility Practices in providing regular and uninterrupted supply but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage and will not be liable for damages to the Customer by any reason of any failure in respect thereof.

# CONDITIONS OF SERVICE

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Customers requiring a greater degree of security than that described here are responsible to provide their own Service conditioning equipment. Customers utilizing a three-phase Service are advised to install protective apparatus designed to mitigate possible damage to their equipment that may result from the interruption of single-phase or non-simultaneous switching of phases of WDI's supply.

It is WDI's intent to minimize inconvenience to Customers resulting from service interruptions; however, occasionally it may be necessary to interrupt a Customer's supply to maintain, enhance or expand the Distribution System. Where feasible, WDI will make reasonable efforts to schedule interruptions to minimize the inconvenience to its Customers. Where possible, WDI will endeavor to provide reasonable advance notice of a planned interruption. An exception would apply in the event of an Emergency, involving danger to life or limb, or impending equipment damage that could jeopardize the integrity of the Distribution System.

Depending on the duration of the interruption and the number of Customers affected, WDI may issue a news release to advise the public of the outage.

WDI will endeavour to notify Customers prior to interrupting the supply to any individual Service. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, or appliances, or other equipment is found to be unsafe or damaging to WDI or the public, the Service may be disconnected without notice.

WDI does not provide or facilitate the installation of temporary back-up generators for Customers in the event of an outage, planned or unplanned. If Customers require such a generator, they must make their own arrangements.

## 2.3.1.1 Power of Entry

WDI or its authorized agents may, under Section 40 of the Electricity Act, 1998, enter private property at any time for any of the following purposes:

- a) to install, inspect, read, calibrate, maintain, repair, alter, remove, or replace a meter.
- b) to inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to transmit or distribute electricity.
- c) to inspect, maintain, repair, alter, remove, and replace WDI Facilities and Equipment.
- d) to perform vegetation management to maintain and protect distribution wires, poles, and any accessories.

WDI will use reasonable efforts to exercise the statutory Power of Entry rights during normal business hours. The WDI employee or authorized agent exercising this Power of Entry will identify themselves with proper identification upon request.

Where the owner of private property upon which lies a portion or portions of WDI's Distribution System, has forbidden WDI entry onto the private lands, WDI will, where practicable, use reasonable efforts to provide notification. Where an Emergency condition or safety hazard exists, at the sole discretion of WDI, WDI may choose to immediately exercise its statutory Power of Entry rights and enter onto private lands without prior notice to the Customer.



## 2.3.1.2 Unauthorized Energy Use

The unauthorized use of electricity from WDI's Distribution System through means such as tampering with meters, meter sockets, metering devices, wiring etc., is a violation of these Conditions of Service and is illegal. WDI will investigate all reports of suspected unauthorized use of energy. If the investigation leads to the conclusion of probable theft of service, WDI may release all necessary information to the legal authorities to conduct a criminal investigation. Upon identification of a possible unauthorized use of energy, WDI will notify the Retailer (if any) of services affected by the unauthorized use of energy.

WDI may recover from the Customer or party responsible for the unauthorized energy use, all costs incurred by WDI arising from the unauthorized use including, but not limited to, security deposit, inspection, and repair costs.

If, in the opinion of WDI, the unauthorized use of energy has created an unsafe connection, WDI shall disconnect the Service with or without notice and it will remain disconnected until such time as:

- a) the Customer rectifies the condition to the satisfaction of WDI, and provides full payment to WDI of all uncollected charges and costs incurred by WDI arising from unauthorized energy use, including inspections and repair costs, and the cost of disconnection and reconnection; and,
- b) authorization to reconnect is issued by the ESA.

## 2.3.2 Power Quality

In response to a Customer's power quality concern where the utilization of electric power affects the performance of electrical equipment, WDI will perform an investigative analysis to determine the cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and a field audit of the Customer's electrical installation and/or use of diagnostic equipment.

Upon determination of cause resulting in the power quality concern, where it is deemed a system delivery issue, and where industry standards of Good Utility Practice have not been met, WDI will recommend and/or take appropriate mitigation measures at its expense. If WDI is unable to fully correct the problem due to the impact on other Customers, then it is not obligated to do so. If the cause is on the Customer's side of the ownership Demarcation Point, then WDI may seek reimbursement for the time spent investigating the problem. A report will be prepared for the Customer detailing the result of the investigation and recommendations on the next steps to correct the problem.

All Customer equipment and appliances must be approved by CSA, ESA or other official standards agency and be operated so that the electrical Service to other Customers will not be adversely affected. Where WDI has reason to believe that Service to a Customer has, or will have, load characteristics that may cause undue interference with service to another Customer(s), the Customer shall, upon written notice by WDI, provide and install at their expense and within a reasonable period, the equipment necessary to eliminate or prevent such interference. If the Customer does not take such action within a reasonable period, WDI may refuse to connect or may disconnect the supply of electricity to the Customer.



# CONDITIONS OF SERVICE

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The conditions under which the supply may be unreliable, intermittent, or interrupted are (without limitation):

- a) severe weather
- b) flood
- c) fire
- d) acts of animals
- e) sabotage
- f) civil disturbance
- g) lightning
- h) other forces of nature

## 2.3.2.1 Voltage and Current Harmonics

Large rectifiers, inverters, arc furnaces, static VAR systems and other non-linear loads generate harmonic voltages and currents. These harmonics may interfere with the operation of the Customer loads, such as computers and microprocessor-controlled appliances. WDI shall refer to the International Electrotechnical Commission IEC 61000 series of Standards and the CAN-CSA C61000 series of Standards adopted therefrom when establishing maximum permissible voltage and current harmonics. WDI may also refer to suitable IEEE Documents and Standards. The Customer shall ensure that Customer-owned equipment does not generate harmonic currents that exceed acceptable industry practices.

## 2.3.2.2 Voltage Fluctuations

Voltage fluctuations within the limits defined in the CSA Standard CAN3-C235 (Latest Edition), are inherent in the normal operation of the Distribution System. However, longer term voltage fluctuations, also called voltage sags and swells, can be found in many Distribution Systems.

WDI will follow Good Utility Practice to minimize the magnitude and extent of voltage sags and swells.

## 2.3.2.3 Frequency Fluctuation

In general, the frequency of AC power of the WDI Distribution System is dictated by the supply frequency of the transmission system to which the Distribution System is connected.

## 2.3.2.4 Voltage Flicker Limits

WDI shall refer to the International Electrotechnical Commission IEC 61000 series of Standards and the CAN-CSA C61000 series of Standards adopted therefrom when establishing maximum permissible voltage flicker from sources such as motor starting or load cycling and resistance welders. WDI may also refer to suitable IEEE documents and Standards.

## 2.3.2.5 Voltage Unbalanced Limits

The Customer will be required to correct, at the Customer's expense, a phase unbalance in its load that causes an increase of more than 1% in the voltage unbalance of the system at the point of high voltage supply. WDI shall define voltage unbalance as the ratio of negative-sequence voltage to positive-sequence voltage (as found in IEEE Std. 1159).

## 2.3.2.6 Neutral-To-Earth Voltage

In a properly functioning electrical Distribution System, some voltage will always exist between the system neutral and the earth (NEV). The level of NEV may change on a moment-to-moment basis, depending on changes in electrical loading on the system, climatic conditions, or other factors. The Distribution System is designed and maintained to result in less than 10 volts of NEV voltage. Typically, readings are much lower. A Customer can also experience NEV that is caused by the Customer's own electrical facilities, such as poor or faulty wiring, improper grounding, defective equipment, or ground currents from telephone lines or pipelines. WDI provides NEV testing and mitigation at the Customer's premise on Customer owned facilities, in accordance with the DSC. Where permitted by the DSC, an hourly charge is applicable for testing.

## 2.3.2.7 Planned Interruption

Although it is WDI's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to allow work on the electrical system. Customers will be provided with reasonable notice of planned power interruptions and whenever practical, arrangements will be made to minimize any inconvenience to the Customer. Notice may not be given where work is of an Emergency nature involving the possibility of injury to persons or damage to equipment.

Where there is a possibility that unsafe conditions may be created by a planned power interruption, or there would be significant financial loss, or other considerations or concerns on the part of the Customer, WDI may cooperate with the Customer to resolve that condition.

## 2.3.3 Electrical Disturbances

### 2.3.3.1 Electrical Disturbances

WDI shall follow Good Utility Practice in managing the power quality of WDI's Distribution System and to meet the guidelines of [Section 2.3.5](#) of this document. If the source of the disturbance originates with WDI, WDI will notify all Customers affected and correct the problem without further delay. In the event an outage is required, WDI will follow the procedure outlined in [Section 2.3.2](#). However, there are levels of voltage fluctuation and other electrical disturbances beyond its reasonable control, including without limitation Customer's equipment and the effects of lightning and storms. Customers must ensure that their equipment does not cause any disturbance that might interfere with operation of other Customers' equipment that is connected to the Distribution System. All Customer equipment and appliances must be certified by CSA, ESA or other official standards agency and be operated so that the electrical service to other Customers will not be adversely affected. Examples of equipment that may contribute to a disturbance are large motors, welders, variable speed drives and equipment operating with switch mode power supplies. In planning the installation of such equipment, the Customer is required to consult with WDI. If the Customer connects such equipment without consulting with WDI, the Customer shall be responsible for all damages and repair work associated with and arising from the use of such equipment.

If it is determined that unacceptable conditions are being caused by any Customer's equipment, the Customer shall, at the Customer's sole expense, take appropriate remedial action to correct the condition. Depending on the severity of the power quality, WDI may require that such equipment be disconnected from the Distribution System until corrective measures are taken.

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

The Customer shall provide such protective devices as may be necessary to protect their property and equipment from any disturbance beyond the reasonable control of WDI.

Customers taking three-phase supply are responsible for providing their own protective apparatus to avoid damage to their equipment that may be caused by the interruption of a single phase or non-simultaneous switching of the three-phase supply.

WDI shall not be liable to the Customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its reasonable control or through acts of negligence by its employees, servants, or agents.

Maximum harmonic current distortion in percent of $I_L$						
Individual harmonic order (odd harmonics)						
$I_{sc}/I_L$	$3 \leq h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h \leq 50$	TDD
$< 20^c$	4.0	2.0	1.5	0.6	0.3	5.0
$20 < 50$	7.0	3.5	2.5	1.0	0.5	8.0
$50 < 100$	10.0	4.5	4.0	1.5	0.7	12.0
$100 < 1000$	12.0	5.5	5.0	2.0	1.0	15.0
$> 1000$	15.0	7.0	6.0	2.5	1.4	20.0
Even harmonics are limited to 25% of the odd harmonic limits above.						
Current distortions that result in a dc offset, e.g. half-wave converters, are not allowed.						
All power generation equipment is limited to these values of current distortion, regardless of actual $I_{sc}/I_L$ .						
Where: $I_{sc}$ = maximum short-circuit current at PCC. $I_L$ = maximum demand load current (fundamental frequency component) at PCC. TDD = Total demand distortion (RSS), harmonic current distortion in % of maximum demand load current (15 or 30 min demand). PCC = Point of common coupling.						
Taken from IEEE Standard 519-2014 (Revision of IEEE Standard 519-1992). Please note: In the event of a discrepancy, the latest version of IEEE Standard Recommended Practice and Requirements for Harmonic Control in Electric Power Systems will be taken as correct.						

## 2.3.3.2 Unplanned Outage and Emergency Conditions

WDI may require a Customer, or a third party in a joint use agreement, to comply with reasonable and appropriate instructions from WDI during an unplanned outage or Emergency situation.

To assist with Distribution System outages or Emergency response, WDI may require that a Customer provide WDI access to Customer-owned distribution equipment that is normally operated by WDI or WDI owned equipment on Customer property.

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During an Emergency, WDI may interrupt supply to a Customer in response to a shortage of supply or to effect repairs on the Distribution System or while repairs are being made to Customer-owned equipment.

WDI requires Customers with permanently connected emergency generation equipment to notify WDI regarding the presence of such equipment.

## 2.3.4 Standard Voltage Offerings

### 2.3.4.1 Standard Voltages

Generally, loads and generation are connected to a specific Primary Voltage level based on their nameplate size. Primary supplies to Customer-owned substations are 8,320/44,000 Volts. (some exceptions apply).

#### 2.3.4.1.1 Primary Voltages

4,800/8,320 Volts - 3 phase 4 wire  
44,000 Volts - 3 phase 3 wire

#### 2.3.4.1.2 Secondary Voltages

WDI will normally provide and maintain transformation to one of the following standard Secondary Voltages depending upon the requirements of the load and the characteristics of the Distribution System:

120/240 Volts single phase, or  
120/208 Volts three phase, four wire, or  
347/600 Volts three phase, four wire

Transformation to all other Secondary Voltages will be provided, installed, and maintained by the Customer.

### 2.3.4.2 Capacity Considerations

All permanent secondary Services for dwellings shall have a minimum Service capacity of 200 A up to the ownership demarcation point, with a maximum capacity of 400 A. Requests for Services greater than 200 A will be reviewed and permitted at the sole discretion of the WDI Engineering Department.

Supply for all Residential Services other than to apartments or commercial buildings will normally be 120/240V, single phase, three wire, 60 Hz, up to a maximum of 400 A.

Most Customers, whether loads or generators, connect to the nearest available Primary Voltage, either through a connection that exists at the boundary of their property or through a system enhancement or expansion (see [Section 2.1.2](#)).

Subject to the requirements of [Section 2.1.2](#), WDI shall supply and install, and the Customer shall pay for transformation. WDI may allow large loads to be connected to a Primary Voltage system subject to the Customer owning the transformation and/or installing a Customer-owned substation. However, the capacity of the Primary Voltage system to deliver or take electricity at any point along the Distribution System, is limited by the Primary Voltage and the distance from the substation. The maximum load which can be connected at the primary voltage level is site

specific. The Customer should consult WDI's Engineering Department for specific inquiries.

Where the Primary Voltage cannot deliver or take the electricity required by the Customer, even after considering system enhancements, WDI shall require the Customer to connect to the Transmission System. The determination of whether the Customer's generation or load can be served at Primary Voltage or shall connect to the Transmission System, may require a special study. The need for a special study shall be determined at the sole discretion of WDI, and the Customer may be required to pay for the study. The need for a special study will be discussed with the Customer early in the connection consultation process.

Based on the size of the load and/or generation that the Customer wants to connect, the available voltages and circuit characteristics, WDI will identify, early in the connection consultation process, the Standard Voltage at which WDI shall supply the Customer.

## 2.3.4.2.1 Loads, Generators and Electrical Storage

Loads will normally be served by a Secondary Voltage Service (see [Section 2.3.4.2.1.4](#)). However, the size of the property and physical layout of the Customer's facilities or characteristics of the load may require the Customer to be served by a Primary Voltage Service (see [Section 2.3.4.2.1.3](#)). Further, very large loads, loads located far from the WDI substation, or loads with certain characteristics, may require the Customer to be served by a Transmission Service (see [Section 2.3.4.2.1.1](#)). The type of Service to be provided to the Customer shall be determined by WDI early in the connection consultation process.

The size, location, and characteristics of the generation or electrical storage proposed, in addition to the effect or effects of any generation or electrical storage already connected to the WDI Distribution System will impact available capacity, the Service level (Primary Voltage or Secondary Voltage) and whether the proposed connection is allowed. The characteristics of the load or generation may require the Customer to be served by the Transmitter. Due to the potential complexity of this service, the process may be lengthy and require many iterative discussions with the Customer. WDI shall endeavour to determine the length and complexity of the connection process and discuss this aspect with the Customer as soon as required in the DSC.

The type of Service to be provided to the Customer, if any, shall be determined by WDI.

### 2.3.4.2.1.1 Transmission Service

Where the size or characteristics of the load, generation or storage preclude connection to the WDI Distribution System, the Customer shall be referred to the Transmitter.

### 2.3.4.2.1.2 Customer-Owned Transformer or Substation - Primary Voltage Service

Where it is determined by WDI that a Customer shall be served at Primary Voltage and the Customer shall own the substation or transformer, the Customer shall supply and install on private property:

- a) any expansion and/or enhancement to the WDI Primary Voltage system (see [Section 2.1.2](#)); and,

- b) a gang-operated 3 phase switch and fusing at or near the property line or on the station structure; and,
- c) the line, located on the Customer's property, required to connect the substation or transformer to the WDI Distribution System; and,
- d) a Customer-owned substation, including transformation; and,
- e) the Customer may be required to supply and install Measurement Canada-approved instrument transformers (Current transformers and Potential transformers) and meter(s) in accordance with the Market Rules. This requirement will be discussed with the Customer during the connection process; and,
- f) a location, suitable to WDI, for WDI owned revenue-metering equipment, in accordance with the requirement in [Section 2.3.7.1.1](#); and,
- g) all Secondary Voltage service wiring; and,
- h) the requirement that parts (b) through (g) shall be subject to the requirements of the ESA; and,
- i) ownership and operational Demarcation Points shall be coordinated with WDI Engineering.

In addition to the Customer responsibilities listed above, the Customer will be responsible for the costs related to any expansion or enhancement of WDI system, as described in [Section 2.1.2](#).

## 2.3.4.2.1.3 Primary Voltage Service

Where it is determined by WDI that a Customer shall be served at Primary Voltage, there are two manners in which the Customer may be served:

- a) **Primary Voltage Metering** – the Customer shall supply and install:
  - i. any expansion or enhancement to the WDI Primary Voltage system (see [Section 2.1.2](#)); and,
  - ii. a gang-operated 3-phase switch and fusing at or near the ownership Demarcation Point; and,
  - iii. a Primary Voltage Metering Unit is supplied and installed at the Customer's expense by WDI, as; and
  - iv. all Primary Voltage line, located on the private property, required to connect the gang-operated switch to the Customer owned transformation; and,
  - v. all transformation, located on the Customer-owned property; and,
  - vi. all Secondary Voltage service wiring; and,
  - vii. the requirement of parts (iv) through (vi) shall be subject to the requirements of the ESA; and,
  - viii. ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.

- b) **Secondary Voltage Metering** (see [Section 2.3.4.2.1.4](#)), which includes a privately owned Primary Voltage line.

The maximum capacity of Primary Voltage Service or Secondary Voltage Service will be determined by WDI based on system configuration. The Customer may request single-phase or three-phase Service.

#### 2.3.4.2.1.4 Secondary Voltage Service

- a) Where it is determined by WDI that a Customer shall be served at Secondary Voltage, and a Primary Voltage System enhancement or expansion are required, the Customer shall supply and install:
- i. any line expansion or enhancement required to extend the Primary Voltage system to the Customer's property (see [Section 2.1.2](#)); and/or,
  - ii. all Primary Voltage lines, located on the Customer's property, required to connect to the WDI Primary Voltage system; and,
    - i. a pole, acceptable to WDI, suitable for WDI to install an overhead pole mounted transformer (transformer ownership discussed below); or,
    - ii. a foundation, suitable for WDI, to mount a pad-mounted distribution transformer (transformer ownership discussed below); and,
  - iii. a location, suitable to WDI, for WDI owned revenue-metering equipment, in accordance with the requirement in [Section 2.3.7.1.1](#); and,
  - iv. a Secondary Voltage Meter is supplied and installed at the Customer's expense by WDI; and,
  - v. all Secondary Voltage service wiring, e.g. Triplex Service wire; and,
  - vi. the requirement that some or all of part (a) and parts (b) through (g) shall be subject to the requirements of the ESA; and,
  - vii. ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.
- b) Where it is determined by WDI that a Customer shall be served at Secondary Voltage, and the Customer lies along the existing Distribution System (see [Section 2.1.1](#)),
- i. The Customer shall supply and install:
    - i. a location, suitable to WDI, for WDI-owned revenue-metering equipment, in accordance with the requirement in [Section 2.3.7.1.1](#), and
  - ii. WDI shall supply and install, and the Customer shall pay for:



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- i. a Secondary Voltage Meter; and,
- ii. all Secondary Voltage service wiring, e.g. Triplex Service wire; and,
- iii. ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.

## 2.3.4.3 Transformers

### 2.3.4.3.1 Pole Mounted Distribution Transformers

The maximum pole mounted (overhead) transformer sizes for standard Secondary Voltages installed, owned, and maintained by WDI at the Customer's expense are:

- a) Single-phase Primary Voltage Service (see [Section 2.3.4.2.1.3, part b](#)) or Secondary Voltage Service (see [Section 2.3.4.2.1.4](#)) up to 100 kVA; and,
- b) Three-phase Primary Voltage Service (see [Section 2.3.4.2.1.3, part b](#)) or Secondary Voltage Service (see [Section 2.3.4.2.1.4](#)) up to 300 kVA at 347/600 volts and 225 kVA at 120/208 volts.

Customers requiring non-standard Secondary Voltages or non-standard sizes shall be responsible for installing, owning, and maintaining their own transformer.

Ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.

