



# Hydro One Remote Communities Conditions of Service

# Table of Contents

	<u>PAGE</u>
<b>1.0 INTRODUCTION.....</b>	<b>4</b>
1.1 IDENTIFICATION OF DISTRIBUTOR AND SERVICE AREA .....	4
1.2 RELATED CODES AND GOVERNING LAWS .....	5
1.3 INTERPRETATIONS .....	5
1.4 AMENDMENTS AND CHANGES .....	6
1.5 CONTACT INFORMATION .....	6
1.6 CUSTOMER RIGHTS.....	7
1.7 REMOTES’ DISTRIBUTOR RIGHTS .....	7
1.7.1 Space and Access .....	7
1.7.2 Powers of Entry.....	8
1.7.3 Liability for Damage to Remotes Equipment .....	8
1.7.4 Customer’s Equipment.....	8
1.7.5 Testing Customer’s Load.....	8
1.7.6 Automatic Reclosing Facilities .....	9
1.7.7 Coming Into Force .....	9
1.7.8 Force Majeure .....	9
1.8 DISPUTES .....	10
<b>2.0 DISTRIBUTION ACTIVITIES - GENERAL .....</b>	<b>10</b>
2.0.1 Customer Supply.....	10
2.0.2 Cable Locates .....	10
2.1 CONNECTIONS .....	11
2.1.1 Building that Lies Along.....	11
2.1.1.1 Common Service Taps .....	11
2.1.1.2 Service and Supply Locations.....	12
2.1.1.3 Number of Service Entrances .....	12
2.1.1.4 Service Demarcation Points .....	12
2.1.1.5 Secondary Service.....	12
2.1.1.6 Customer Supplied Secondary Wire .....	13
2.1.1.7 Primary Service.....	13
2.1.1.8 Service Size.....	13
2.1.1.9 Transformation .....	13
2.1.1.10 Tree and Vegetation Management .....	13
2.1.2 Offer to Connect .....	14
2.1.2.1 Alternative Bids.....	15
2.1.2.2 Private Ownership of Alternate Bid Construction .....	15
2.1.3 Connection Denial .....	15
2.1.4 Inspections before Connections .....	16
2.1.5 Relocation of Plant.....	16
2.1.6 Easements .....	17
2.1.6.1 Unregistered Rights .....	17

---

2.1.6.2	Permits, Registered Easements and Owner Agreements .....	17
2.1.7	Contracts .....	18
2.1.7.1	Implied Contracts.....	18
2.1.7.2	Service Agreements for New Connections (Agreement for Service).....	18
2.1.7.3	Cancellation .....	18
2.1.7.4	Special Contracts .....	18
2.2	DISCONNECTION .....	19
2.2.1	Disconnection/Load Control Process for Reasons of Non-payment .....	20
2.2.2	Immediate Disconnection without Notice.....	21
2.2.3	Liability for Disconnection.....	21
2.2.4	Reconnection.....	22
2.2.5	Disconnection and Reconnection Related Charges .....	22
2.3	CONVEYANCE OF ELECTRICITY .....	23
2.3.1	Limitations on the Guarantee of Supply .....	23
2.3.2	Power Quality.....	23
2.3.2.1	Power Quality Inquiries .....	23
2.3.2.1	Interruption of Supply.....	24
2.3.3	Electrical Disturbances .....	24
2.3.3.1	Customer Responsibilities .....	24
2.3.3.2	Voltage and Current Harmonics .....	24
2.3.3.3	Voltage Fluctuations and Flicker .....	24
2.3.3.4	Frequency Fluctuations.....	25
2.3.3.5	Over-voltages .....	25
2.3.4	Standard Voltage Offerings .....	25
2.3.4.1	Primary Voltages .....	25
2.3.5	Voltage Guidelines.....	26
	<b>STANDARD VOLTAGES TABLE 1.....</b>	<b>26</b>
2.3.6	Back-up Generators .....	26
2.3.7	Metering.....	26
2.3.7.1	Single Phase – Secondary Metered.....	26
2.3.7.2	Three Phase – Secondary Metered.....	27
2.3.7.3	Central Metered Services .....	27
2.3.7.4	Primary Metered Services.....	27
2.3.7.5	Travel Trailer, Public and Private Camping Parks .....	28
2.3.7.6	Location of Metering .....	28
2.3.7.7	General.....	28
2.3.7.8	Current Transformer Boxes .....	28
2.3.7.9	Meter Reading.....	29
2.3.7.10	Final Meter Reading .....	29
2.3.7.11	Faulty Registration of Meters .....	30
2.3.7.12	Overbilling .....	30
2.3.7.13	Underbilling .....	30
2.3.7.14	Meter Dispute Testing.....	30
2.4	RATES AND CHARGES.....	31