### 2.3.4.3.2 Pad-mounted Distribution Transformers (Underground Type)

The maximum pad-mounted (underground) transformer sizes for standard Secondary Voltages installed, owned, and maintained supplied by WDI are:

- a) Single-phase Primary Voltage Service (see [Section 2.3.4.2.1.3, part b](#)) or Secondary Voltage Service (see [Section 2.3.4.2.1.4](#)) up to 167 kVA; and,
- b) Three-phase Primary Voltage Service (see [Section 2.3.4.2.1.3, part b](#)) or Secondary Voltage Service (see [Section 2.3.4.2.1.4](#)) up to 1000 kVA (subject to [Section 2.3.4.2](#)), with a grounded wye winding configuration.

Customers requiring non-standard Secondary Voltages or non-standard sizes shall be responsible for installing, owning, and maintaining their own transformer.

Standard Customers who install their own pad-mounted transformer will be entitled to a transformation credit.

Ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.

## 2.3.5 Voltage Guidelines

Customers requiring non-standard Secondary Voltage will be responsible for installing, owning, maintaining, and operating their own transformer.

WDI shall endeavor to maintain service voltage at the service entrance or ownership Demarcation Point within the guidelines of CSA Standard CAN3-C235 (or Latest edition). Where voltages are outside of the

# CONDITIONS OF SERVICE

indicated limits for Normal Operating Conditions, improvement or corrective action will be taken as per the Standard. The urgency for such action will depend on such factors as the location and nature of the load and the extent to which the levels are exceeded and the duration.

WDI shall practice reasonable diligence in maintaining voltage levels but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads, exceptionally high levels of generation, variations in voltage supply from the transmitter or weather.

Nominal System Voltages	Voltage Variation Limited Application at Service Entrances (V)			
	Extreme Operating Conditions			
	Mi n	Normal Operating Conditions		Max
Single-Phase 120/240	106 /212	110/220	125/250	127/254
240	212	220	250	254
600	530	550	625	635
Three-Phase 4-Conductor 120/208Y	110 /190	112/194	125/216	127/220
347/600Y	306 /530	318/550	360/625	367/635
Three-Phase 3-Conductor 240	212	220	250	254
600	230	550	625	635
Taken from CSA Standard CAN3-C235. Please note: In the event of a discrepancy, the latest version of CSA Standard CAN3-C235 will be taken as correct.				

## 2.3.6 Back-up Generators

Customers with portable or permanently connected emergency generation shall comply with all aspects of the OESC and shall ensure that the Customer emergency generation does not back feed on WDI's Distribution System.

Customers with permanently connected emergency generation equipment shall notify WDI regarding the presence of such equipment. WDI reserves the right to inspect the connection of this equipment.

WDI does NOT provide temporary backup generators to Customers in the event of planned or unplanned outages.

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## 2.3.7 Metering

### 2.3.7.1 General

WDI will provide and install revenue meters at the Customer's expense. Thereafter, WDI will normally maintain revenue-metering equipment, instrument transformers, test panels and all interconnecting wiring required for retail settlement and billing of all Customers connected to WDI's Distribution System, excluding un-metered loads.

The Customer shall provide at their expense:

- a) Space acceptable to WDI, as outlined further in this Section, for the installation of revenue metering equipment.
- b) Facilities for attachment, including a CSA or ESA approved meter socket and/or lockable metal enclosure as outlined in [Appendix 5.4](#).
- c) Installation of WDI -supplied instrument transformers, when mounting is in switchgear, and conduit for instrument transformer leads, where required.
- d) Adequate protection for metering equipment during any construction/renovation activities.
- e) For commercial and industrial (3 phase) Services, the Customer's main switch shall be installed before the line side of the metering and have provisions for padlocking the switch handle in the open position, and the switch cover or door in the closed position.

The Customer shall ensure that meters located adjacent to narrow driveways, or other areas deemed hazardous, be physically protected to the satisfaction of WDI. Meter protection is defined as a steel pipe 100 mm (4 in) in diameter filled with concrete, extending from grade level to 150-200 mm (6-8 in) below the meter base and placed directly in front of the base.

Other types of meter protection will be approved at the discretion of WDI.

Wholesale Market Participants, including Embedded Generators, shall own, operate, and maintain their own Measurement Canada compliant metering. The Customer shall provide WDI with direct access to metering facilities and maintain environmental and physical conditions satisfactory to WDI. The location and installation of indoor and outdoor metering shall always be approved by WDI and readily accessible to WDI.

WDI may, at its discretion, install a demand meter, smart meter, or interval meter for purposes of measuring demand to assign the Customer to a Rate Class or to set the appropriate distribution services rate for that Customer.

Each meter base in a multi-unit building shall be permanently identified with Municipal number or unit number.

Generally, metering will be at the Secondary Voltage. Where WDI owns the Primary Voltage Transformation, Primary Voltage metering will be permitted at the discretion of WDI.

However, Primary Voltage transformation owned by the Customer which does not meet the loss requirements shall be Primary Voltage metered, unless the building qualifies for individual tenant metering, as outlined in [Section 3](#). The incremental cost of Primary Voltage metering is the responsibility of the Customer.

## 2.3.7.1.1 Meter Location

All meters are required to be located outside unless subject to [Section 2.3.7.8.1](#). All meters shall be in accordance with the OESC. Outdoor metering shall be mounted such that the midpoint of the meter is 1.7m [ $\pm$  100 mm] above finished grade. Normal meter locations will be a maximum of 3m from the front corner of the dwelling, on the driveway side, unless otherwise approved by WDI. If a fence is constructed to enclose the property, the meter shall not be enclosed within the fenced area. The Customer shall assure that the meter is always readily accessible to WDI and allow for the possibility of future landscaping modifications, including but not limited to, fence installation and shrub planting. Electrical meters shall be located away from combustible gas equipment in accordance with ESA Bulletin 2-10-13.

Where the Service size exceeds 200 A, metering facilities shall be provided and installed as per WDI's standards. WDI must approve the location and installation of the equipment.

## 2.3.7.2 Metering Cabinets (Current Transformer Boxes)

Where metering cabinets are required, the Customer shall supply and install the cabinet to WDI's specifications. The metering cabinet shall be CSA approved, painted, or galvanized, and constructed of No. 16 gauge (minimum) sheet metal and include a provision for sealing and locking. The dimensions of the metering cabinet will depend on the size of the service. See [Appendix 5.4](#) for details and specifications related to Current Transformer Boxes.

Metering cabinets shall normally be installed indoors, except where otherwise approved by WDI. Cabinets installed outdoors shall be suitable for an outdoor environment and approved by WDI. Cabinets shall be installed such they are not less than 0.6 m to the bottom and not more than 1.9 m to the top of the cabinet as measured from the floor. A minimum safe working space of 1.2 m in front of the installation from floor to ceiling with a minimum ceiling height of 2.1 m is required. The Customer's main switch immediately preceding the meter shall be installed with provisions for sealing and locking with the handle in the OPEN position and the door closed.

Normally, for Services 800 Amps and greater, the current transformers shall be installed in the Secondary Voltage bus of the switchgear, at the Customer's expense. The Customer shall submit the appropriate shop drawings to WDI for approval.

### 2.3.7.2.1 Central Metered Services (CMS)

At the request of a Customer, WDI may, at its discretion, supply a single-phase Customer with a central metering service to two or more buildings. The Customer shall:

- a) pay the cost of the CMS.
- b) comply strictly with the OESC and WDI's distribution standards.
- c) supply and install, at its own expense, all conductor, poles, and underground conductor, as required on their Private Property.

The maximum number of services to be connected at the central metering point is at the discretion of WDI. Additional services must be connected downstream of the central metering point.

For metering installed on poles, the pole will be owned and installed by the Customer.

## 2.3.7.2.2 Metal Enclosed Switchgear

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

WDI will provide, and the Customer shall pay for, the following revenue metering equipment as required:

- a) Colour coded secondary wiring.
- b) Revenue meters
- c) Potential transformers
- d) Current transformers

The Customer shall:

- a) Submit, for approval, an electronic version of the manufacturer's switchboard drawings, dimensioned to show provision for arrangement of WDI metering equipment.
- b) Provide complete shipping instructions for instrument transformers for projects where the switchboard manufacturer will be installing equipment provided by WDI.
- c) Install instrument transformer cabinet, metering cabinet and conduit.

## 2.3.7.3 Interval Metering

The OEB's Distribution System Code, as amended time to time, requires WDI to meter Customers of specific load levels with an interval meter that transmits data remotely. WDI may also require such metering on any Service whose load characteristics may have a significant impact on the Net System Load Shape, or where reasonable access to the meter for acquiring metering data may be limited. Available communications options will be discussed with WDI's Engineering Dept. The Customer will be responsible for the cost of the communication network, including any initial setup and ongoing costs. Access to metering data is available to the Customer upon request (see [Section 2.3.7.3.1](#)).

WDI shall provide an interval meter within a reasonable period to any Customer or their agent who submits a written request either directly or through an authorized party, in accordance with the Retail Settlement Code.

### 2.3.7.3.1 Interval Metering Data

While the meter data belongs to the Customer, WDI requires the information to determine the Customer's electricity bill. WDI will maintain the usage profile of all Customers and shall make this information available to Customers provided that the Customer agrees to the access conditions contained in [Section 1.7.2](#).

The Customer has the following two options to obtain interval meter data:

- a) **Direct access by Customer** – The Customer may elect to access the MIST meter data directly using Customer purchased software. WDI will provide the information required to access and use the meter data.
- b) **Information provided by WDI** – The Customer may request interval data to be forwarded by WDI or its authorized agent for a fee.

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If a Customer requires real-time information from a MIST meter, the Customer shall be responsible for installing and maintaining a telecommunication line at its own expense, in accordance with WDI requirements.

## 2.3.7.4 Meter Reading

WDI or its agents shall have the right to read and maintain any meter installed on the Customer's premises, and the Customer shall maintain a safe environment and unobstructed access to the metering equipment. All meter readers carry identification and proof as to their status as a WDI meter reader. A Customer may ask a meter reader for proof of identification as an official meter reader at any time.

All WDI metering equipment located on the Customer's premises is in the care and at the risk of the Customer, and if destroyed or damaged, other than by normal usage, the Customer will compensate WDI for the cost of repair or replacement.

If WDI is unable to obtain a meter reading due to circumstances beyond its reasonable control, WDI may estimate the reading.

## 2.3.7.5 Final Meter Reading

When service is no longer required, the Customer is switching energy providers or the Customer is moving, the Customer shall provide WDI with a minimum advance notice of five (5) business days of the date that service is to be discontinued so that WDI may obtain a final meter reading. The Customer will provide access to WDI or its agent for this purpose.

If a final reading is not obtained or a physical read cannot be obtained, the Customer shall pay a sum based on an estimate for electricity used since the last meter reading.

## 2.3.7.6 Faulty Registration of Meters

Metering electricity usage for billing is governed by the Federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, and Industry Canada.

If the Customer suspects their meter is faulty in recording electrical usage, they may request an investigation. The Customer should contact a representative of WDI and WDI will investigate. If the investigation does not reveal any problems, the Customer will be notified of such.

If the Customer is dissatisfied with investigation results, the Customer may request a Meter Dispute Test (see [Section 2.3.7.7](#)).

## 2.3.7.7 Meter Dispute Testing

The Distributor will attempt to resolve billing enquiries. However, to give Customers confidence in the accuracy of electricity meters, the Distributor will conduct an internal investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. If the internal investigation does not resolve the matter, the Customer or the Distributor may request Measurement Canada to test the meter as per the Federal Electricity and Gas Inspection Act. If the test indicates that the meter is not accurate, the Customer's historic billing will be adjusted, and the meter dispute fee will be borne by WDI. If the test indicates that the meter is accurate, the Customer shall be required to pay the meter dispute fee.



## 2.3.7.8 Multiple Unit Properties

Where the owner of an existing bulk metered multiple-unit property chooses to convert to individual metered dwelling units, the costs of conversion will be the owner's responsibility, including but not limited to:

- a) An existing condominium, office or apartment building may self-declare for multi-unit metering via a written application to WDI.
- b) The Customer shall supply and install meter sockets and associated wiring, grouped in meter rooms, according to the requirements of WDI and ESA.
- c) The metered voltage is 120/208 or 120/240.
- d) The common facilities such as elevators, hall lights, exterior lighting, laundry equipment central electric water heating, etc., shall be combined on a separate service and billed at the General Service Rate with Demand Metering as appropriate.
- e) The owner shall identify each Customer's metered Service by address and/or unit number with a permanent non-fading legible label. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices. The Owner shall inform WDI if there are changes made in the unit numbers.
- f) Consistent with Ontario Reg. 442/07, new condominiums require multi-unit metering.

### 2.3.7.8.1 Meter Rooms

For multi-unit buildings, individual metering shall be grouped in common electrical rooms that have direct outdoor access:

- a) The Customer shall always provide unimpeded and safe access to WDI for the purpose of installing, removing, maintaining, operation or changing electric meters, as per the Electricity Act. The electrical room shall be accessible from the outside or main public hallway, and not from an adjoining room, so that it is readily accessible to WDI.
- b) All doors shall be clearly and permanently labelled "Electrical Room".
- c) The Customer shall supply a key to the electrical room to WDI at no charge.
- d) The owner shall supply and maintain an electrical room of sufficient size to accommodate the service entrance and meter requirements of the tenants and provide clear working space in accordance with the OESC.
- e) This electrical room shall be used for metering purposes only and not for storage.
- f) If less than four individual meters are grouped, the meters shall be located outside.
- g) If the building is a high-rise structure where a single metering room is not feasible and one or more of the electrical rooms are to be located above the main floor level, they shall be directly accessible from a hallway, which is open to the public. The door shall be clearly and permanently labelled "Electrical Room".

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

## 2.4 Tariffs and Charges

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### 2.4.1 Service Connection

WDI's distribution rates and specific service charges are approved by the OEB as they pertain to services applicable to the recognized Customer classes as defined in [Section 3](#). The Customer will pay for all services at the OEB approved rates as listed in the applicable Decision and Rate Order issued by the OEB. Please contact WDI for a copy of the applicable Decision and Rate Order or visit [www.wasagadist.ca](http://www.wasagadist.ca) for more details.

The Customer commences paying from the date of connection to the WDI Distribution System. WDI determines electricity usage for which its approved rates apply, either by meter reading, or by an estimate, in cases where a meter reading has not been taken.

Notice of rate revisions may be published in local newspapers and or mailed out to all Customers with the first billing issued at the revised rates.

### 2.4.2 Energy Supply

Customers have the right to receive Standard Supply Service from WDI, or its agent, where:

- a) The Customer has not chosen a Retailer.
- b) The Customer chooses to return from a Retailer.
- c) The Customer's Retailer is unable to supply; or
- d) The Customer's Retailer returns the Customer to WDI.

WDI shall provide Standard Supply Service for 100% of the electricity consumed by Standard Supply Service Customers.

WDI will continue to sell Standard Supply Service electricity to Customers until it receives the appropriate forms from a Customer and completes the transfer of the Customer to a Retailer in accordance with Section 10 of the Retail Settlement Code, and the Service Agreement between WDI and the competitive Retailer. The transfer will be effective as of the next scheduled meter read date.

WDI may, at its discretion, refuse to process a service transfer request for a Customer to switch to a Retailer if that Customer owes money to WDI for distribution services and/or Standard Supply Service.

### 2.4.3 Deposits

#### 2.4.3.1 Security Deposit

WDI may require a security deposit from a new or existing Customer as a condition of supplying or reconnecting a Service in accordance with the approved Security Deposit Procedure information presented in [Appendix 5.1](#). In addition to charging approved distribution rates, WDI must, in accordance with regulation, purchase and pass-through charges from the Independent Electricity System Operator (IESO). To manage the non-payment risk costs, WDI as permitted by law, assesses, charges, and manages deposits to new and existing Customers.

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Before requiring a security deposit from a new residential Customer, WDI shall offer the Customer the option of enrolling in an equal monthly billing plan in accordance with the Standard Supply System Code, a pre-authorized payment plan, or both, and where the Customer elects to enroll, no security deposit shall be required.

WDI may require a security deposit from the Customer within twelve (12) months of enrollment in an equal monthly billing plan, a pre- authorized payment plan, or both, where:

- a) the Customer terminates the plan.
- b) the Customer receives more than one (1) disconnection notice from WDI.
- c) more than one (1) payment by the Customer has been returned for insufficient funds.
- d) a disconnect / collect trip has occurred; or
- e) in the case of an equal monthly billing plan, the plan has been cancelled due to non-payment to WDI in accordance with the Standard Supply Service Code.

## 2.4.4 Billing

WDI has the right to adjust billing cycles and frequency as required. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by WDI. WDI will bill the Customer or the Customer's Retailer, as applicable, for distribution services provided.

A bill will be deemed to have been issued to a Customer:

- a) if sent by mail, on the third day after the date on which the bill was postmarked.
- b) if hand delivered, on the date it was hand delivered.
- c) if made available over the internet, on 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.
- d) if sent by e-mail, on the date on which the e-mail is sent; or
- e) if sent by more than one of the methods listed in paragraphs (a) to (c), on whichever date of deemed issuance occurs last.

A Customer may dispute charges shown on their bill by contacting and advising WDI of the reason for the dispute. WDI will investigate all disputes and advise the Customer of the results. Please see [Section 1.8](#) for further details on dispute resolution.

### 2.4.4.1 Opening and Closing of Accounts

Customers who wish to open an account for the supply of electricity will notify WDI by phone, fax, mail, electronic mail, or other means acceptable to WDI. Notification must be provided at a minimum of five (5) business days prior to the opening of an account. Customers who wish to open an account must complete WDI's application form. Please contact WDI for a copy of the application form or visit [www.wasagadist.ca](http://www.wasagadist.ca) for more details.

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Should a Customer not advise WDI of their acceptance of account responsibility, WDI may disconnect the supply of electricity to the property. WDI's policies and procedures with respect to the disconnection process are further described in [Section 2.2](#). WDI will not be held liable for any damages arising from such disconnection.

If an account is opened in more than one person's name, all such persons are deemed to be Customers of WDI, and all, jointly and severally, agree to comply with, and to pay, the rates and charges in accordance with the Conditions of Service.

A Customer who wishes to close an account must notify WDI by phone, fax, mail, electronic mail, or other means acceptable to WDI. Notification must be provided at a minimum of five (5) business days prior to the closing of the account. Until WDI receives such notification, the Customer is responsible for payment to the Corporation for the supply of electricity. Notification of the closing of an account may not be accepted for a historical date. If a Customer wishes to close an account where a Retailer is involved, the closing will be governed by applicable regulatory codes including, but not limited to, the Retail Settlement Code.

## 2.4.4.2 Billing Options

WDI can accommodate the following billing options for Retailers:

- a) Distributor-Consolidated Billing (Preferred Option): WDI will issue a bill to the Customer that includes the full cost of the electricity delivered to the Customer, along with the portion of the bill attributable to competitive electricity costs based on the contract terms between the Customer and the Retailer, or fixed pricing.
- b) Retailer-Consolidated Billing: WDI will bill the designated Retailer for all competitive and non-competitive electricity costs incurred on behalf of the Customer; or
- c) split Billing

The selection of a billing option shall be determined by the Customer and the Retailer.

## 2.4.4.3 Prorating Bills and Service Charges

Service charges may be prorated for the first bill, final bill, and over a rate change. Charges are based on a straight ratio calculation of the number of days occupied by the Customer to a standard 30-day month.

## 2.4.4.4 Estimating Bills

Reasonable attempts will be made to obtain a meter reading for all regular electricity bills. Bills will only be estimated when WDI has been unsuccessful in obtaining a meter reading. If a bill is estimated, whenever possible it will be based on the Customer's consumption history.

Where Customer's consumption history is not available a reasonable estimate based on the account history will be determined.

Demand will only be estimated after current practices for retrieving a reading have been exhausted. When a demand reading cannot be obtained, it will be estimated after reviewing the demand history and considering, for example, seasonality and change in use. This does not apply to interval metering.

## 2.4.4.5 Adjustment Factor

When electricity is delivered over a powerline, a small amount of power is lost as heat dissipation. The adjustment factors applied to meter readings to account for these losses are known as Total Loss Factors or Line Loss Adjustments. Total Loss Factors/Line Loss Adjustments are approved by the OEB. Details of the applicable Total Loss Factors/Line Loss Adjustments can be found in the most recent Decision and Rate Order issued by the OEB. Please see [www.wasagadist.ca](http://www.wasagadist.ca) for a current copy.

## 2.4.4.6 Power Factor

For General Service (Above 50 kW) Customers, WDI assumes that a Customer's electrical and mechanical equipment has a minimum power factor of 90 per cent when operating at maximum loads. If, in any billing period, the Customer's maximum kilovolt Ampere (kVA) demand times 90% is higher than the Customer's maximum kilowatt (kW) demand, the amount to be billed will be 90 per cent of the kilovolt Amperes (kVA) demand for that billing period.

## 2.4.4.7 Billing Disputes

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising WDI of the reason for the dispute. WDI will promptly investigate all disputes and advise the Customer of the results. The WDI dispute process is outlined in [Section 1.8](#) Disputes.

## 2.4.4.8 Billing Breakdown Request

If a Customer requests a detailed breakdown of a service billing, WDI may, at its discretion, charge the Customer for the cost of providing the breakdown.

## 2.4.5 Payments

### 2.4.5.1 Payments and Late Payment Charges

Bills are payable in full by the due date. Payments received after the due date will be subject to a late payment interest charge from the date the bill was printed. The minimum payment period is twenty (20) days from the date on which the bill was issued to the Customer. If the bill is sent by mail, WDI will add three (3) days, providing a total of twenty-three (23) days from the date the bill was postmarked. A Customer may pay the bill without the application of a late payment charge up to the due date. The due date will be identified clearly on the Customer's bill.

Accounts can be setup on an equal monthly billing plan to equalize each payment. The monthly payment amount is recalculated on an annual basis to reduce the amount of credit or debit that naturally accumulates throughout the year. Contact WDI for more details.

### 2.4.5.2 Arrears Payment Agreement

WDI offers an Arrears Payment Agreement to all eligible General Service <50 kW Customers, Low-Income Customers and or Residential Customers to assist with the payment of billed charges and to avoid disconnection of the electricity supply for non-payment of account. At a minimum, the standard terms of the Arrears Payment Agreement shall meet the requirements outlined in the Distribution System Code. Offer of the Arrears Payment Agreement by WDI to a General Service <50 kW Customer need not include those terms and conditions but shall be offered by WDI on reasonable terms.

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Prior to entering into an Arrears Payment Agreement, any or all a security deposit would be used to reduce arrears. The Customer may be required to pay an initial down-payment and will agree to keep any subsequently billed amounts current. Failure to maintain the agreement contract results in removal from the Arrears Payment Agreement and collections activities may resume immediately.

WDI is not required to waive any late payment charges that accrue to the date of the Arrears Payment Agreement, but no further late payment charges may be imposed on the Residential Customer after he or she has entered into an Arrears Payment Agreement with WDI in respect of the amount that is the subject of that agreement.

In the event a Customer failed to perform their obligations under a previous Arrears Payment Agreement and WDI terminated the agreement, WDI may require that the Customer wait one (1) year after termination of the previous Arrears Payment Agreement before entering into another Arrears Payment Agreement with WDI.

## 2.4.5.3 Payment Options

Customers may pay their electricity bills using any of the following methods:

- a) mailing a cheque or money order to WDI at the remit to address printed on the bill; or
- b) in person at WDI Head Office at 950 River Road West, Wasaga Beach, ON; or
- c) depositing a cheque or money order in a designated drop-off box located at 950 River Road West, Wasaga Beach, ON; or
- d) In person at most Canadian financial institutions, or through automated banking machines, telephone banking or Internet bill payment services as offered by the Customer's financial institution; or
- e) pre-authorized automatic withdrawal from the Customer's bank account by WDI on the due date or dates as assigned through budget agreements; or
- f) using a Visa or Mastercard Credit Card via the WDI third party service provider noted on the WDI's Website [www.wasagadist.ca](http://www.wasagadist.ca) or contacting the number listed on the bill (subject to third party processing fees).

All payments must be in Canadian dollars.

All cheques received are typically processed for payment upon receipt. WDI assumes no responsibility for any related charges, including, but not limited to, non-sufficient fund (NSF) charges to the Customer.

Where payment is made by mail, payment will be deemed to be made on the date postmarked. Where payment is made at an acceptable financial institution, payment will be deemed to be made when the bill is stamped or acknowledged by the financial institution, or an equivalent transaction record is made.

WDI engages in a comprehensive notification process with its Customers to avoid the disconnection of services. If, after that process, payment has not been received or an agreed upon payment plan has not been set up, a disconnection of the Service will take place including additional charges not limited to collection and reconnection charges, a requirement to post a security deposit, and/or the forfeiture of all or part of an existing security deposit. Reconnection charges shall be applied only after reconnection has occurred. If the Customer is unable to pay



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the reconnection charges, WDI shall offer reasonable payment arrangements. For eligible low-income Customers reconnection charges shall be waived.

## 2.4.5.4 Payment Allocation

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

Where payment on account of a bill is not sufficient to cover electricity charges, security deposits and billing adjustments, the distributor shall allocate the payments in the following order:

- a) electricity charges
- b) payments towards an arrear's payment agreement,
- c) outstanding security deposit,
- d) under-billing adjustments
- e) and non-electricity charges.

## 2.4.5.5 Late Payment Interest Charges and Non-Payment Charges

All classes of electricity Customers have twenty (20) days from the date on which the bill was issued to pay their account. Bills are payable in full by the due date; otherwise, late payment interest charges will be applied from the billed date: 1.5% per month (effective annual rate 19.56% per annum or 0.04896% compounded daily rate).

Where a partial payment has been made by the Customer on or before the bill date, the Late Payment Interest Charge will apply only to the amount of the bill outstanding from the bill date.

Outstanding bills are subject to the collection process and may ultimately lead to the Service being disconnected. Service will be restored once satisfactory payment and/or payment arrangements have been made (see [Section 2.2.1](#)).

The Customer will be required to pay additional charges for the processing of non-sufficient fund (NSF) cheques.

## 2.5 Customer Information

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WDI is subject to provincial and federal privacy legislations that contain specific restrictions concerning the collection, use and disclosure of personal information. WDI shall not disclose specific information about a Customer unless that Customer has authorized the release of information in writing or unless necessary for compliance with the IESO's Market Rules, any OEB Approved Code or Standard, or any law or court order. In some cases, Customer information will be shared with third-party service providers who perform services on our behalf. These service providers are given only the information necessary to perform those services that we have contracted them to provide. In all other cases, WDI shall not disclose Customer information to a third party without the consent of the Customer in writing, except where the Customer information is required to be disclosed by law. Please contact WDI for a copy of the Privacy Policy or visit our website [www.wasagadist.ca](http://www.wasagadist.ca)

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Customers have the obligation to provide WDI with information that is true, complete, and correct. The information is used to provide Customer service, deliver and/or supply energy, manage Customer accounts and assess credit history regarding the requirement for account security deposits. WDI may verify the accuracy of all information provided and may obtain additional credit information from a credit-reporting agency as required.

WDI's Distribution License also permits the disclosure of information regarding a Customer where the information has been sufficiently aggregated such that the Customer's particular information cannot reasonably be identified.

## 2.5.1 Provision of Current Usage Data to Customers

Customers with cumulative volume and Demand Meters shall receive their current usage data on their electricity bill from WDI.

WDI will provide access to a Customer's meter or meter information under the following conditions:

- a) WDI will select the access windows it requires to read the meter.
- b) if WDI's access to the meter is hindered or a Customer's access to the meter corrupts usage information, WDI may suspend a Customer's right to access until any outstanding problems are resolved.
- c) a Customer shall pay the reasonable cost of any software, hardware or other services required for a Customer to obtain direct access to meter information. This may include installation of a secondary meter access system.
- d) a Customer shall bear any cost incurred by WDI to correct problems caused by a Customer's direct access to the meter.
- e) if a Customer assigns his or her right to direct meter access to a Retailer or third party, the Customer shall be responsible for the actions of the assigned party.

WDI will provide a Customer with 24 billing periods, where available, of historical usage information, information about their meter configuration, and payment information ("historical information"). The historical information can be released to the Customer or any third party designated by the Customer provided that the third party is:

- a) a Retailer, that the Customer has provided written authorization to WDI for the release; or
- b) someone other than a Retailer and the Customer has provided WDI with written authorization for the release.

WDI will honour requests from Retailers for historical data delivered electronically through the electronic business transaction (EBT) system at no charge. WDI will honour requests from Customers and Retailers for historical data not delivered through the EBT system twice a year for any one account at no charge. WDI at its discretion, may charge a fee for any additional requests for the same account in one (1) year.

Section 11 of the RSC specifies the rights of Consumers and Retailers to access current and historical usage information and related data and the obligations of Distributors in providing access to such information.

# CONDITIONS OF SERVICE

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Upon written authorization by the Customer, WDI shall make available the following information to the Customer or the Customer's Retailer:

- a) The WDI meter number for the meter or meters located at the Consumer's Service address.
- b) The Customer's Service address.
- c) The Customer's account number.
- d) The date of the most recent meter reading.
- e) The date of the previous meter reading.
- f) Multiplied kWh recorded at the time of the most recent meter reading.
- g) Multiplied kWh recorded at the time of the previous meter reading.
- h) Multiplied kW for the billing period (if Demand Metered).
- i) Multiplied kVA for the billing period (if available).
- j) Usage (kWh) for each hour during the billing period for interval- metered consumers.
- k) An indicator of the read type (e.g., Distributor read, Consumer read, Distributor estimate, etc.);
- l) Average distribution loss factor for the billing period.

## 2.6 Additional Information

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### 2.6.1 Locating Underground Power Lines

A Customer who requires that WDI locate underground powerlines owned by WDI shall call Ontario One Call at 1-800-400-2255 to request a locate of underground powerlines. WDI shall locate underground power lines or other equipment owned by WDI up to the ownership demarcation point at no charge to the Customer.

### 2.6.2 Temporary Connections

A temporary connection, otherwise known as a temporary Service, is a connection asset that is intended to provide distribution services to a Customer for a defined connection period after which the temporary connection shall be replaced with a permanent connection asset or disconnected and removed from service.

Where a Customer requires a temporary connection, the types and applicable charges are as follows:

- a) for a Service that, at a later date, will become a Residential or a General Service, connection conditions, connection fees and Standard Connection Allowances (residential) as defined in [Section 2.1.1](#) shall apply.
- b) for a Service that has a finite connection period with a known or approximate disconnection date (for example, Service to a construction site), the Customer shall pay WDI the estimated cost to install and remove the temporary connection, in advance, in accordance with the Contribution in Aid of Construction policy and methodology (see [Section 2.1.2.1](#)). The labour, equipment, sundry, and material costs to install and remove the Service will be charged to the Customer based on actual costs. The Standard Connection Allowance found in [Section 2.1.1](#) shall not apply.
- c) A temporary connection may remain in service for a period of up to one (1) year after which the Service shall be:
  - i. Replaced with a permanent connection asset; or

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- ii. Disconnected and removed from service; or
- iii. At the sole discretion of WDI, upon full inspection, the temporary connection may remain in service for one (1) additional year.
- d) In the case of temporary underground connections, the Customer shall supply and install trenching, suitable Service duct and secondary conductor. The Customer shall install the cable along a route approved by WDI.

At the discretion of WDI, the Customer may be required to pay a security deposit prior to connecting the temporary connection.

The Customer's electrical installation will require an authorization from the ESA prior to being connected to the Distribution System by WDI.

## 2.6.3 Existing Trailer Parks – Secondary Voltage Metered

When the park owner requests additional Services within the park or such additional Services are required, the following conditions shall apply:

- a) WDI shall be notified of any or all new distribution facilities, including transformers, etc., beyond the primary metering point.
- b) The Park owner shall supply and install new distribution facilities, including transformers, etc. as required for the addition.
- c) Park owners shall meet all the requirements of the Electric Safety Authority.

## 2.6.4 Existing Trailer Parks – Primary Voltage Metered

When the park owner requests additional Services within the park or such additional Services are required, the following conditions shall apply:

- a) The Park owner shall consult with WDI on the requirement of additional Services to ensure that existing primary metering facilities are adequate for the connection of new Services.
- b) The Park owner shall supply and install new distribution facilities including transformers, etc. as required for the addition subject to meeting the requirements of ESA.

## 2.6.5 Number of Services

WDI permits only one (1) Service per property. Where exceptional circumstances exist, WDI at its discretion may connect one additional Service, to a maximum of two (2) on the same property.

In circumstances where two (2) existing Services are installed to a dwelling, and one (1) Service is to be upgraded, the upgraded Service will replace both existing Services.

WDI will provide Customers with the option of having a central metered service (see [Section 2.3.7.2.1](#)) or a primary voltage metered service (see [Section 2.3.4.2.1.3](#)) to combine the multiple Services.

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## 2.6.6 Services and Swimming Pools

Although the OESC allows electrical conductors to be located at adequate height above a swimming pool, WDI will not allow utility owned electrical conductors to be located above or below swimming pools. Swimming pool separation from underground electrical conductors owned by WDI shall meet the requirements of the OESC.

Where a new swimming pool is to be installed it will be necessary to relocate, in accordance with [Section 2.1.5](#), any electrical conductors located directly over or buried under the proposed pool location.

## 3 CUSTOMER CLASS SPECIFIC

Customer class specific refers to services and requirements that are unique to individual Customer classes. This includes items such as ownership demarcation, metering, service requirements, ownership and operational responsibilities, special contracts, and other conditions specific to a Customer class.

Inspection of works not normally within the scope of the ESA is also defined.

WDI will abide by the DSC when it comes to reclassification of Customers. Customers will be reviewed and reclassified, as warranted, on an annual basis. The Customer is allowed under the DSC to make only one (1) interim request annually to WDI for re-classification review and WDI shall reclassify the Customer if warranted.

### 3.1 Residential

This classification applies to an account taking electricity at 750 volts or less and includes:

- a) All Services supplied to single-family dwelling units for domestic or household purposes,
- b) All multi-unit residential establishments such as apartments of 6 or less units for all WDI's service territory,
- c) If a Service supplies a combination of residential and commercial load and wiring does not permit separate metering, the classification of this Customer will be determined individually by WDI.

#### 3.1.1 General Information

Normally, WDI will provide one (1) Service or delivery point to each residential Customer. The normal Secondary Voltage will be 120/240 volts, 60 Hz. The single Service entrance size for new and upgraded Services shall be a minimum of 200 amperes and a maximum of 400 amperes, however multiple service entrances with a nameplate total greater than 400 amperes shall require Central Metering Service. Residential Services requiring 3-phase supply shall require consultation with, and the approval of, WDI prior to construction.

In circumstances where two existing Service supplies are installed to a residential Customer and one (1) is being upgraded, the upgraded Service will replace both existing Services. Where existing revenue-metering is located inside the residence, the Customer will relocate it to the exterior of the building at the time of upgrading the existing Service.

#### 3.1.2 Early Consultation for New or Upgraded Service

To avoid unexpected delays and/or expenses to the Customer, the location of the service entrance and the meter base shall be established through early consultation between the Customer and WDI for both new and upgraded Services. This consultation should be initiated by the Customer and take place not less than ninety (90) business days prior to the required in-service date. Additional time (months or over a year in some cases) shall be required where the Distribution System, operating at a suitable Primary Voltage, does not exist near the residential Customer building site (expansions in accordance with [Section 2.1.2](#) of this document) or where the existing Distribution System, operating at a suitable Primary Voltage, requires enhancements.



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The Customer shall contact the WDI Engineering Department to discuss service requirements and supply the following information during the consultation:

- a) Customer contact information and, if the Customer chooses to use an electrician, the contact information for the electrician.
- b) the required service date.
- c) Service capacity and voltage rating.
- d) the type of Service to be installed, underground or overhead.
- e) the distance from the existing WDI Distribution System.
- f) location of property bars, the building footprint, and all proposed pole locations, shall be staked.
- g) a Property or Subdivision plan showing the proposed location of the service entrance with respect to the lot lines.
- h) details of any equipment which may demand a high consumption of electricity if applicable; and
- i) completion of appropriate application forms

## 3.1.3 Service Types

### 3.1.3.1 Overhead Secondary Voltage Service

Underground Services, including in areas where overhead distribution services may be provided, are preferred by WDI.

WDI shall designate the pole (or span) from which the Service shall be supplied and the location of a rigid service mast.

WDI shall provide and the Customer shall pay for all Secondary Voltage conductor necessary to attach to the WDI system. Excepting that as per [Section 2.1.1.1](#) of this document, WDI shall provide an allowance for up to 30 meters of overhead Service conductor from the WDI Distribution System to the ownership Demarcation Point.

Where the Customer point of Connection is located on the opposite side of the road from the existing Distribution System, WDI shall supply and install a road crossing pole complete with anchoring and overhead Secondary Voltage Service conductor to the Customer Connection point. If required, the Customer shall provide a Contribution in Aid of Construction (see [Section 2.1.2.2](#)) for a road crossing. This work would be eligible for Alternative Bid (see [Section 2.1.2.5](#)).

Where the distance from the main line (or Secondary Voltage crossing pole) exceeds 30 meters, the Customer may be required to provide additional service poles at no cost to WDI.

The Customer, at their sole expense, may be required to obtain property rights.

In the event an overhead service is permitted, the Customer shall provide a rigid service mast, to ESA requirements, with sufficient height to maintain proper minimum ground clearance in accordance with ESA and/or WDI Standards, as required. This shall include provision for the termination of the Service conductors on the rigid service mast.

WDI shall provide and the Customer shall pay for all revenue metering equipment.

Where the Customer wants to install an overhead Secondary Voltage Service and the characteristics of the load or the distance from the existing Distribution System to the desired

# CONDITIONS OF SERVICE

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point of Connection result in the calculated voltage at the point of Connection falling below the voltage guidelines of the OESC when using overhead Secondary Voltage conductor as per the OESC for the Secondary Voltage Service, then [Section 3.1.3.2](#) shall apply.

## 3.1.3.2 Overhead – Customer-Owned Primary Voltage Service /WDI-Owned Transformer and Metering

When the distance from the Distribution System or the load characteristics prevent the application of a Secondary Voltage Service, the Customer shall be responsible to design, supply, construct, own and maintain their own Primary Voltage pole line and secondary Service (see [Section 2.3.4.2.1.3, part b\) Primary Voltage Service](#)) to the connection to the WDI Distribution System. If the Customer wants to install an underground Service, see [Section 3.1.3.4](#).

The Customer shall receive credit equivalent to the Overhead Service of up to 30 meters. The estimated amount of this credit is included with the Offer to Connect.

The Customer, at their sole expense, may be required to obtain property rights.

WDI shall provide and the Customer shall pay for all revenue metering equipment.

This line must be constructed in compliance with the latest version of the OESC. The transformer pole must also comply with WDI's approved construction standards. WDI shall require a Connection Authorization from the ESA prior to connection of such a line to WDI's Distribution System.

In consultation with the Customer, WDI shall designate the pole from which the Service shall be supplied, the location of the transformer pole, and the location of Secondary Voltage metering equipment.

WDI shall supply install and maintain all hardware and anchoring required on WDI's Distribution System to facilitate the connection including a fused Primary Voltage disconnect device. WDI shall also install a distribution transformer and appropriate Secondary Voltage metering on the Customer's property.

## 3.1.3.3 Customer Service Road Crossings

Where the Customer point of Connection is located on the opposite side of the road from the existing Distribution System, WDI shall comply with municipal local standards for road crossing. WDI may supply and install either a road crossing pole complete with anchoring and overhead Secondary Voltage Service conductor to the Customer Connection point or an underground road crossing. If required, the Customer shall provide a Contribution in Aid of Construction for a road crossing (see [Section 2.1.2.2](#)). This work is eligible for Alternative Bid (see [Section 2.1.2.5](#)).

WDI shall provide and the Customer shall pay for all Revenue metering equipment.

## 3.1.3.4 Underground – Secondary Voltage Service

Underground Services, including in areas where overhead distribution services may be provided, are preferred by WDI.

WDI shall specify the connection point of the proposed Service to WDI's Distribution System, as well as the underground conductor route and the location of the Customer-owned meter base.

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Where the Customer wants to install an underground Secondary Voltage Service, but the characteristics of the load or the distance from the existing Distribution System to the desired point of Connection result in the calculated voltage at the point of Connection falling below the voltage guidelines of the OESC, when using underground conductor suitable for the Secondary Voltage Service, as defined in the OESC then [Section 3.1.3.4](#) shall apply.

WDI shall provide and the Customer shall pay for all revenue metering equipment.

The Customer is required to supply and install the underground Service to the latest revision of WDI's Construction standards.

It is the responsibility of the Customer or their contractor to obtain locates from all Utilities (including WDI) before digging. It is the responsibility of the Customer to obtain the appropriate Road Occupancy Permit (ROP) and Municipal Consent (MC) from the Town of Wasaga Beach when encroachment in the Right of Way (ROW) is required.

## 3.1.3.5 Underground – Secondary Voltage Service -Residential Subdivision

This section pertains to servicing of electricity in underground residential subdivisions established with a subdivision agreement executed by a developer.

WDI or its representative shall install the service wires from WDI's right-of-way to the meter base on each dwelling unit in the Customer installed duct.

Each individual property shall have its own meter base. All Service locations and trench routes must be submitted to WDI for approval prior to construction or installation.

Where a builder or developer can develop an additional lot in an existing underground subdivision, they will be required to pay the actual costs involved for WDI to provide a Service to this new lot.

## 3.1.3.6 Underground – Primary Voltage Service

When the distance from the Distribution System or the load characteristics prevent the application of an underground Secondary Voltage Service, the Customer shall be responsible to supply, construct, own and maintain their own Primary Voltage underground Service. If the Customer wants to install an overhead service [Section 3.1.3.1](#) shall apply.

This line must be constructed in compliance with the current version of OESC. The transformer pad and grounding must also comply with WDI's approved construction standards, and the installation must be inspected by WDI prior to any backfilling. WDI shall require a Connection Authorization from the ESA prior to connection of such a line to WDI's Distribution System.

WDI shall designate the pole from which the Primary Voltage Service shall be supplied, the location of the transformer pad, and the location of Secondary Voltage metering equipment.