---

2.4.1	Service Connection .....	31
2.4.2	Energy Supply.....	31
2.4.3	Deposits.....	31
2.4.4.	Billing.....	33
2.4.4.1	Billing Frequency.....	33
2.4.4.2	Meter Read Frequency .....	33
2.4.4.3	Use of Estimates .....	33
2.4.4.4	Budget Billing Plan.....	35
2.4.5	Payments and Overdue Account Interest Charges.....	34
2.4.5.1	Payment Options.....	34
2.4.5.2	Late Payment Charges .....	34
2.4.5.3	Allocation of Payments.....	35
2.5	CUSTOMER INFORMATION .....	35
2.5.1	Provision of Current Usage Data to Customers .....	36
<b>3.0</b>	<b>CUSTOMER CLASS SPECIFIC.....</b>	<b>35</b>
3.1	NON STANDARD 'A' RESIDENTIAL .....	36
3.1.1	Year Round Residential R2 .....	36
3.2	Non Standard 'A' General Service .....	36
3.2.1	General Service, Single Phase G1 .....	36
3.2.2	General Service, Three Phase G3 .....	36
3.3	General Service over 50 kW .....	376
3.4	Unmetered Connections.....	37
3.4	Street Lighting .....	38
3.5	Standard 'A' Service .....	37
3.5.1	Standard 'A' Residential Road/Rail.....	38
3.5.2	Standard 'A' Residential Air Access .....	38
3.5.3	Standard 'A' General Service Road Rail .....	38
3.5.4	Standard 'A' General Service Air Access.....	38
<b>4.0</b>	<b>GLOSSARY OF TERMS.....</b>	<b>38</b>

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## 1.0 INTRODUCTION

These Conditions of Service describe Hydro One Remote Communities Inc. ("Remotes") operating practices and connection policies and set out the terms and conditions upon which Remotes offers and the Customer accepts off-grid Distribution Services.

Terms contained in these Conditions of Service or in any contract for the supply of electricity by Remotes shall not prejudice or affect any rights, privileges, or powers vested in Remotes by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any Regulations thereunder.

The definition of terms used in these Conditions of Service appear in section 4.0. Capitalized expressions used in these Conditions of Service have the meaning ascribed in that section.

### 1.1 Identification of Distributor and Service Area

Remotes is an electricity distributor licenced by the Ontario Energy Board (the "Board") to Distribute electricity pursuant to Part V of the *Ontario Energy Board Act, 1998*. In accordance with its electricity Distribution Licence, Remotes owns and operates its off-grid Distribution System in the communities of

1. Armstrong.
2. Bearskin Lake.
3. Big Trout Lake.
4. Biscotasing.
5. Collins.
6. Deer Lake.
7. Fort Severn.
8. Gull Bay.
9. Hillspport.
10. Kasabonika Lake.
11. Kingfisher Lake.
12. Landsdowne House.
13. Oba.

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14. Sachigo Lake.
  15. Sandy Lake.
  16. Sultan.
  17. Wapakeka.
  18. Weagamow.
  19. Webequie.
  20. Whitesand.
  21. Marten Falls.

Remotes' service area may be changed from time to time with the approval of the Board.

## **1.2 Related Codes and Governing Laws**

Remotes and the Customer shall comply with all Applicable Laws and with the Board's Codes, including the following in order of priority:

- (a) The Affiliate Relationships Code
- (b) The Distribution System Code

If there is a conflict between these Conditions of Service and any of the above, the documents listed above shall govern in order of priority. If there is a conflict between these Conditions of Service and a Connection Agreement executed by the Customer and Remotes, the Connection Agreement shall govern. The fact that a condition, right, obligation, or other term appears in these Conditions of Service but not in any of the documents listed above or in a Connection Agreement shall not be interpreted as, or be deemed grounds for finding of, a conflict.

## **1.3 Interpretations**

In these Conditions of Service

- (a) the singular includes the plural and vice versa;
- (b) the use of one gender includes the other;
- (c) the word person includes a firm, a body corporate, an unincorporated association or an authority;

- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (e) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (f) specified periods of time refer to business days, and dates from a given day or the day of an act or event is to be calculated exclusive of that day;
- (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later and does not include weekends and public holidays in the Province of Ontario. Public Holidays means the days designated by Remotes from time to time. Until otherwise designated, the public holidays are:

New Year's Day	Labour Day
Good Friday	
Family Day	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada (Dominion) Day	
Civic Holiday (as celebrated in Metropolitan Toronto)	

### 1.4 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time to time form part of any contract between Remotes and any connected Customer or Generator, and these Conditions of Service supersede all previous Conditions of Service, oral or written, of Remotes as of the effective date of these conditions of service.

In the event of changes to these Conditions of Service, Remotes will issue a notice with the Customer's bill or issue a public notice in a local newspaper.