WDI shall install and maintain the connections to WDI's Primary Voltage Distribution System including a fused Primary Voltage disconnect device. WDI shall also install a padmount distribution transformer and appropriate Secondary Voltage metering on the Customer's property.

The Customer shall pay a contribution to offset WDI's installed cost of the disconnect device and transformer. However, the Customer shall be entitled to a credit equivalent to the Standard

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Connection Allowance (see [Section 2.1.1.1](#)). WDI shall provide and the Customer shall pay for all Revenue metering equipment.

## 3.1.4 Demarcation Point

The Demarcation Point is where WDI operational and ownership responsibilities end, and the Customer's begins.

Ownership and operational Demarcation Points shall be as defined during the design and consultation phase. Please refer to [Appendix 5.3](#) for examples.

## 3.1.5 Access

The Customer shall provide unimpeded and safe access to WDI for installing, removing, maintaining, constructing, operating distribution equipment, and reading or changing metering and associated equipment.

## 3.1.6 Metering

The Customer shall supply, install, and maintain a meter socket and suitable space for auxiliary equipment if required, and it shall be readily accessible to WDI personnel. The meter socket shall be installed on the exterior of the residential Customer's dwelling at 1.7 meters above finished grade to the center of the meter. The meter shall be installed on the line side of the main disconnect device.

In those instances where a Central Metered Service (see [Section 2.3.7.2.1](#)) is installed, the Customer shall pay for and WDI shall install the Central Metering Service.

WDI shall provide and the Customer shall pay for all Revenue metering equipment.

### 3.1.6.1 Metering - Service Entrance/Meter Location Changes

WDI shall be consulted in advance of any changes to the metering facilities and/or service entrance. For Service changes, including upgrades and temporary removal of the stack; WDI will require any meter located indoors to be relocated outside at the Customer's expense.

Where a Service upgrade necessitates that the existing underground Service cable be changed, the Customer will be required to provide a trench and 4" WDI-approved duct from the meter socket to the point of Connection. Please contact WDI Engineering for duct and trench requirements.

## 3.1.7 Inspection

The electrical installation inside and outside of the residence, including the meter socket, service mast and any Customer-owned Primary Voltage equipment, must be approved by ESA and an authorization issued prior to connection.

The service entry components including the meter socket and service wire attachment must be acceptable to WDI prior to connection.

Any work on a Customers' service will require the service mast (if applicable), point of attachment and/or meter socket to be upgraded to meet the current OESC and WDI standards.

## 3.1.8 Subdivision, Multi-Unit and Townhouse Development

Developers proposing subdivision, multi-unit, or townhouse projects shall consult with WDI prior to submitting a design for electrical Service and complete the appropriate Subdivision Development Application form. All work within the limits of the Development shall be according to WDI specifications on Subdivision Electrical Distribution. Please contact WDI for current information. Prior to preparing a design the developer shall submit, at a minimum, the following to WDI:

- a) appropriate application forms
- b) a grading and site plan showing the buildings in relationship to existing and proposed propertylines as well as other existing or proposed buildings, streets, and other services such as water, gas, telephone, and cable television.
- c) civic addresses.
- d) legal reference plan.
- e) a layout showing the number of units and electrical Service requirements.
- f) required service date.

Property drawings for the Development must be submitted to the WDI Engineering department and a minimum of sixty (60) days allowed for an Offer to Connect to be completed. The drawings are to be submitted in electronic form compatible with WDI's CAD system. The Developer will have the opportunity to review the drawings and request revisions, as necessary. Both WDI and the Developer must approve the electrical distribution supply plan in writing before construction is scheduled to begin. The Electrical Design associated with the subdivision is eligible for Alternative Bid (see [Section 2.1.2.5](#)).

It is the responsibility of the Developer to coordinate the design and construction of the Electrical Distribution System with that for telephone and cable TV systems.

The terms and conditions applicable to a Customer Connection (see [Section 2.1](#)) and to an expansion (see [Section 2.1.2](#)) also apply to subdivisions and developments.

The developer is responsible for all civil works. If the developer intends to place meter sockets anywhere other than on the individual residential Customers being served, the developer is expected to furnish, at no cost to WDI, a registered easement (in WDI's favour) that encompasses any land that WDI may need to cross or fixtures to which WDI may need to attach for the service(s).

WDI will follow the guidelines established in the Distribution System Code to determine any required Contributions in Aid of Construction (see [Section 2.1.2.2](#)) and Expansion Deposit (see [Section 2.1.2.4](#)).

### 3.1.8.1 Commencement of Construction

Installation of electrical facilities may commence, at WDI's sole discretion. Normally, installation of sewer and water facilities, including lateral connections, and gravel road bases, curb bases or curbs, and the first layer of asphalt must be completed before work to install the electrical system can commence.

All portions of the lands involved with the Electrical Plant must be graded to within plus or minus fifteen (15) centimetres of final grade before work can begin.

As per the DSC, all electrical contractors, including sub-contractors, whether contracted with the Developer or WDI, must be pre-approved by WDI and qualified in good standing as to the current WDI requirements.

## 3.1.8.2 Inspection

As per the agreement signed by the developer, a WDI inspector must inspect work being completed by contractors including sub-contractors. before covering up or burying any portion of the Electrical Plant. WDI, at its discretion, may require onsite inspection through the duration of the work.

The Developer shall give written notice of ten (10) business days to WDI whenever its contractors initiate work involving the Electrical Plant, for the purpose of allowing examination by WDI of the construction methods and materials being employed. Seventy-two (72) hours' notice shall be given when further portions of the work commence.

## 3.1.8.3 Streetlights

All streetlights unless on private property are owned by the Town of Wasaga Beach.

The Developer is responsible for all actual costs relating to streetlight design and installation within the Land Development as well as on adjacent streets directly servicing the Subdivision. The Town of Wasaga Beach is the final arbitrator on this issue and will determine what is and is not the Developer's responsibility.

## 3.2 General Service Less than 50 kW

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For purposes of these Conditions of Service, the classification known as General Service (below 50 kW) shall apply to a non-residential account taking electricity at 750 volts or less whose average monthly maximum gross demand over a period of twelve (12) consecutive months is less than, or is forecast to be less than, 50 kW and includes multi-unit residential establishments such as apartment buildings supplied through one (1) Service (bulk-metered) with greater than 6 units in all service areas. Classification of General Service Customers is dependent on the Customer's average monthly billing demand (see [Section 2.4.4](#)).

General Service Customers under 50 kW are energy-billed.

For a single-phase connection, please refer to [Section 3.1](#) for process information.

For a poly phase connection, please refer to [Section 3.3](#) for process information.

## 3.3 General Service Greater than 50 kW

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For purposes of these Conditions of Service, the classification known as General Service (above 50 kW) applies to a non-residential account whose average monthly maximum gross demand over a period of twelve (12) consecutive months is equal to or greater than or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW. Customers are assigned to these individual rate classes consistent with the rules described in Section 2.5 of the DSC, related to gross load demand, and the rate classifications set out in WDI's Tariff of Rates and Charges.

This section also deals with the different conditions that will apply in the cases of multiple industrial buildings, office buildings, and shopping malls and plazas.

General Service Customers equal to or greater than 50 kW are demand-billed.



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## 3.3.1 General Information

Normally, WDI will provide one (1) Service or delivery point for each General Service (Above 50 kW) Class Customer. At WDI's sole discretion, more than one (1) delivery point may be allowed. Any such arrangement with a Customer must also be acceptable to the ESA.

## 3.3.2 Early Consultation

Prior to the preparation of a design for a General Service (Above 50 kW) Class Customer, the Customer will be required to contact WDI Engineering for a pre-consultation to determine what information is required from the Customer.

To avoid unexpected delays and/or expenses to the Customer, the location of the service entrance and the meter socket shall be established through early consultation between the Customer and WDI for both new and upgraded Services. This consultation should be initiated by the Customer and take place not less than ninety (90) business days prior to the required in-service date. Additional time shall be required where the Distribution System, operating at a suitable Primary Voltage, does not exist near the General Service building site (expansions) or where the existing Distribution System, operating at a suitable Primary Voltage, requires enhancements in accordance with [Section 2.1.2](#) of this document.

If a Customer is required to own and install Primary Voltage equipment as part of a new or upgraded Service Connection, it is imperative that the Customer consult with WDI regarding planned Primary Voltage conversion programs. WDI may require the installation of equipment rated to operate at a future nominal Primary Voltage in addition to the nominal Primary Voltage available at the time of connection.

## 3.3.3 Service Types

WDI offers the following service types for Commercial customers.

### 3.3.3.1 Overhead - Secondary Voltage Service

Underground Services, including in areas where overhead distribution services may be provided, are preferred by WDI.

The requirements for this type of Service are the same as those found in [Section 3.1.3.1](#) with one exception that General Service class Customer does not receive the allowance for a Basic Service.

### 3.3.3.2 Overhead – Customer-Owned Primary / WDI-Owned Transformer and Metering

Underground Services, including in areas where overhead distribution services may be provided, are preferred by WDI.

The requirements for this type of Service are the same as those found in [Section 3.1.3.2](#) with one exception that a General Service class Customer does not receive the allowance for a Basic Service.

### 3.3.3.3 Underground Secondary Voltage Service

Where the Customer point of Connection is located on the opposite side of the road from the existing Distribution System, WDI shall supply and install a road crossing pole complete with anchoring and overhead Secondary Voltage Service conductor to the Customer Connection point. If required, the Customer shall provide a Contribution in Aid of Construction (see [Section 2.1.2.2](#)) for a road crossing. This work would be eligible for Alternative Bid (see [Section 2.1.2.5](#)).

An underground secondary Service will be required to buildings with a Service rated greater than 400 A.

The Customer shall supply, own, and maintain the service conductors, conduit, and trench from the service entrance to the delivery point.

If it is determined during the consultation phase, the installation of an overhead service is permitted by WDI, see [Section 3.3.3.2](#).

Where the Customer wants to install an underground Secondary Voltage Service, but the characteristics of the load or the distance from the existing Distribution System to the desired point of Connection result in the calculated voltage at the point of Connection falling below the voltage guidelines of the OESC, when using underground conductor suitable for the Secondary Voltage Service, as defined in the OESC then [Section 3.3.3.4](#) shall apply.

### 3.3.3.4 Underground – Primary Voltage Service

When the distance from the Distribution System or the load characteristics prevent the application of an underground Secondary Voltage Service, WDI shall supply, and the Customer shall pay for in accordance with [Section 2.1.2.2](#),

- a) a padmounted transformer,
- b) primary cable and terminations,
- c) revenue metering,

WDI shall provide the Standards, the Customer shall design, install, and pay for:

- a) A transformer support pad including grounding to WDI's specifications (consult the WDI Engineering Department for a copy of this specification). Location of transformer support pad to be in accordance with the OESC and WDI requirements.
- b) Supply and install secondary cables and secondary transformer terminations.
- c) Supply and install four 4" PVC Type II ducts encased in 30 MPA concrete from transformer pad to supply point.
- d) Install fish lines and cap ends of ducts suitable to WDI.

If it is determined during the consultation phase, the installation of an overhead service is permitted by WDI, see [Section 3.3.3.2](#).

This line must be constructed in compliance with the current version of OESC. The transformer pad and grounding must also comply with WDI's approved construction standards, and the installation shall be inspected by WDI, prior to backfilling, and at the time of connection. WDI shall require a Connection Authorization from the ESA prior to connection of such a line to WDI's Distribution System.

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WDI shall designate the pole from which the Primary Voltage Service shall be supplied, and the location of Secondary Voltage metering equipment.

WDI shall install and maintain the connections to WDI's Primary Voltage Distribution System including a fused Primary Voltage disconnect device. WDI shall also install a padmount distribution transformer and appropriate Secondary Voltage metering on the Customer's property.

The Customer shall pay a contribution to offset WDI's installation costs of the disconnect device and transformer.

## 3.3.4 Primary Voltage Service/Substation – Customer Owned Transformer

Based on the size and location of the load that the Customer wants to connect and the available voltages and circuit characteristics, WDI will identify, early in the connection process, the Standard Voltage (see [Section 2.3.4.1](#)) at which WDI shall supply the Customer.

Where the size of the load is such that the Customer shall be connected to the Primary Voltage system and the Customer requires either:

- a) A non-standard Secondary Voltage, or
- b) the size of the load requires a transformer larger than that supplied by WDI (see [Section 2.3.4.3](#)), then, at the sole discretion of WDI:
  - i. the Customer shall supply and install the distribution transformer. Ownership and operational Demarcation Points shall be as defined during the design and consultation phase (Please refer to [Appendix 5.3](#) for examples.) or
  - ii. the Customer shall own and maintain a substation. A substation shall include but not limited to the power transformer and all equipment within the station, except for revenue-metering as stipulated by WDI. Operational and ownership Demarcation Points shall be defined and specified in the Connection Agreement between the parties. Connection Agreements are contemplated in [Section 2.1.7](#).

It is recommended that Customer's transformers have high voltage taps ranging from 105% to 95%. The Customer should consult with WDI prior to procuring the transformer.

The Customer's transformer must meet the maximum no load and full load losses specified by WDI. The transformer no load and full load specifications must be submitted to WDI for approval before the transformer is ordered.

If the Customer's privately-owned transformer does not meet WDI's maximum no load and full load losses specification, primary metering may be required.

The high voltage protection of a Customer supplied, and owned transformer(s) shall meet and coordinate with WDI's Distribution System protection. An appropriate transformation ownership allowance shall be applied to the monthly bill.

The Customer shall supply the station site, pad, transformers, fencing, structure, and distribution line on private property in accordance with the OESC. In accordance with [Section 2.1.2](#) the Customer may be required to supply and install other distribution facilities.

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Shop drawings of the switchgear, transformer nameplate data and a single line diagram of the proposed system must be submitted for WDI review. The Customer or their representative will coordinate fuse selection and/or relay settings with WDI prior to commissioning. The Customer shall maintain an adequate supply of fuses to ensure service availability.

Lightning arrestors are required and are to be installed at the termination pole and/or station structure.

All Customer-owned substations and transformer installations must be inspected by the ESA. For all substations and Customer owned transformers, the Customer shall:

- a) propose commissioning tests, which may include, but are not limited to, ground grid testing, protection testing, insulation, and ratio testing of all equipment, to WDI and WDI shall approve or provide comments on the proposed, alternative, or additional commissioning tests;and
- b) the final approval of the commissioning tests required shall be at the sole discretion of WDI, and, once approved by WDI, the Customer shall engage a qualified engineering firm to perform the approved commissioning tests and provide to the Customer and WDI a certified test report, showing that the facility has passed all the required commissioning tests.

To facilitate and encourage maintenance of the Customer-owned substations, WDI will provide one (1) power interruption annually. This is a free service if scheduled during WDI's normal business hours. Beyond normal business hours WDI will charge the Customer a premium above the normal business hours cost. Additional work will be chargeable to the Customer.

There is no Basic Connection allowance associated with Primary Voltage Service/Substation – Customer Owned Transformer.

All costs associated with any system expansion or enhancement shall be borne by the Customer in accordance with WDI's Contributions in Aid of Construction methodology (see [Section 2.1.2.2](#)).

## 3.3.4.1 Switching – Customer Stations

WDI reserves the right to operate Customer-owned switches as required in emergency scenarios, or as otherwise agreed to between WDI and the Customer. In most cases, WDI has operating control on the Customer owned main Load Interrupter Switch and will install a WDI lock on this switch. In either case, WDI shall not be liable to the Customer for any damages resulting from the operation of Customer-owned switches.

## 3.3.5 Demarcation Point

The Demarcation Point is where WDI's operational and ownership responsibilities end, and the Customer's begin.

Unless specific arrangements between WDI and the Customer are made, the Ownership and Operational Demarcation Points shall be as defined in the WDI Operating Agreement.

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## 3.3.6 Supply of Equipment

Normally, WDI and the Customer will supply, install, and construct all equipment in accordance with [Section 2.1.2](#). Details as to the appropriate supply of equipment will be determined in the early consultation phase of the project.

## 3.3.7 Short Circuit Capacity

The Customer shall ensure that their service entrance equipment has an adequate short circuit interrupting capability. WDI will provide, on request, the maximum available short circuit symmetrical fault level at any specific location.

## 3.3.8 Access

Service locations requiring access to adjacent properties (mutual drives, narrow setbacks, etc.) will require the completion of Legal Easements for all such properties, at the Customer's expense.

The Customer will always provide unimpeded safe access to WDI for the purpose of installing, removing, constructing, maintaining, operating, or changing metering and distribution equipment.

## 3.3.9 Metering

The revenue meter and, if applicable, the instrument transformers are owned and maintained by WDI or the Customer in accordance with [Section 2.3.7](#). The meter socket is the responsibility of the Customer.

Where a metering cabinet is required, the Customer shall supply and install equipment as specified in [Section 2.3.7.2](#).

Where a primary metering installation is required, the Customer shall be required to contribute to the cost of the metering equipment in accordance with the Contribution in Aid of Construction Policy stated in [Section 2.1.2.2](#).

## 3.4 Large User (greater than 5,000 kW)

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This classification applies to an account whose average monthly maximum gross demand over a period of twelve (12) consecutive months is equal to or greater than or is forecast to be equal to or greater than, 5,000 kW. Class A and Class B consumers are defined in accordance with O. Reg. 429/04. This procedure applies to all customers greater than 5,000 kW.

### 3.4.1 General Information

Normally, WDI will provide one (1) Service or delivery point for each General Service (Above 50 kW) Class Customer. At WDI's sole discretion, more than one (1) delivery point may be allowed. Any such arrangement with a Customer must also be acceptable to the ESA.

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## 3.4.2 Early Consultation

Prior to the preparation of a design for a General Service (Above 5,000 kW) Class Customer, the Customer will be required to provide the following information to WDI, where applicable:

- a) completion of the applicable application forms
- b) the approximate date the Customer will require service.
- c) site and grading plans showing the location of the building relative to property lines, public rights-of-way, driveways, and parking lots.
- d) locations of other services including gas, water, sewer, cable TV and telephone.
- e) the preferred routing for a duct bank or pole line, subject to approval by WDI.
- f) preferred location of the transformer, subject to approval by WDI.
- g) the location of the revenue-metering installation, subject to approval by WDI.
- h) amperage of the service.
- i) preferred voltage of the service.
- j) preferred location of the service entrance.
- k) estimated initial electrical demand and ultimate maximum demand.
- l) single line diagram.
- m) listing of all significant loads such as lighting, motors, cooling, heating, X-ray units, welders, etc.
- n) copies of service entrance switchgear, detailing metering equipment installation.
- o) substation information including transformer capacity, Primary and Secondary Voltages, tap positions, impedances, connection details, grounding details and protective coordination information.
- p) number of units.
- q) NAICS codes shall be provided by the applicant.

To avoid unexpected delays and/or expenses to the Customer, the location of the service entrance and the meter socket shall be established through early consultation between the Customer and WDI for both new and upgraded Services. This consultation should be initiated by the Customer and take place not less than six (6) months prior to the required in-service date. Additional time shall be required where the Distribution System, operating at a suitable Primary Voltage, does not exist near the general service building site (expansions) or where the existing Distribution System, operating at a suitable Primary Voltage, requires enhancements in accordance with [Section 2.1.2](#) of this document.

## 3.4.3 Service Types

Large Users shall either be:

- a) Connected to the Transmission System, or
- b) Connected to the WDI Primary Voltage system, but shall supply, install, own, and maintain a Customer-owned substation in accordance with [Section 3.3.4](#).

All the conditions within [Section 3.3.5](#), [Section 3.3.6](#), [Section 3.3.7](#), [Section 3.3.8](#) and [Section 3.3.9](#) shall also be met.



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## 3.5 Embedded Load Displacement Generation

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WDI will make every reasonable effort to respond promptly to a Customer's request to connect embedded load displacement generation to the Distribution System. WDI will provide an opportunity for initial consultation with the Customer regarding the process to connect to the Distribution System within fifteen (15) calendar days of receiving a written request from the Customer. The Connection and operation of a Customer's embedded load displacement generator must not endanger workers or jeopardize public safety, or adversely affect or compromise equipment owned or operated by WDI, or the security, reliability, efficiency, or the quality of electrical supply to other Customers connected to WDI's Distribution System.

The embedded load displacement generation Customer must meet all requirements outlined by the IESO, DSC, and ESA. In general, WDI will require a proposed Customer's facility to conform to the transfer trip and remote monitoring requirements of the current version of the Hydro One Technical Interconnection Requirements document. For further technical requirements contact WDI's Engineering Department. WDI reserves the right to perform a Customer Impact Assessment at the Customer's expense.

The Customer must enter into a Connection Agreement in a form acceptable to WDI prior to connection of load displacement generation facilities to WDI's Distribution System. Provided the Customer has provided WDI with all the information requested in a timely manner, WDI will make a final Offer to Connect the Customer within the number of days specified in the DSC.

The maximum WDI may charge a Customer connecting load displacement generation for enhancements and/or additions to the Distribution System required to connect is prescribed in the DSC. WDI's costs associated with preliminary review, study and final proposal are the responsibility of the Customer.

Prior to being connected to the Distribution System, the Customer will pay WDI all charges determined by the applicable economic evaluation methodology as prescribed in the DSC, together with WDI's costs for review and consultation. In addition, the Customer may be required to enter into a connection agreement with WDI for the operation and connection of the Customer's embedded load displacement generation facilities. The form of this connection agreement shall conform to the requirements of the DSC. Any Customer with a Generation Facility connected to WDI's Distribution System who does not have a Connection Agreement with WDI shall be deemed to have accepted and agreed to be bound by these Conditions of Service.

The installation of an embedded load displacement generation facility may result in standby power charges and Gross Load Billing charges per WDI's currently approved Tariff of Rates and Charges. Please contact WDI Customer Service for more details.

### 3.5.1 Technical Requirements

The Customer shall ensure that the Connection of its load displacement generation facility to the Distribution System does not materially adversely affect the safety, reliability, and efficiency of the Distribution System. The most current technical requirements for new or significantly modified generation facilities are available from WDI Engineering.

The Customer with an embedded load displacement Generation Facility connected to WDI's Distribution System (other than a micro-embedded Generation Facility) shall reimburse WDI for any damage to the Distribution System or increased operating costs that may result from the Connection of a load displacement Generation Facility.



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WDI may determine that equipment that was deemed to follow the technical requirements of the DSC as noted in the immediately preceding paragraph is not in actual compliance with the technical requirements due to any of the following conditions:

- a) a material deterioration of the reliability of the distribution system resulting from the performance of the Customer's load displacement generation equipment; or
- b) a materially negative impact on the quality of power of an existing or a new Customer resulting from the performance of the Customer's load displacement generation equipment; or
- c) a material increase in the Customer's load displacement generation capacity at the site where the equipment deemed compliant is located.

In such a case, WDI will provide the Customer with standards and regulations for requiring such equipment to be brought into actual compliance. The Customer shall then bring its equipment into actual compliance with the technical requirements and within a reasonable time specified by WDI.

The Customer shall dispatch on or off the embedded load displacement Generation Facility from the Distribution System:

- a) at the request of WDI where a remote trip or transfer trip is included in the interface protection; and
- b) at the request of WDI, when WDI, at its sole discretion, transfers the generator to an alternative source.

### 3.6 Embedded Market Participant

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Under the "Market Rules for the Ontario Electricity Market", Chapter 2, Section 1.2.1, "No persons shall participate in the IESO-administered markets or cause or permit electricity to be conveyed into, through or out of IESO-controlled grid unless that person has been authorized by the IESO to do so".

All Embedded Market participants, within the service jurisdiction of WDI, once approved by the IESO, are required to inform WDI of their approved status in writing, thirty (30) days prior to their participation in the Ontario Electricity Market.

A Customer who is also an embedded market participant will be treated in terms of connection and servicing as a General Service or Large Use Customer as appropriate. A special Connection Agreement for embedded market participants is required.

WDI will make every reasonable effort to respond promptly to a Market Participant's request to connect to the Distribution System. WDI will provide an opportunity for initial consultation with the Market Participant regarding the process to connect to the Distribution System within fifteen (15) calendar days of receiving a written request from the Market Participant. Provided the Market Participant has provided WDI with all the information requested in a timely manner, WDI will make an Offer to Connect the Market Participant within sixty (60) calendar days of receiving the initial request. Depending on the customer specifics, [Section 3.2](#), [Section 3.3](#) or [Section 3.4](#) shall apply with respect to applicable charges to connect.

An Embedded Market participant must enter into a Connection Agreement in a form acceptable to WDI and agreed to be bound by all the Connection Agreement Terms and Conditions.

For WDI to make the necessary changes to its billing systems, Customers who wish to register or de-

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register with the IESO as Wholesale Market Participant shall notify WDI in writing at least sixty (60) days in advance. The Customer must ensure that sufficient time is provided for IESO registration or de-registration.

### 3.7 Embedded Distributor

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WDI will make every reasonable effort to respond promptly to an Embedded Distributor's request to connect to the Distribution System. WDI will provide an opportunity for initial consultation with the Embedded Distributor regarding the process to connect to the Distribution System within thirty (30) calendar days of receiving a written request from the Embedded Distributor. Provided the Embedded Distributor has provided WDI with all the information requested in a timely manner, WDI will make a final Offer to Connect the Embedded Distributor within ninety (90) calendar days of receiving the initial request.

Depending on Customer specifics, [Section 3.3](#) or [Section 3.4](#) shall apply with respect to applicable charges to connect.

An embedded Distributor or a Distributor that extends a WDI feeder may be required to install reclosers and /or other protective devices as determined by WDI. The criteria for deciding whether such a device is required will depend on the extent of the feeder extension and its relative exposure to possible outages generated by storms, tree contact, significant Customer load, etc.

The need for reclosers or other protective devices will be determined by WDI for the purposes of minimizing risk to existing WDI Customers.

WDI will make a good faith effort to enter into a connection agreement with the Embedded Distributor to connect to WDI's Distribution System. The form of this connection agreement shall conform to the requirements of the Distribution System Code.

### 3.8 Unmetered Connections

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All new or upgraded connections to WDI's distribution system will be metered, excluding connections for Sentinel Lights and Town owned Streetlighting.

Relocation of an existing unmetered connection shall be upgraded to a metered Service excluding Sentinel Lights and Town owned Streetlighting.

Except as may be otherwise specified in this section of this document, the rights, and obligations of both WDI and unmetered load Customers remain the same as specified in [Section 1.6](#) and [Section 1.7](#).

#### 3.8.1 Street Lighting

Streetlighting shall be installed, owned, and maintained by the Town of Wasaga Beach, Simcoe County, or the Ministry of Transportation or a third party hired by the Municipality, County, or the Ministry of Transportation. To be able to legally attach to the WDI Distribution System a Joint Use Agreement is required. New installations shall meet Ontario Regulation 22/04, the OESC, ANSI/IES RP-8, the Utilities Standard Forum (USF) Distribution Standards and pass ESA inspection. Existing streetlight systems will be maintained as is.

The Customer is required to ensure qualified persons are engaged to work on the streetlight system and that the system is maintained in a manner as to not represent a hazard to the Distribution System and

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the public.

Proper records of the streetlight system shall be maintained by the Customer or their designated third party to facilitate identification of equipment, appropriate record management, and the ability to locate underground plant associated with the system. Records must be provided to WDI upon request.

Provision of electrical Service for the operation of municipal-owned streetlighting is subject to the following conditions:

- a) nominal Service voltage, at the discretion of WDI, will be 120/240-volt 3 wire.
- b) the method and location of the Service will be established by WDI in consultation with the Customer.
- c) billing will be based on the connected wattage and the calculated hours of use.
- d) Where transformation does not exist, the Customer will pay a CIAC to offset the cost of material, labour, equipment, and sundry.
- e) the Customer will provide and install all overhead or underground Service conductors. All civil work associated with the provision for underground Service will be at the expense of the Customer.
- f) any addition and/or enhancement to the Distribution System required to connect the Service will be at the expense of the Customer.

Should the Customer install lighting control technology that changes the operating characteristics from a constant load to a variable load WDI shall require metering to be installed to measure the actual electricity consumption.

## 3.8.2 Traffic Signals

Traffic Signals shall be installed, owned, and maintained by the Town of Wasaga Beach or the Ministry of Transportation or a third party hired by the Municipality or the Ministry of Transportation. To be able to legally attach to the WDI Distribution System a Joint Use Agreement is required. New installations shall meet the OESC and pass ESA inspection. Existing Traffic Signals will be maintained as is.

The Customer will be required to ensure qualified persons are engaged to work on the Traffic Signals and that the system is maintained in a manner as to not represent a hazard to the distribution system and the public.

Proper records of the Traffic Signals shall be maintained by the Customer or their designated third party to facilitate identification of equipment, appropriate record management, and the ability to locate underground plant associated with the system. Records must be provided to WDI upon request.

Provision of electrical Service for the operation of municipal-owned Traffic Signals is subject to the following conditions:

- a) nominal Service voltage, at the discretion of WDI, will be 120/240-volt 3 wire.
- b) the method and location of the Service will be established by WDI in consultation with the Customer.
- c) billing will be based on the connected wattage and the calculated hours of use.
- d) Where transformation does not exist, the Customer will pay a CIAC to offset the cost of material, labour, equipment, and sundry.
- e) the Customer will provide and install all overhead or underground Service conductors. All civil work associated with the provision for underground Service will

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- be at the expense of the Customer.
- f) any addition and/or enhancement to the Distribution System required to connect the Service will be at the expense of the Customer.

## 3.8.3 Bus Shelters

Bus Shelters shall be installed, owned, and maintained by the Town of Wasaga Beach or the Ministry of Transportation or a third party hired by the Municipality or the Ministry of Transportation. To be able to legally attach to the WDI Distribution System a Joint Use Agreement is required. New installations shall meet the OESC and pass ESA inspection. Existing Bus Shelters will be maintained as is.

The Customer will be required to ensure qualified persons are engaged to work on the Bus Shelters and that the system is maintained in a manner as to not represent a hazard to the distribution system and the public.

Proper records of the Bus Shelters shall be maintained by the Customer or their designated third party to facilitate identification of equipment, appropriate record management, and the ability to locate underground plant associated with the system. Records must be provided to WDI upon request.

Provision of electrical Service for the operation of municipal-owned Bus Shelters is subject to the following conditions:

- a) nominal Service voltage, at the discretion of WDI, will be 120/240-volt 3 wire.
- b) the method and location of the Service will be established by WDI in consultation with the Customer.
- c) billing will be based on the connected wattage and the calculated hours of use.
- d) Where transformation does not exist, the Customer will pay a CIAC to offset the cost of material, labour, equipment, and sundry.
- e) the Customer will provide and install all overhead or underground Service conductors. All civil work associated with the provision for underground Service will be at the expense of the Customer.
- f) any addition and/or enhancement to the Distribution System required to connect the Service will be at the expense of the Customer.

Should the Customer install lighting control technology that changes the operating characteristics from a constant load to a variable load WDI shall require metering to be installed to measure the actual electricity consumption.

## 3.8.4 Unmetered Connections – WDI Obligations

For any changes related to cost allocation studies, load profile studies or other rate-related materials that may materially impact unmetered load Customers, WDI will communicate with all unmetered load Customers in a timely fashion via the email address on file for the account(s). This communication will provide a summary of the proposed changes and impacts, with instructions on how to provide feedback or become engaged, if the Customer desires to do so. In addition, WDI shall:

- a) Provide a Service layout for each unmetered Service location that identifies the Supply Point and prescribes any WDI standards and conditions.
- b) Make new unmetered Service connections within five (5) business days of meeting all WDI's connection conditions.
- c) Provide reasonable notice to the unmetered Customer should the Supply Point require

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- relocation.
- d) Ensure that unmetered Service billing information accurately reflects calculated electrical consumption by unit, quantity, load profile and demand. Devices of the same class by type or load, where possible, can be grouped together and assigned the same billing determinants.

If the unmetered load requirements are variable or unmetered loads are subject to metering WDI will:

- a) require that a meter be installed, in accordance with [Section 2.3.7](#), or, alternatively,
- b) initiate a Customer-specific cost allocation study, for which the cost will be borne by the Customer.

## 3.8.5 Unmetered Connections - Customer Obligations

Working with each entity that has unmetered connections, WDI will determine a process to ensure that changes to the locations, quantities and/or electrical characteristics of such connections are communicated promptly to WDI and that any subsequent changes to the electrical billing quantities are communicated from WDI to that Customer.

All unmetered load connection Customers must file descriptions of their load requirements, including the nature of the device and the associated amperage, prior to installation. If the device is replaced, changed, or modified, the Customer is to notify WDI thirty (30) business days prior to the change occurring. WDI accepts no responsibility for billing discrepancies that may arise from any lack of such notification. If WDI discovers that one or more such connections were created or modified without notification, WDI reserves the right to apply retroactive billing, dating back to the time when such notifications should have taken place. In addition, the Customer shall:

- a) Comply with WDI's requirements for new connections. Unmetered Customers cannot use power from WDI's Distribution system without written consent from WDI.
- b) Provide WDI with the estimated load of the unmetered connected Service, as well as manufacturer's data sheets for all devices to be connected at the Service.
- c) Comply with the requirements of WDI's standards for power quality and reliability and the OESC to ensure public safety.
- d) Install, operate, and maintain secondary conductor from WDI's designated Point of Supply to the intended load.
- e) Provide timely and accurate electrical profile, power quality and usage data to WDI as outlined in these Conditions of Service.
- f) Accept energy consumption based on either 1) the maximum continuous calculated load, or 2) the results of WDI's meter analysis.
- g) Not permit any external party to connect to the unmetered Service or the unmetered secondary bus.
- h) Relocate, at the unmetered Customer's cost, the secondary conductors of an unmetered Service to another designated Supply Point at the request of WDI.
- i) Refrain from connecting generation facilities to the unmetered connection.

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## 3.9 Miscellaneous Attachments

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Owners of miscellaneous equipment wishing to attach to the Distributor's system shall make a written application for review and, where appropriate, approval by the Distributor.

Failure to obtain written authorization from the Distributor and/or enter into a Joint Use Agreement will result in the removal of the equipment and any associated plant by the Distributor at the owner's expense.

## 4 GLOSSARY OF TERMS

### 4.1 Definitions

**Alternative Bid** – the part of the work that the Customer may perform in the building of any expansion to WDI’s Distribution System as defined in the Distribution System Code and further specified by WDI.

**Apparent Power** – the total power, measured in kilovolt amperes (kVA)

**Affiliate Relationships Code** – sets out the standard and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies.

**Back Feed** – electrical energy that flows from a Customer into a Distribution System.

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

**Building that Lies Along** – means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance or easement where WDI has facilities and equipment of the appropriate voltage and capacity.

**Business Day** – means any day other than a Saturday, Sunday, or a holiday.

**Common Service Tap** – a privately owned connection asset, not located on a Public Streets and Highways or Crown Land, operating at Primary Voltage, that connects two or more Customers to the main distribution system.

**Complaint** – means an allegation by a consumer of a breach of an enforceable provision by WDI.

**Connection Fee** – is a fixed fee associated with the provision of service to recover costs not included in rates and not recovered by a Standard Connection Allowance or a Variable Connection Charge.

**Consumer** – a Customer who uses for the person’s own consumption, electricity that the person did not generate.

**Contribution in Aid of Construction (“CIAC”)** – also known as *Capital Contribution*. A monetary contribution by a Customer to WDI towards the cost of a distribution facility or system improvement that is necessary to provide electrical Service to that Customer but is beyond that provided in the Standard Connection Allowance. Payment of a CIAC does not entitle the Customer to own all or part of the asset.

**Conditions of Service** – the document developed by a distributor in accordance with Section 2.4 of the Distribution System Code that describes the operating practices and connection rules of the distributor.

**Connection** – electrical connection of the Customer’s building to the Distribution System.

**Connection Agreement** – the form of agreement used by WDI that a Customer must agree to sign prior to receiving electric distribution services and connection. This Connection Agreement may take the form of either a customized form of Connection Agreement provided by WDI or its standard Contract for Electrical Service which may be amended from time to time.



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**Contract for Electrical Service** – the standard form of contract normally used by WDI that a Customer must agree to and sign prior to receiving electric distribution services and connection.

**Customer** – a generator or consumer whose facilities are connected to or are intended to be connected to the WDI distribution system. This includes developers of residential or commercial sub-divisions.

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

**Demarcation Point** – the specific point on the electrical system where ownership and maintenance responsibility changes from one party to another. In terms of this document, this is the point where responsibility changes between WDI and the Customer. The point of separation between the Customer-owned facilities and WDI's electrical distribution facilities.

**Disconnection** – a deactivation of connection assets that results in cessation of distribution services to a Customer.

**Disconnection Ban Period** – means the period commencing at 12:00 am on November 15th in one (1) year and ending at 11:59 pm on April 30th in the following year or as otherwise defined by the OEB.

**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.

**Distributor** – one who owns or operates a Distribution System.

**Distribution System Code** – the code approved by the OEB and in effect at the relevant time, which among other things, establishes the obligations of the distributor with respect to the services and terms of service to be offered to Customers and Retailers and provides minimum technical operating standards of Distribution Systems.

**Easement** – a right to cross or otherwise use someone else's land for a specified purpose.

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

**Electricity and Gas Inspection Act** – the Electricity and Gas Inspection Act, R.S., 1985, c.E-4 as amended.

**Eligible Low-Income Customer** – a residential electricity Customer who has been qualified by a social service agency that partners with WDI, based on criteria contained in Section 1.2 of the Distribution System Code.

**Emergency** – any abnormal system condition that requires remedial action to prevent or limit loss of WDI's Distribution System or supply of electricity that could adversely affect the reliability of the electricity system.

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

**Embedded Generator** – a generator whose generation facility is not directly connected to the IESO - controlled grid, but instead is connected to a Distribution System.

**Energized** – provided with electric voltage or potential.

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**Energy** – the product of power and time, usually expressed in kilowatt-hours (kWh).

**Electrical Safety Authority** – the sole administrative authority for the purposes of administering the provisions of the Electricity Act, 1998 and the regulations made under that Act that are designated legislation under section 1.

**Family Law Act** – means the Family Law Act, R.S.O. 1990 c.F.3

**Force Majeure** – any cause which is beyond the reasonable control of and not the result of negligence or the lack of diligence of the Party claiming force majeure or its contractors or suppliers.

**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 acts generally accepted in North America.

**Generation Facility** – a facility producing renewable or non-renewable generation within the WDI service territory. Also includes battery systems utilized for load displacement.

**Independent Electricity System Operator** – the Crown corporation established under the Electricity Act, 1998 that is responsible for operating the electricity market and directing the operation of the bulk electrical system in the province of Ontario.

**Interval Meter** – a meter that measures and records electricity consumption on an hourly or sub-hourly basis.

**Late Payment Charge** – a charge applied to the outstanding balance of a Customer's bill when the total amount of the bill has not been paid by the due date.

**Load Control Device** – a device that will allow a Customer to run a small number of electrical items in his or her premises at any given time, and if the Customer exceeds the limit of the load limiter, then the device will interrupt the power until it is reset.

**Maintenance** – any inspection, testing, cleaning, torquing, adjusting, and calibrating of electrical equipment or replacement of support structures associated with the electrical system, vegetation management, but does not include electrical betterments.

**Market Rules** – the rules made under Section 32 of the Electricity Act, 1998.

**Measurement Canada** – 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). The purpose of Measurement Canada is to ensure the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity meters.

**Metering Installation** – the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, data recorders, telecommunications 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.

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**Municipal Freedom of Information and Protection of Privacy Act** – requires municipal institutions to protect the privacy of an individual's personal information existing in government records. The Act creates a privacy protection scheme, which the government must follow to protect an individual's right to privacy. The scheme includes rules regarding the collection, use, disclosure, and disposal of personal information in the custody and control of a municipal institution. The Act also gave individuals the right to access municipal government information, including most general records and records containing their own personal information, subject to very specific and limited exemptions.

**MIST Meter** – Meter Inside Settlement Timeframe - an interval meter from which data is obtained and validated within a designated settlement timeframe.

**MOST Meter** – Meter Outside Settlement Timeframe – an interval meter from which data is only available outside of the designated timeframe.

**Occupied Residential Property** – means having a residential class account with WDI while inhabited or inhabited condition.

**Ontario Energy Board** – a regulatory agency of the Ontario Government that is an independent, quasi-judicial tribunal created by the Ontario Energy Board Act.

**Ontario Electrical Safety Code** – is a code that establishes safety standards for the installation and maintenance of electrical equipment.

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

**PIPEDA** – Personal Information Protection and Electronic Documents Act - Governs how private sector organizations collect, use, and disclose personal information during commercial business. In addition, the Act contains various provisions to facilitate the use of electronic documents.

**Point of Entry** – the point at which WDI's conductors cross over from the public road allowance or an easement, to the Customer's premises.

**Point of Supply** – the Customer connection point, for both primary and secondary Services, to WDI's Distribution System. This might be located at a pedestal, hand hole, vault, pole, or pad-mounted device. The electrical supply location might be located on an adjacent property from which WDI has land access rights. With respect to an Embedded Generator, point of supply means the connection point where electricity produced by the Generator is injected into a Distribution System. In all cases, WDI shall designate the final point of supply.

**Power Factor** – the ratio between Real Power and Apparent Power and will be a value between 0 and 1 (i.e. kW/kVA).

**Primary Voltage** – a line-to-line voltage greater than 750 volts and less than or equal to 44,000 volts

**Qualified Contractor** – a contractor qualified to deal with electrical hazards in accordance with the requirements of the Occupational Health & Safety Act, (Ontario) as amended and all applicable regulations thereto including Construction Projects – O.Reg.213/91, and who is approved by WDI.

**Reactive Power** – the power component which does not produce work but is necessary to allow some equipment to operate and is measured in kilovolt amperes reactive (kVAR).

**Real Power** – the power component required to perform real work and is measured in kilowatts (kW).

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**Retailer** – a person who retails electricity to Consumers who do not take Standard Supply Service (SSS) and is licensed by the OEB.