The Customer is responsible for contacting Remotes to obtain the current version of these Conditions of Service. Remotes may charge a reasonable fee for providing the Customer with a copy of these Conditions of Service.

### 1.5 Contact Information

For general inquiries, Remotes can be reached during normal business hours: Monday to Friday between 8:00-4:30 Eastern Standard Time.

Hydro One Remote Communities Inc.  
680 Beaverhall Place  
Thunder Bay, Ontario  
P7E 6G9

For Emergency purposes, Customers can call Remotes at:

1-888-825-8707 (24/7) or the number shown on the Customer's bill.

## **1.6 Customer Rights**

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

- (a) of Remotes in providing Distribution and electrical supply Services to the Customer;
- (b) of the Customer in being connected to its Distribution System; or
- (c) of Remotes or the Customer in meeting their respective obligations or exercising their respective rights under these Conditions of Service, their Licenses and any other Applicable Laws.

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

## **1.7 Remotes' Distributor Rights**

### **1.7.1 Space and Access**

The Customer shall provide Remotes, free of charge or rent, with a convenient and safe place for Remotes' Facilities and Equipment on the Customer's premises or approaches thereto. Remotes assumes no risk, and under no circumstances will Remotes be liable for any damages resulting from, arising out of or related to the presence of the Remotes Facilities and Equipment.

The Customer shall not allow any one other than an employee, or agent of Remotes, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect or tamper with the Remotes Facilities and Equipment on the Customer's premises.



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### **1.7.2 Powers of Entry**

In addition to Remotes' rights under Section 40 of the Electricity Act, Remotes or its agents may enter the Customer's 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 Remotes Facilities and Equipment such as sentinel lights and streetlights.

Remotes will use commercially reasonable efforts to exercise this power of entry during normal business hours. The Remotes employee or agent exercising this power of entry will identify themselves with proper identification upon request.

### **1.7.3 Liability for Damage to Remotes Equipment**

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

The Customer shall not build, or cause to build, plant or maintain any structure, tree, shrub or landscaping that would or could obstruct or endanger any Remotes Facilities and Equipment, interfere with the proper and safe operation of the Distribution System or any part thereof or affect Remotes' compliance with any Applicable Laws.

### **1.7.4 Customer's Equipment**

Where applicable, Customer Equipment shall be subject to the reasonable acceptance of Remotes and the approval of the Electrical Safety Authority. Remotes' approval of any Customer Equipment is solely for the purposes of Remotes protecting its Distribution System and the Customer is solely responsible for protecting its own property.

### **1.7.5 Testing Customer's Load**

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

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### 1.7.6 Automatic Reclosing Facilities

In order to safeguard and protect the Distribution System, Remotes installs facilities for automatic reclosing of circuit breakers (“Reclosing Facilities”), and from time to time may change the reclosing time of any such Reclosing Facilities.

The Customer shall be responsible for providing at his own expense:

- (a) adequate protective equipment for any electrical apparatus which might be adversely affected by Reclosing Facilities; and
- (b) such equipment as may be required for the proper Reconnection of any apparatus or equipment of the Customer, without adversely affecting the proper functioning of the Reclosing Facilities.

### 1.7.7 Coming Into Force

These Conditions of Service shall be effective as of May 1, 2012, unless noted otherwise. Sections 2.1 of these Conditions of Service are effective as of November 1, 2000.

### 1.7.8 Force Majeure

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

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

- (a) other than for Force Majeure Events related to acts of God, promptly notify the other party 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 practical;
- (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;
- (c) use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
- (d) keep the other party continually informed of its efforts;
- (e) other than for Force Majeure Events related to acts of God, provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event; and

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- (f) if the Force Majeure Event is a strike or a lock out of Remotes' employees, Remotes shall be entitled to discharge its obligations to notify its Customers in writing by means of placing an ad in the local newspaper.

### **1.8 Disputes**

Customer complaints that cannot be resolved by calling Remotes at 1-888-825-8707 will be escalated to the appropriate supervisor who will serve as the primary point of contact. A customer service representative will make contact with the Customer, coordinate internal complaint activities, research, investigate, and follow up (when necessary) on the complaint to ensure resolution and closure.

In the event that issues cannot be resolved between Remotes and the Customer, complaints can be escalated to a third party complaints resolution agency which has been approved by the Board. Until such time as the Board approves an independent third party dispute resolution agency, the Board will assume this role.

## **2.0 DISTRIBUTION ACTIVITIES - GENERAL**

### **2.0.1 Customer Supply**

Remotes provides 24 hour power restoration response service free of charge to all classes of customers.

Customers are allowed one full Disconnection/Reconnection per year for maintenance purposes only. Disconnection and Reconnection must be arranged several weeks in advance and will occur when crews are in the area on planned travel days.