**Right-of-way** – the right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

**Retail Settlement Code** – sets the minimum obligations that a distributor and Retailer must meet in determining the financial settlement costs of electricity Retailers and Consumers in facilitating service transaction requests where a competitive Retailer provides service to a Consumer.

**Secondary Voltage** – a line-to-line voltage less than or equal to 750 volts.

**Service** – the conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

**Standard Supply Service Code** – sets out the rules that govern the conduct of Ontario electricity distributors in the provision of electricity to Customers connected to their Distribution System.

**Standard Connection Allowance** – a standard allowance for basic connection and includes at a minimum supply and installation of an overhead distribution transformation capacity, as defined by WDI from time to time, or equivalent credit and an allowance for up to thirty (30) meters of overhead conductor. The Standard Connection Allowance shall be recovered through tariffs or rates.

**Standard Supply Service** – means the way a distributor must fulfill its obligation to sell electricity under Section 29 of the Electricity Act, 1998, or to give effect to rates determined by the OEB under Section 79.16 of the Act as set out in the Standard Supply Service Code.

**Standard Supply Service Customer** – means a person to whom a distributor provides Standard Supply Service.

**Standard Voltage** – means a voltage that is available from WDI, as specified in [Section 2.3.4.1](#)

**Temporary Service** – electrical Service provided by WDI that is not connected to a permanent Customer premise and therefore does not allow installation and commissioning cost recovery through rates.

**Transmission System Code** – sets out the transmitter's obligations with respect to Customers, including performance standards, technical requirements and expansions and connections.

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

**Variable Connection Charge** – calculated cost associated with the installation of assets above and beyond the standard connection allowance for basic connection.

**Work That is not Subject to Alternative Bid** – the part of the work that only WDI may perform in the building of any expansion to WDI's Distribution System as defined in the Distribution System Code and further specified by WDI.

**Wholesale Market Participant** – a person that sells or purchases electricity or ancillary services through the IESO-administered markets.

## 4.2 Acronyms

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**WDI** – Wasaga Distribution Inc.

**AODA** – Accessibility for Ontarians with Disabilities Act

**ARC** – Affiliate Relationships Code

**CASL** – Canada’s Anti-Spam Law

**CIAC** – Contribution in Aid of Construction

**DSC** – Distribution System Code

**DPA** – Data Protection Act

**ESA** – Electrical Safety Authority

**IESO** – Independent Electricity System Operator

**MFIPPA** – Municipal Freedom of Information and Protection of Privacy Act

**MIST** – Meter Inside Settlement Timeframe

**MOST** – Meter Outside Settlement Timeframe

**NAICS** – North American Industry Classification System

**OEB** – Ontario Energy Board

**OESC** – The Ontario Electrical Safety Code

**PIPEDA** – Personal Information Protection and Electronic Documents Act

**RSC** – Retail Settlement Code

**SSSC** – Standard Supply Service Code

**TSC** – Transmission System Code

## 5 APPENDICES

### 5.1 Security Deposit Policy

#### Background

WDI is a licensed distributor and is regulated by the OEB. In addition to charging approved distribution rates, WDI must in accordance with regulation, purchase, and pass-through charges from the IESO. To manage the non-payment risk costs, WDI, as permitted by law, assesses, charges, and manages deposits to new and existing Customers. WDI is required to adhere to the most recent regulations and Retail Settlement Code related to security deposits which may supersede information provided in this edition of the Conditions of Service.

WDI will not discriminate against Customers with similar risk profiles when assessing security deposits, except where expressly permitted in the Retail Settlement Code or Legislation.

#### Types and Forms

The form of payment of a security deposit for a WDI Customer shall be money order, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46 at the discretion of the Customer. WDI, at its discretion, may also accept other forms of security, such as surety bonds and third-party guarantees. WDI shall permit the Customer to provide a security deposit in equal installments paid over a maximum of four (4) months. A Customer may, at their discretion, choose to pay the security deposit over a shorter period.

If a security deposit is to be paid on behalf of the Customer by a third party, both the third party and the Customer must complete a Third-Party Form provided by WDI Customer Service.

#### Requirement to Pay

WDI requires all deposits for new Customers to be paid in full prior to connection of the Service, or at least 25% of the deposit when paid through installments. Should a deposit remain unpaid, the normal collection process outlined in WDI's Conditions of Service will proceed. Unpaid amounts may result in service interruption for non-payment.

#### Maximum Deposit and Calculation

The maximum amount of a security deposit, which WDI will require a Customer to pay, shall be calculated in the following manner:

$2.4 \times (\text{Monthly Cycle Billing Factor}) \times \text{Estimated Bill}$

#### Estimated Bill Calculation

The estimated bill will be based on the location's average monthly load with WDI, during the most recent twelve (12) consecutive months, within the past two (2) years. Where relevant usage information is not available for the location for twelve (12) consecutive months, within the past two (2) years, or where WDI does not have the past information for making the above calculation, the Customer's average billing amount shall be based on a reasonable estimate made by WDI. Where a Customer has a payment history which discloses more than one (1) disconnection notice in a relevant 12-month period, WDI will use that Customer's highest actual or estimated billing amount for the most recent twelve (12)

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consecutive months, within the past two (2) years, for the purposes of making the calculation of the maximum amount of security deposit.

## **Billing Cycle Factors**

Monthly Cycle Billing Factor - 2.5

Customers may not deduct the amount of the deposit from their bills; deposits are not a prepayment for monthly billing.

## **Allowable Deposit Reductions**

Deposit requirements may be waived if the Customer has a good payment history with WDI of 1 year, in the case of a residential or seasonal Customer, three (3) years in the case of a Customer in a General Service <50 kW demand rate class, or seven (7) years in the case General Service >50kW, Large User A and Large User B rate classes. The time period that makes up the good payment history must be the most recent period of time and some of the time period must have occurred in the previous twenty-four (24) months.

For greater certainty, the following Customers shall be deemed to be Residential Customers for the purposes of these security deposit provisions:

- a) seasonal Customer.
- b) farms with a dwelling that is occupied at least eight (8) months per year where the Customer has <50kW demand; and
- c) A Customer that is a corporation within the meaning of the Condominium Act, 1998 who has an account with WDI that:
  - i. relates to a property defined in the Condominium Act, 1998 and comprised predominantly of units that are used for residential purposes; and
  - ii. relates to more than one (1) unit in the property,
  - iii. shall be deemed to be a Residential Customer provided that the Customer has filed with the distributor a declaration in a form approved by the Board attesting to the

Customer's status as a corporation within the meaning of the Condominium Act, 1998.

For newly connected Residential or GS<50 KW Customers, Customers with no established WDI payment history; WDI will accept a letter from another electricity distributor or gas distributor in Ontario confirming the period of time the Customer has had good payment history as described below.

A Customer is deemed to have a good payment history unless, during the relevant time period set out in the first paragraph of this Section, the Customer has received more than one (1) disconnection notice from the distributor, more than one (1) cheque given to the distributor by the Customer has been returned for insufficient funds, more than one (1) preauthorized payment to the distributor has been returned for insufficient funds, or a disconnect / collect trip has occurred. If any of the preceding events occur due to an error by WDI, the Customer's good payment history shall not be affected.

Where a GS >50kW, Large User A or Large User B Customer rate class has a credit rating from a recognized credit rating agency (provided by the Customer), the maximum amount of a security deposit which the distributor may require the non-residential Customer to pay shall be reduced in accordance with the following table:



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

WDI may at its own discretion reduce the amount of security deposit required for any reason.

## **Deposit Interest Rates, Calculation and Payment**

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by the distributor. The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly. The interest accrued shall be paid out at least once every twelve (12) months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the Customer or otherwise.

## **Deposit Review Process**

WDI will review every Customer's security deposit at least once in a calendar year. This will determine:

- a) whether the entire amount of the security deposit is to be returned to the Customer, if the Customer has progressed to a position that it would be exempt from paying a security deposit, or
- b) whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

During this review if WDI determines that the maximum amount of the security deposit is to be adjusted upward, WDI may require the Customer to pay this additional amount at the same time as that Customer's next regular bill comes due.

A distributor shall respond promptly to a Customer who, no earlier than twelve (12) months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that the distributor undertake a review to determine:

- a) whether the entire amount of the security deposit is to be returned to the Customer, as the Customer is now in a position that it would be exempt from paying a security deposit, or
- b) whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

## **Deposit Refunds**

Where WDI determines in conducting a deposit review that some or all the security deposit is to be returned to the Customer, WDI shall promptly return this amount to the Customer by crediting the Customer's account or otherwise. In the case of a Large User Customer in a >5000 kW demand rate class, where the Customer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, WDI is only required to return 50% of the security deposit held

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by WDI. WDI shall promptly return any security deposit received from the Customer upon closure of the Customer's account, subject to WDI's right to use the security deposit to offset other amounts owing by the Customer to WDI. The security deposit shall be returned within six (6) weeks of the closure of an account.

Customers who are signed up with a Retailer that bills Retailer consolidated, the deposit will be applied against the final bill with any additional amount returned to the Customer.

Customers who are signed up with a Retailer with the split-billing option; the deposit will be adjusted to the highest distribution charge and non-competitive bill amount of the last year.

## 5.2 Offer to Connect Methodology and Assumptions

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To achieve consistent business principles for the development of the elements of an economic evaluation model, the following parameters for a discounted cash flow ("DCF") approach will be followed by WDI. This will standardize the elements to be used in the DCF analysis as well as establish the parameters for the costs and revenues that are the inputs to that analysis.

The DCF calculation for individual projects will be based on a set of common elements and related assumptions listed below:

### 1. General

- 1.1. The WDI Economic Evaluation Model is used by WDI for cases where WDI must construct new facilities to its main Distribution System or increase the capacity of existing Distribution System facilities to be able to connect a specific Customer or group of Customers. The economic evaluation determines if the future revenue from the Customer(s) will pay for the capital cost and on-going maintenance costs of the Expansion project.
- 1.2. The WDI Conditions of Service [Section 2.1.2](#) defines when an Expansion occurs requiring an economic evaluation.
- 1.3. The methodology and assumptions are consistent with Appendix B of the DSC.
- 1.4. Key Assumptions Used in the Model:
  - 1.4.1. Customer Connection Horizon: A maximum Customer Connection horizon of five (5) years will be used. Five (5) years will be typical for most evaluations. Only Customers connected in the first five (5) years are considered in the evaluation.
  - 1.4.2. Customer Revenue Horizon: A maximum Customer revenue horizon of twenty-five (25) years will be used calculated from the in-service date of the new Customer(s).
  - 1.4.3. Revenue: Revenue per year is calculated by considering the number of Customer connections for fixed monthly charges, the average energy (monthly kWh) for kWh-based charges and the average demand consistent with the Customer Connection
  - 1.4.4. Capital Costs: The capital cost of the new facilities or capacity Expansion of existing facilities includes those costs which connect and serve new load to a specific Customer or group of Customers. Specific types of Incremental costs for Expansion are realized in the Economic Evaluation when costs are reasonably certain to have been excluded from WDI's most recently

# CONDITIONS OF SERVICE

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approved Cost of Service.

- 1.4.4.1. For expansions to the Distribution System, costs of the following elements, where applicable should be included:
  - 1) Distribution stations.
  - 2) Distribution Lines.
  - 3) Distribution transformers.
  - 4) Secondary busses.
  - 5) Services.
  - 6) Land and land rights
- 1.4.4.2. Estimate of incremental overheads related to the system Expansion.
- 1.4.4.3. For residential Customers, costs related to basic connections as per Section 3.1.4 of the DSC.
- 1.4.4.4. For non-residential Customers, distributors have the choice of including or not in their revenue requirement the costs related to residential basic Connection charges.
- 1.4.4.5. Expenses: Attributable incremental operating and maintenance expenditures associated with the addition of new Customers are included in the economic evaluation along with income, capital, and municipal property (where applicable) taxes.

## 1.5. Economic Evaluation

- 1.5.1. The economic evaluation will result in a Net Present Value over the Revenue Horizon period. If the Net Present Value over the Revenue Horizon period including the effect of taxes is positive, no Contribution in Aid of Construction will be required from the Customer. If the Net Present Value over the Revenue Horizon period including the effect of taxes is negative, a Contribution in Aid of Construction will be required from the Customer. WDI will still require the Customer to post security until, at a minimum, electricity starts to be consumed. No rebates will be made until the Customer begins to use electricity.
- 1.5.2. In some cases, load guarantees and/or other financial arrangements may be required to ensure that facilities are not constructed that are not used to the extent originally contemplated in the economic evaluation.
- 1.5.3. After the economic evaluation has been completed, WDI will make an "Offer to Connect", in accordance with [Section 2.1.2](#) of these Conditions of Service.

## 2. Residential Subdivisions

- 2.1 A residential subdivision is considered an Expansion and will require a specific economic evaluation including costs to upgrade existing plants required to service the new growth. This model includes all costs to service a development.
- 2.2 The economic model takes all costs and revenues into account and produces an amount that WDI can invest in the project. Effectively, the economic model tells WDI how much it can contribute for a given revenue stream.

- 2.3 The developer will be required to pay the Capital Contribution and Expansion Deposit if required at the time of execution of the Subdivision Connection Cost Agreement.
- 2.4 For Residential expansions, WDI will use the economic model to determine the required Capital Contribution and will require the Customer to provide an Expansion Deposit for up to 100% of the present value of the forecasted revenues.
- 2.5 Subdivisions are subject to WDI's Conditions of Service [Section 2.1.2.2](#), [Section 2.1.2.3](#), [Section 2.1.2.4](#), and [Section 2.1.2.5](#).

### **3. Industrial/Commercial Subdivisions**

- 3.1 The developer of an industrial/commercial subdivision will pay the full initial costs of providing electrical services to the subdivision. In certain instances, external costs may also be applicable. This is to ensure that WDI does not take the risk of servicing industrial subdivisions for which the timing and type of eventual load Customers is unknown. WDI will apply the economic evaluation model to each new load Customer in the industrial/commercial subdivision. The initial costs of providing electrical services to the subdivision will be included on a per usable hectare basis along with other costs to service the Customer (i.e., padmount or polemount transformer) when the economic evaluation is completed for the Customer.
- 3.2 For instance, if the Customer's lot is 1 hectare in a 25-hectare subdivision, a capital amount of 1/25<sup>th</sup> of the initial costs of providing electrical services to the subdivision will be included along with the other costs forecasted by WDI to connect the Customer. The developer of the industrial subdivision will be rebated an amount equal to the 1/25<sup>th</sup> paid by the Customer. WDI will then perform the economic calculation for the Customer based on the total cost of connecting the Customer and forecasted load for the Customer.
- 3.3 Industrial subdivisions are subject to WDI's Conditions of Service [Section 2.1.2.2](#), [Section 2.1.2.3](#), [Section 2.1.2.4](#), and [Section 2.1.2.5](#).

### **4. Padmount Transformation**

- 4.1 Where it is determined that a Customer shall be supplied using a padmounted transformer, an economic evaluation formula will be applied for each padmount transformer installation. In certain instances, external costs may also be applicable. The expected loading information supplied by the Customer will be considered. However, WDI will also assess the supplied information against the actual loading of similar existing Customers. WDI must ensure that it uses realistic load figures because it affects the revenue projections.
- 4.2 Padmounted transformers supplied to Customers are subject to WDI's Conditions of Service [Section 2.1.2.2](#), [Section 2.1.2.3](#), [Section 2.1.2.4](#), and [Section 2.1.2.5](#).

### **5. PoleMount Transformer Installations**

- 5.1 WDI will supply overhead transformation to residential customers whenever an existing transformer plant is available as part of the basic connection allowance. Any other requirements to upgrade or add transformers will be considered an Expansion.
- 5.2 The economic evaluation formula will be applied for each polemount transformer installation. In certain instances, external costs may also be applicable. The expected loading information supplied by the Customer will be considered. However, WDI will also

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- 5.3. assess the supplied information against the actual loading of similar existing Customers. WDI must ensure that it uses realistic load figures because it affects the revenue projections.
- 5.4. Polemounted transformers supplied to Customers are subject to WDI's Conditions of Service [Section 2.1.2.2](#), [Section 2.1.2.3](#), [Section 2.1.2.4](#), and [Section 2.1.2.5](#).

## 6. Methodology and Assumptions for an Offer to Connect Economic Evaluation

PV = Present Value

CCA = Capital Cost Allowance

PV of Operating Cash Flow	=	PV of Net Operating Cash (before taxes) – PV of Taxes
PV of Net Operating Cash Flow	=	PV of Net Operating Cash Discounted at the Company's discount rate for the Customer revenue horizon. Mid-year discounting is applied. Incremental after-tax weighted average cost of capital will be used in discounting.
Net (Wires) Operating Cash	=	Annual (Wires) Revenues - Annual (Wires) O&M
Annual (Wires) Revenue	=	Customer Additions * [Appropriate (Wires) Rates * Rate Determinant]
Annual (Wires) O&M	=	Customer Additions * Annual Marginal (Wires) O&M Cost / Customer
PV of Taxes	=	PV of Municipal Taxes + PV of Income Taxes (before Interest tax shield)
Annual Municipal Tax	=	Municipal Tax Rate * (Total Capital Cost)

*Note: Above is discounted, using mid-year discounting, over the Customer revenue horizon.*

PV of Capital	=	PV of Total Annual Capital Expenditures
PV of Net Operating Cash	=	Total Annual Capital Expenditures over the Customer's revenue horizon discounted to time zero
Total Annual Capital Expenditure	=	(for New Facilities and/or Reinforcement Investments + Customer Specific Capital + Overheads at the project level). This applies for implicated system elements at the utility side of the "Ownership Demarcation Line".
PV of CCA Tax Shield	=	PV of the CCA Tax Shield on [Total Annual Capital]

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The PV of the perpetual tax shield may be calculated as PV at time zero of:

=  $\frac{[(\text{Income tax Rate}) * (\text{CCA Rate}) * \text{Annual Total Capital}]}{(\text{CCA Rate} + \text{Discount Rate})}$

**OR**

Calculated annually and present valued in the PV of Taxes calculation

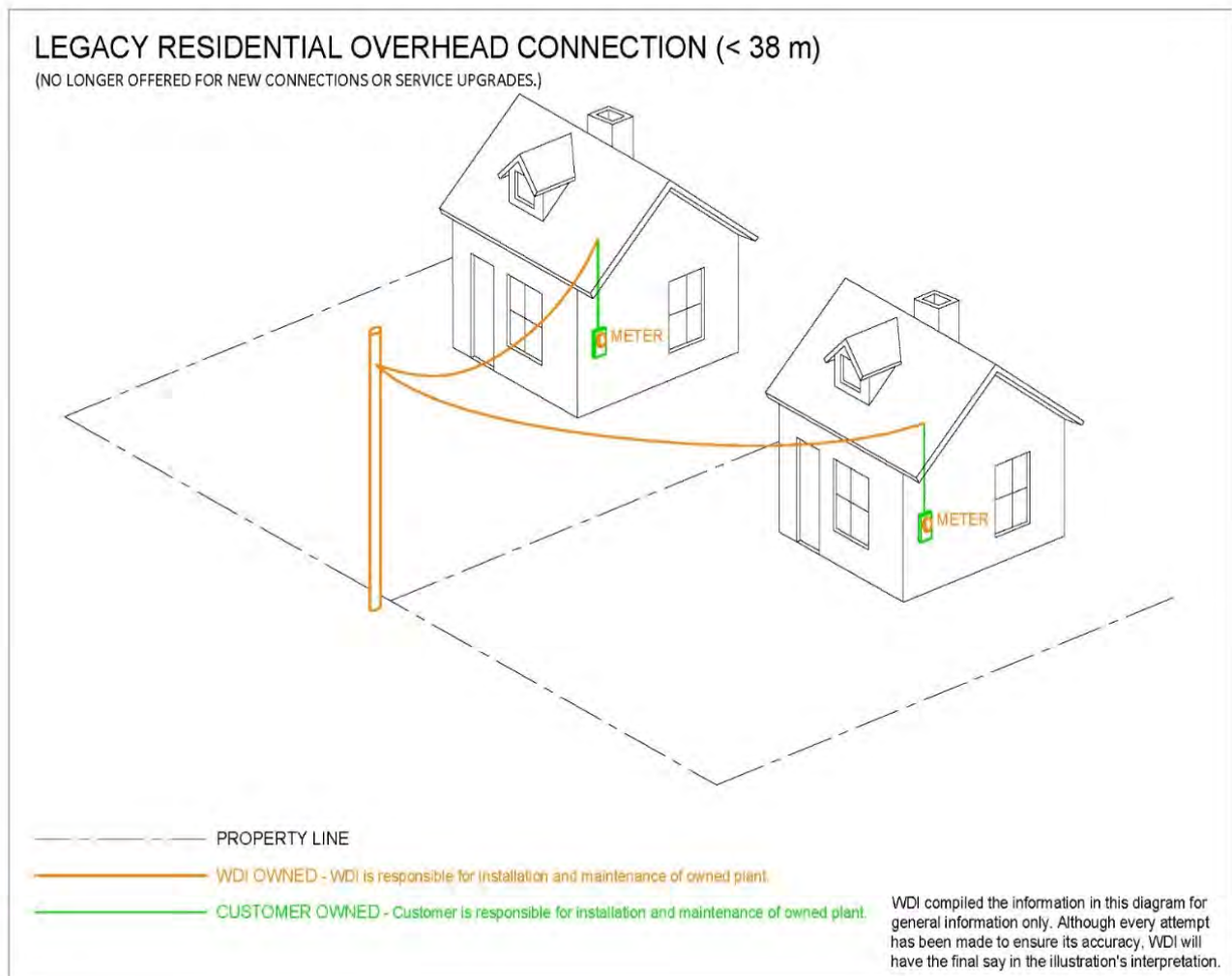
*Note: An adjustment is added to account for the ½ year CCA rule.*

Discount Rate = PV is calculated with an incremental, after-tax discount rate.



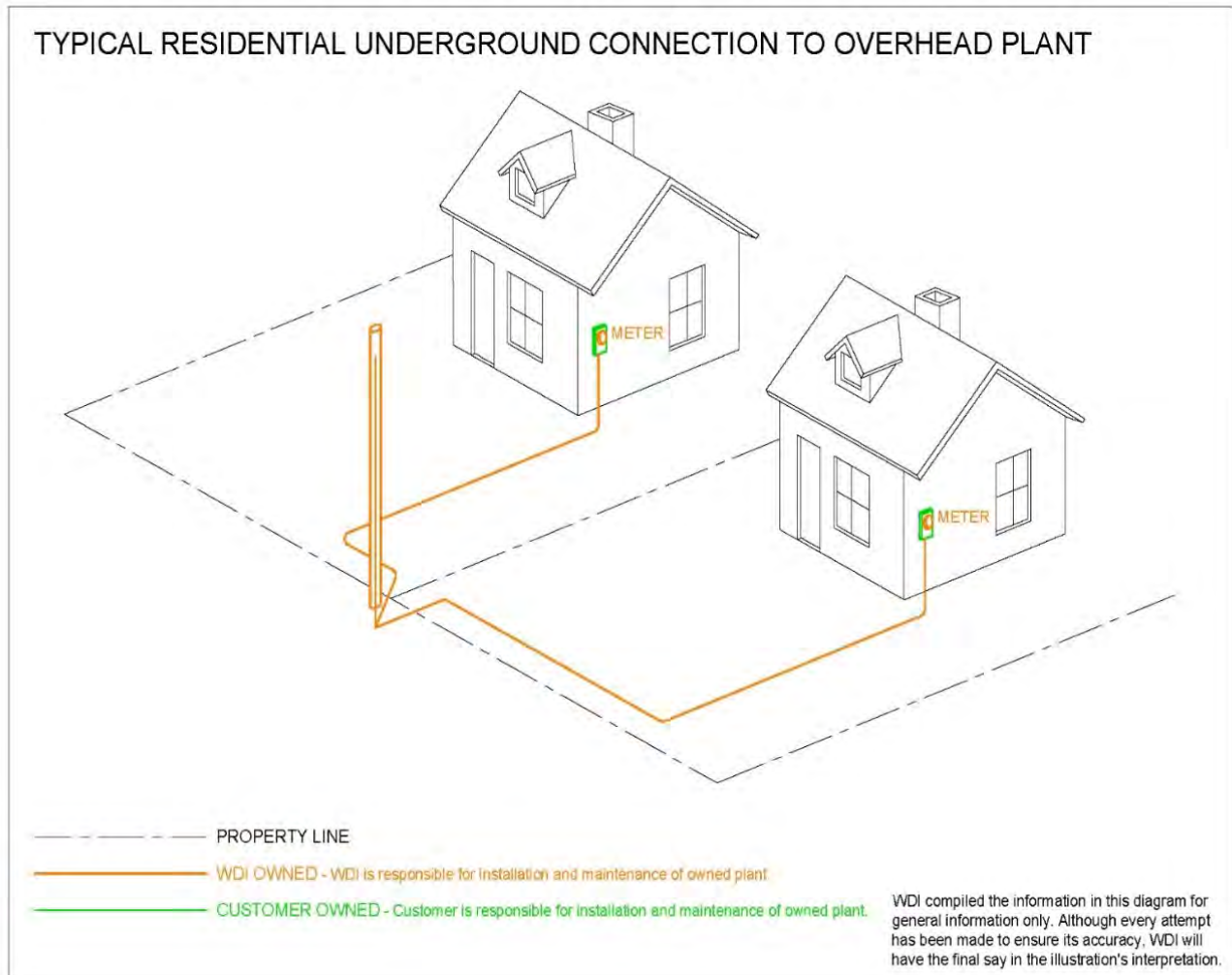
## 5.3 Demarcation Point Interpretive Drawings

### 5.3.1 EXAMPLE 1



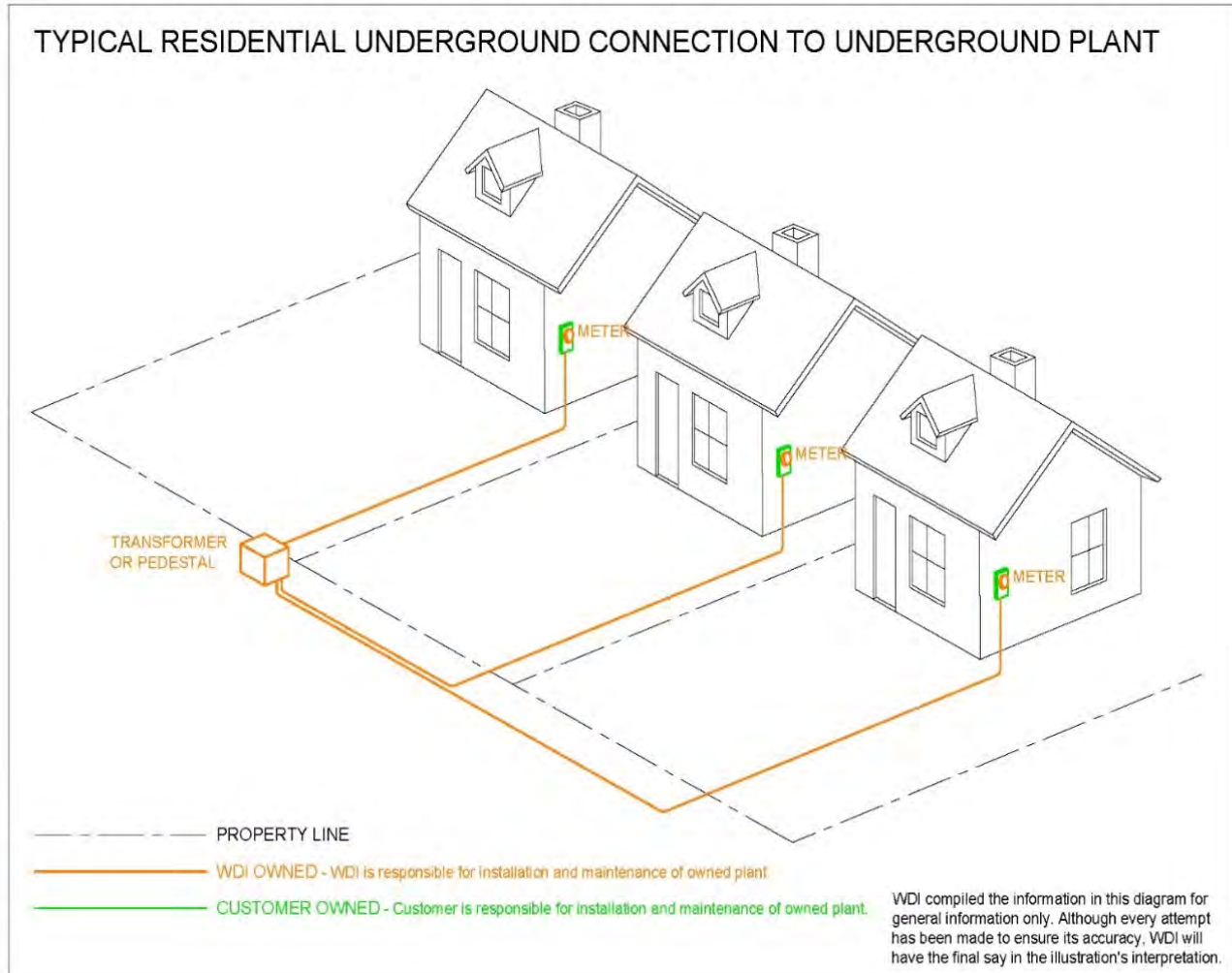
# CONDITIONS OF SERVICE

## 5.3.2 EXAMPLE 2



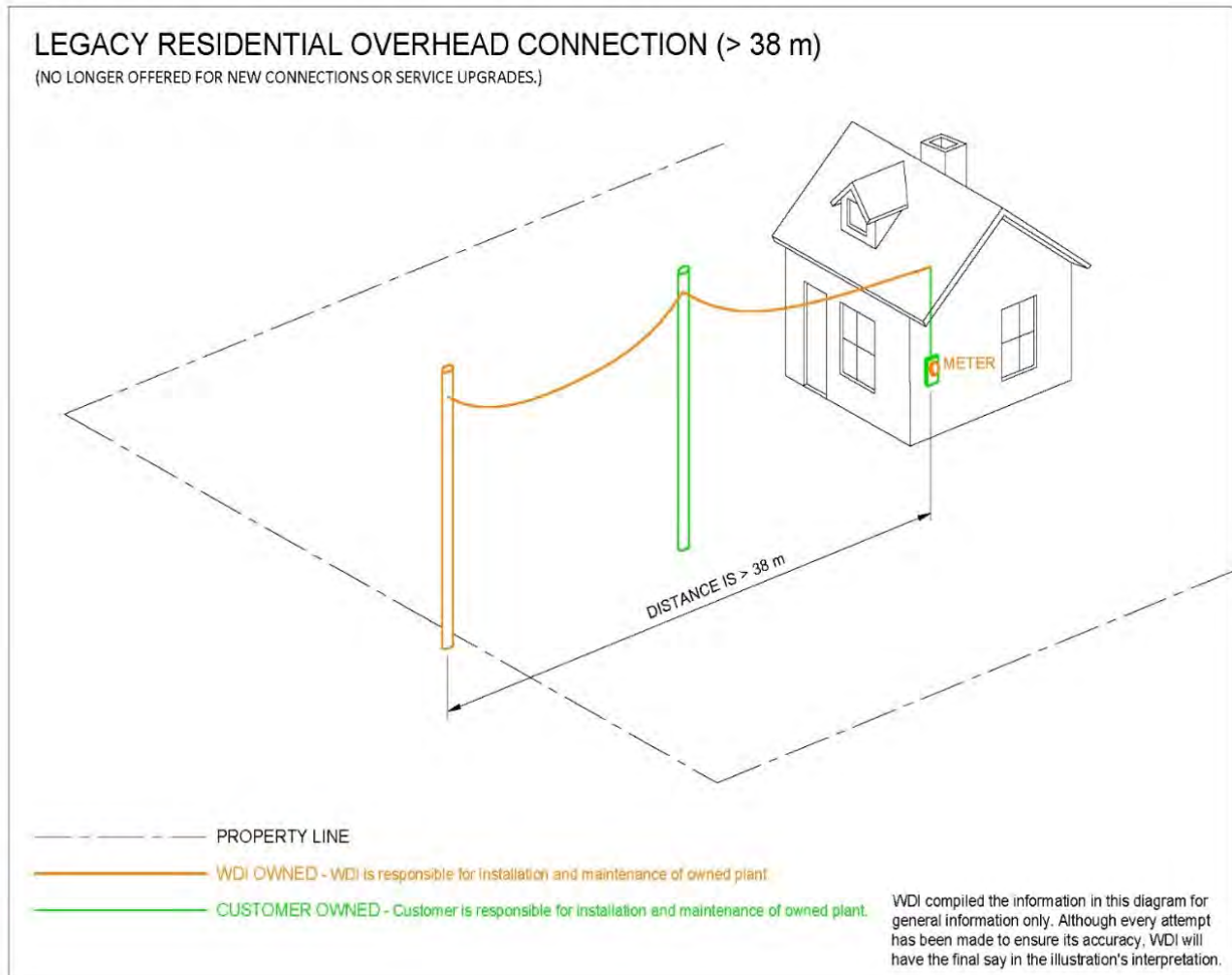
# CONDITIONS OF SERVICE

## 5.3.3 EXAMPLE 3



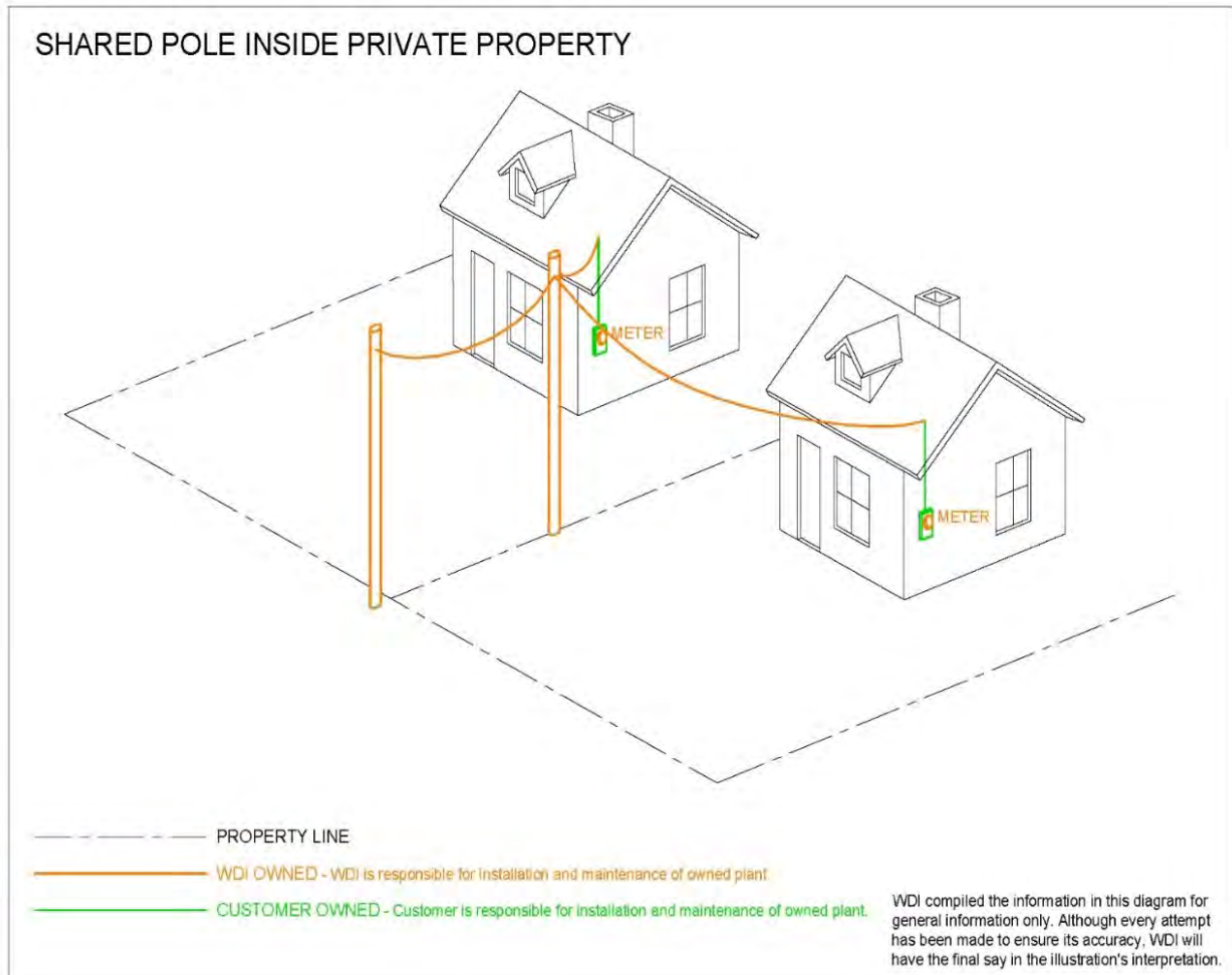
# CONDITIONS OF SERVICE

## 5.3.4 EXAMPLE 4



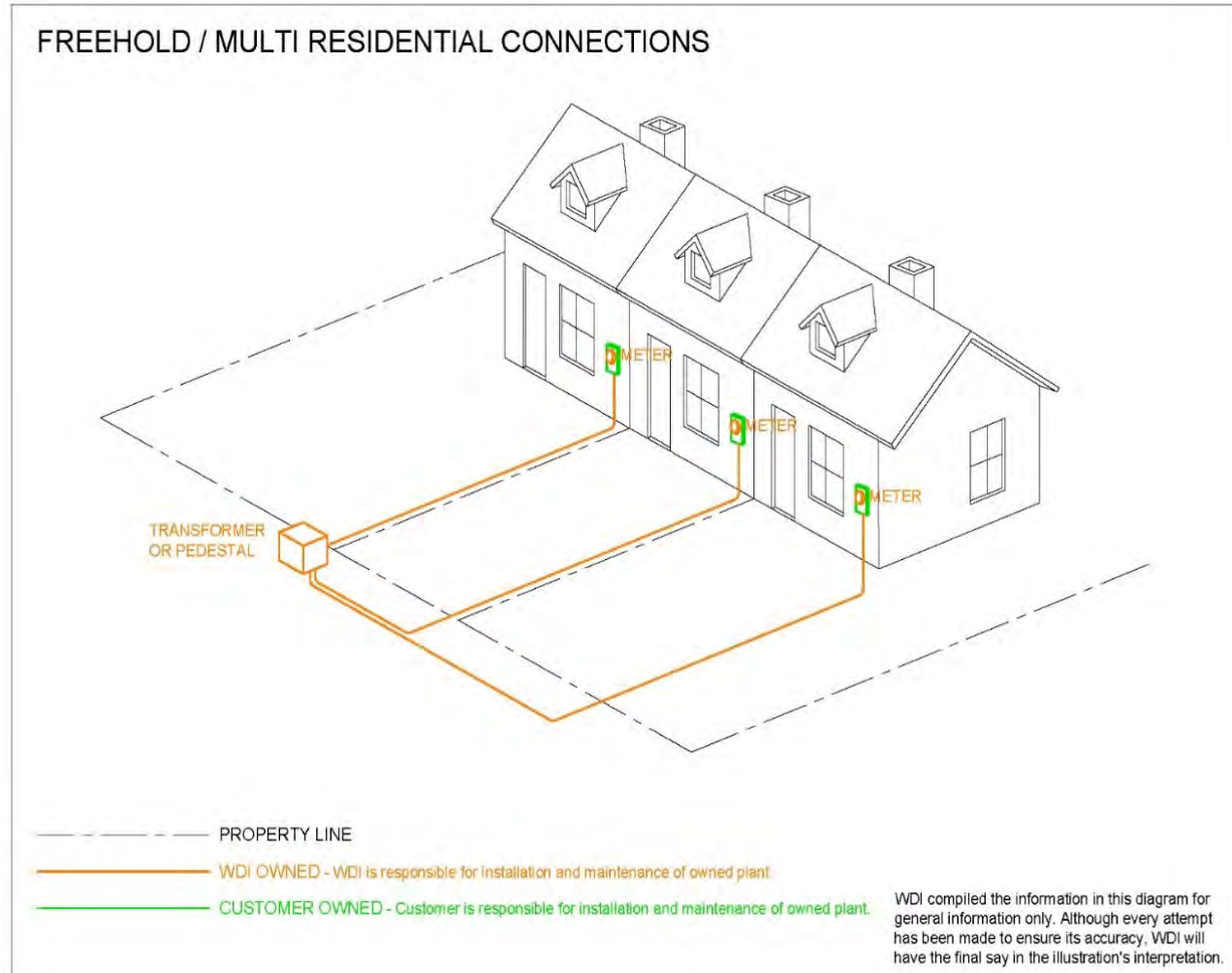
# CONDITIONS OF SERVICE

## 5.3.5 EXAMPLE 5



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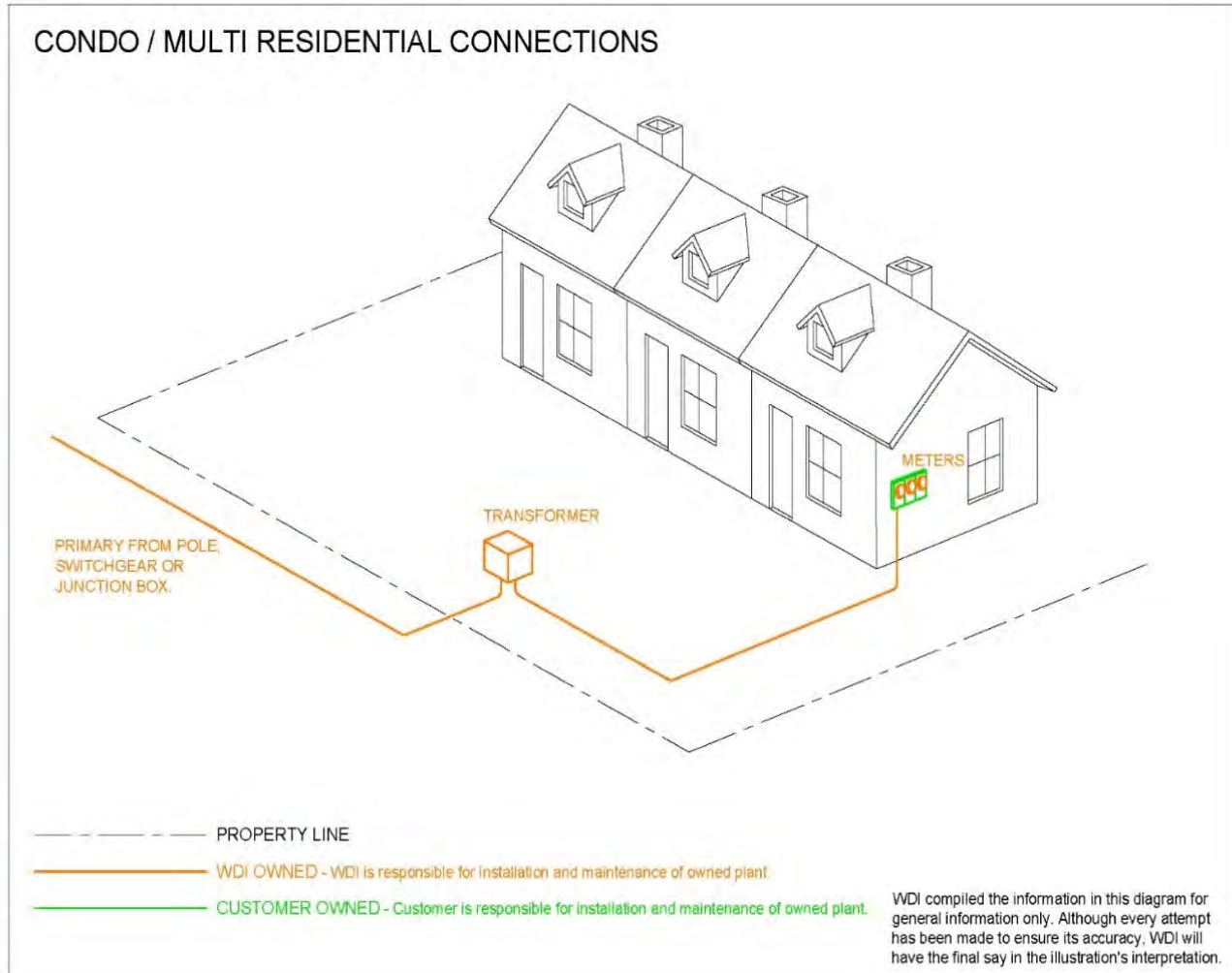
## 5.3.6 EXAMPLE 6





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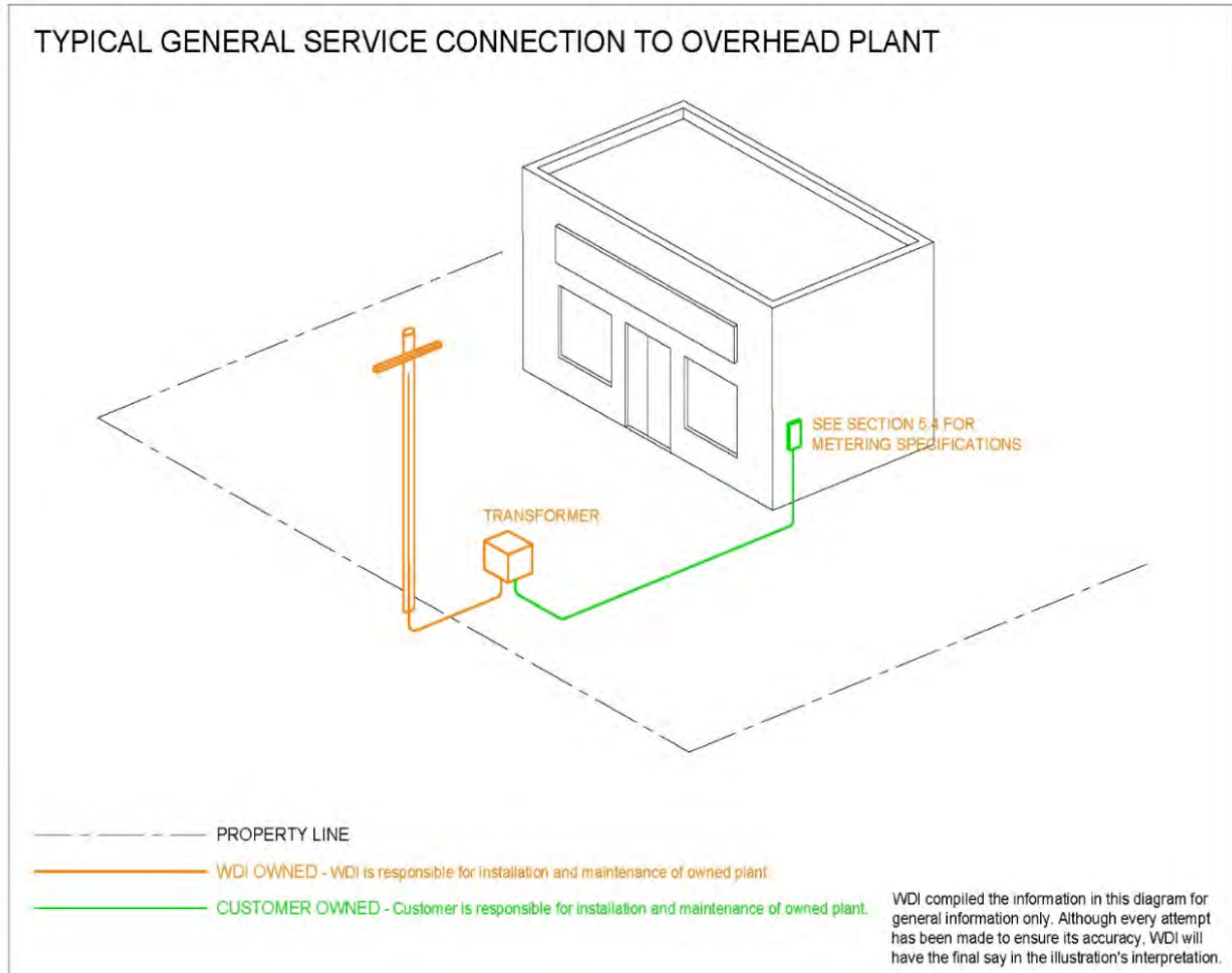
## 5.3.7 EXAMPLE 7





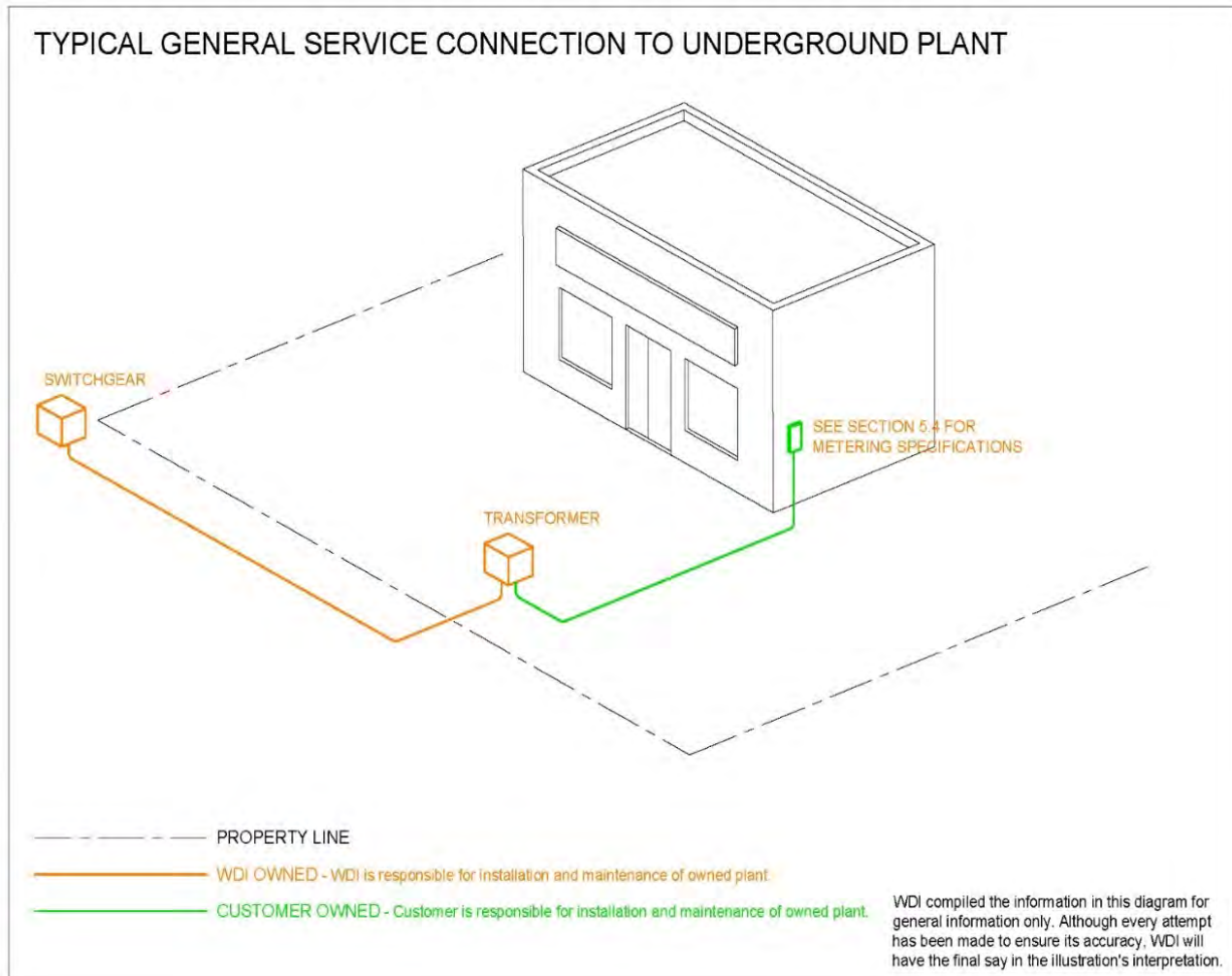
## 5.3.8 EXAMPLE 8

TYPICAL GENERAL SERVICE CONNECTION TO OVERHEAD PLANT



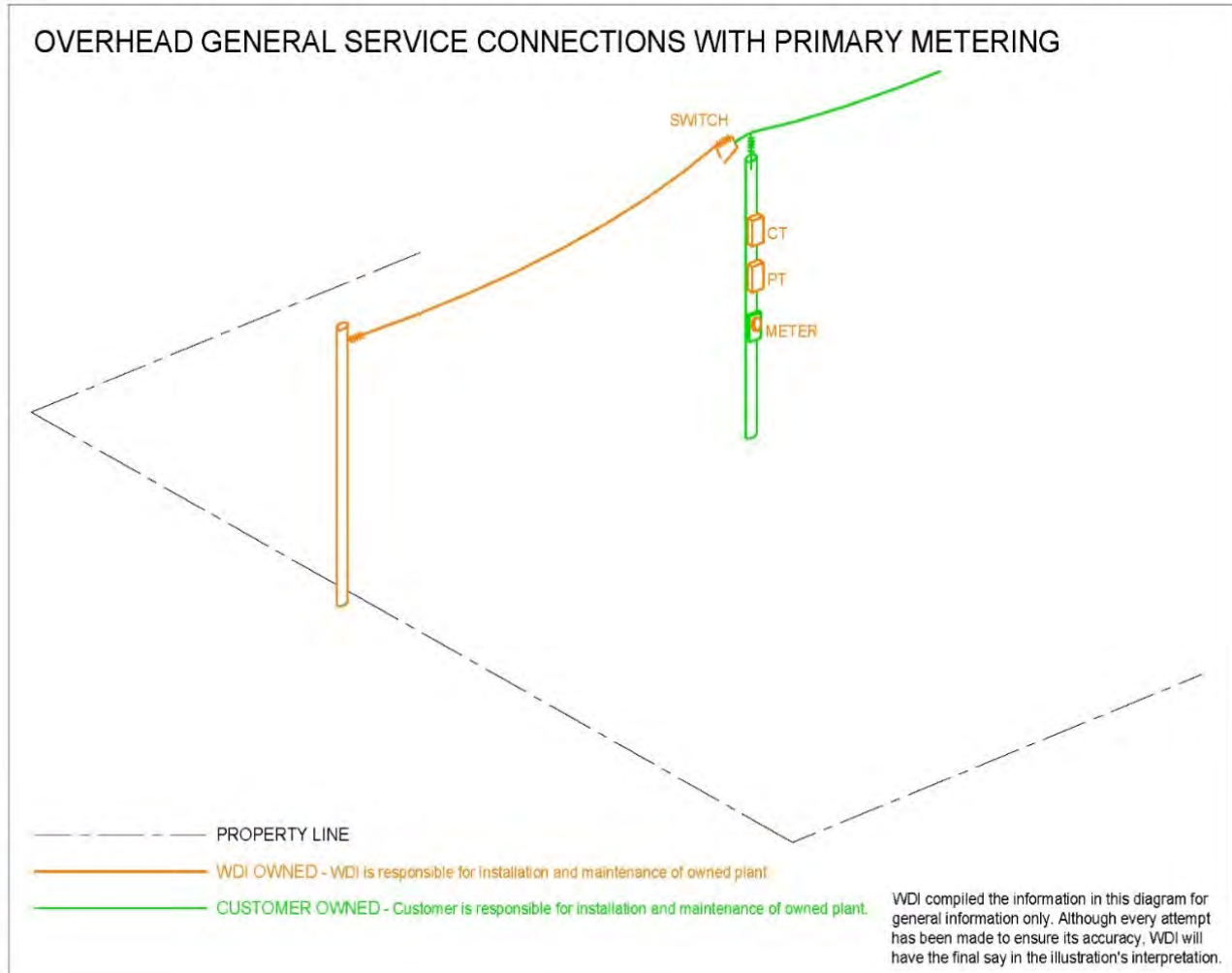
# CONDITIONS OF SERVICE

## 5.3.9 EXAMPLE 9



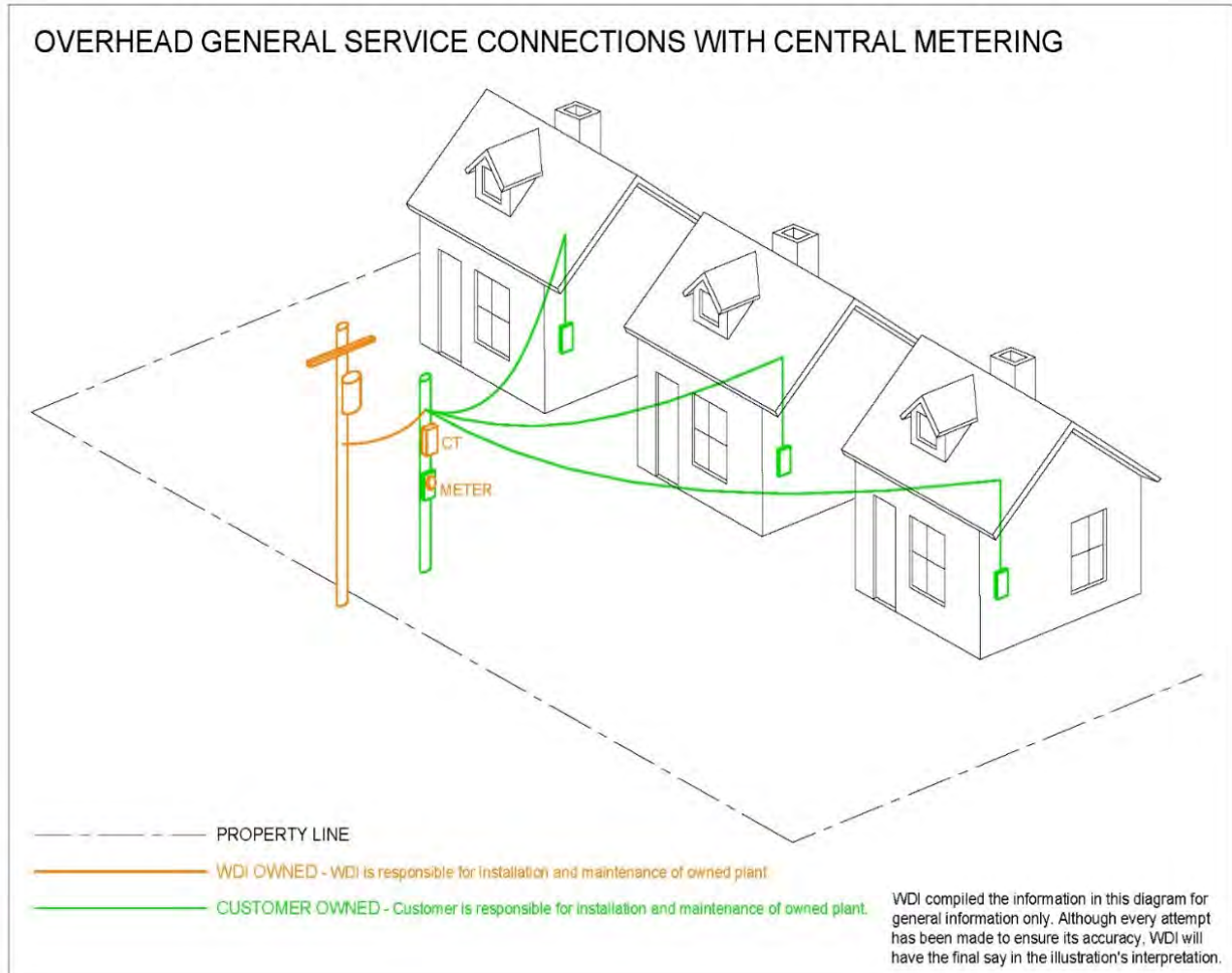
# CONDITIONS OF SERVICE

## 5.3.10 EXAMPLE 10



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## 5.3.11 EXAMPLE 11



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## 5.4 Meter Socket and Metering Cabinet Specifications

Voltage	Phases	Wires	Service Size and Details		Cabinet Sizes (W X H X D)			Meter	Meter Location	Phone Line	ASSA Lock
120/240	1	3									
			200 Amp – 4 Jaw Socket	305 (12")	432 (17")	133 (5 ¼")	Ahead of Main	Exterior	N	N	
120/208	2	3	0 - 100 Amp - 5 Jaw Socket with 5'th jaw in 9'oclock position	191 (7 ½")	235 (9 ¼")	92 (3 5/8")	After Main	Interior/ Exterior	N	N/Y	
			200 Amp - 7 Jaw Socket	305 (12")	432 (17")	133 (5 ¼")					
347/600	3	4	0 - 100 Amp - 7 Jaw Socket				After Main	Interior/ Exterior	Y >50kW	N/Y	
	3	4	200 Amp - 7 Jaw Socket	305 (12")	432 (17")	133 (5 ¼")					
120/240	1	3	201 – 400 <sup>(1)</sup>	CT/PT Cabinet <sup>(2)</sup>	915 (36")	915 (36")	305 (12")	Ahead of Main	Exterior	N	N
				Meter Socket <sup>(1)</sup>	191 (7 ½")	235 (9 ¼")	92 (3 5/8")				
120/208	3	4	201 – 800	CT/PT Cabinet <sup>(2)</sup>	915 (36")	915 (36")	305 (12")	After Main	Interior	Y >50kW	Y
			201 – 800	Meter Cabinet <sup>(3)</sup>	457 (18")	559 (22")	305 (12")				
			800+		Consult WDI						
347/600	3	4	200 – 800	CT/PT Cabinet <sup>(2)</sup>	915 (36")	915 (36")	305 (12")	After Main	Interior	Y >50kW	Y
				Meter Cabinet <sup>(3)</sup>	457 (18")	559 (22")	305 (12")				
			800+		Consult WDI						

(1) Outdoor 400A meter sockets, (Microelectric Cat #JS4A-300/5 or equivalent) are required on 1 phase 240-volt services 400 amps.

(2) Outdoor meter sockets, (Microelectric Cat #CLV-4 or equivalent) are required on 1 phase 240-volt services over 200 amps. This socket will be connected to the switchboard instrument transformer compartment or 36" X 36" X 12" cabinet (c/w removable back-plate) via a minimum 3/4" conduit.

(3) All meter cabinets shall have removable back-plates and provision for locking.

(4) Outdoor remote meter cabinets are required on 3 phase 208- and 600-volt services over 200 amps. The pad-lockable cabinets shall be waterproof with removable back-plate, and meter viewing window. This cabinet will be connected to the switchboard instrument transformer compartment via a minimum 1 1/4" conduit.

**Preferred Supplier:** Hydrel Meter Enclosure cat. #74820585., Other units to be approved by WDI.

All underground and overhead 100-200-amp services, with a self-contained meter require a 12"x17"x5 1/4" meter cabinet (Microelectric Cat #BS2M or equivalent).

For indoor installations, the minimum distance from the floor to bottom of cabinet or center of socket shall be 0.6m. The maximum distance from the floor to top or center of socket shall be 1.9m.