### **2.0.2 Cable Locates**

Upon request, Remotes will locate, if able, all secondary and primary underground cables without charge if no special trip is required. If Remotes is unable to locate an underground cable, Remotes will provide a service Disconnection and Reconnection without charge if no special trip is required.

In the event that a fault and/or damage is caused by the Customer or third party, the costs of repair will be charged to the party responsible, unless the fault and/or damage resulted from an incorrect cable locate performed by Remotes. In the event that structures, pavement, or landscaping make the cable inaccessible for repair, the Customer shall provide all civil work, supports, vegetation and landscaping associated with any repair/replacement of the cable that has failed.

In the event that a fault is detected on customer owned secondary underground service cable, that equipment will be Disconnected by Remotes until repairs are

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made by the customer and Reconnection is approved by the ESA. All costs associated with the Disconnection and Reconnection shall be the responsibility of the customer.

### **2.1 Connections**

#### **2.1.1 Building that Lies Along**

Remotes charges new or existing Customers the Actual Cost of the connection. These costs may include, but are not limited to, the following:

- (a) supply and installation of standard overhead transformation which includes secondary bus extensions or installations complete with conductor, and, anchoring;
- (b) supply and installation of standard metering;
- (c) an estimate and layout for the new service;
- (d) connection of the Secondary or Primary Service at described Demarcation Points;
- (e) primary and secondary wire.

Where applicable, Customers will also be responsible for:

- (a) the supply of tree and vegetation management on a Customer's property;
- (b) the easements or property agreements as required by Remotes; and
- (c) a service upgrade charge, if a system expansion is triggered by a new connection
- (d) the cost of any changes to the distribution system triggered by the connection, including staking and design.

##### **2.1.1.1 Common Service Taps**

A Customer shall provide, at its own expense, a secondary or primary pole or an underground primary voltage line ("Customer Supplied Facilities"), where required for compliance with the Electrical Safety Code. Remotes will not supply two neighbouring Customers from the same Customer Supplied Facilities unless all of the following conditions are met:

- (a) the Customers and Remotes agree on the location of the portion of the Customer's built line to be owned by Remotes ("Common Line");
- (b) the Common Line is located on property owned by one or both of the neighbouring Customers;
- (e) the Common Line will be built by the Customers which will be owned by Remotes, and will be built to Remotes' Distribution Standards; and
- (f) the Common Line is transferred with easements and tree clearing rights to Remotes for a nominal fee.

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If all the above conditions cannot be met, and then each Customer will be required to supply, install, and own a separate line on their respective properties.

### **2.1.1.2 Service and Supply Locations**

Remotes reserves the right to determine the service supply and connection locations. The Customer shall obtain Remotes' approval prior to the construction of electrical facilities.

### **2.1.1.3 Number of Service Entrances**

Normally Remotes only permits one service entrance per property. Where it is not technically or financially feasible to have one service entrance, Remotes will connect additional service entrances on the same property.

Remotes will provide Customers with the option of having a Central Metered Service or a Primary Metered Service to combine the multiple service entrances.

### **2.1.1.4 Service Demarcation Points**

Connections to the Distribution System are either Secondary Service connections or Primary Service connections.

### **2.1.1.5 Secondary Service**

Secondary Service can be supplied when the Customers can be served directly from the Distribution System via a connection to the low-voltage side of the Distribution transformation.

For Secondary Service owned and maintained by Remotes, the Demarcation Point is:

- (a) the top of the Customer's service entrance stack for overhead connections;
- (b) the secondary transformer lugs or the bus connectors for underground connections; and
- (c) the metering point for a central-metered service.

Maintenance of the portion of the Secondary Service owned by Remotes includes repair and like-for-like replacement of a wire or cable that has failed irreparably. The Customer is responsible for all civil work, supports, vegetation and landscaping associated with any such repair or replacement of the portion of Secondary Service owned by Remotes.

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For Secondary Services wholly owned and maintained by the Customer, the Demarcation Point is the secondary connection at the transformer lugs or the service bus connectors.

### **2.1.1.6 Customer Supplied Secondary Wire**

The Customer shall install, own, and maintain the secondary conductor under any of the following conditions:

- (a) service is underground;
- (b) service size is greater than 400 amp.

### **2.1.1.7 Primary Service**

The Demarcation Point is the primary live line clamp or line switch installed at Remotes' Distribution line or pole near the Customer's property line.

### **2.1.1.8 Service Size**

Restrictions on the size of Secondary Service are as follows:

- (a) Remotes shall review all Single Phase connections greater than 200 amps;
- (b) Remotes shall review all Three Phase service connections of 400 amps or greater for system reliability and power quality impacts;
- (c) to ensure system reliability it may be necessary to restrict service size below these levels.

### **2.1.1.9 Transformation**

The maximum overhead transformer sizes for standard secondary voltages are:

- (a) for a Single Phase overhead Standard Customer connection: 75 kVA;
- (b) for a Three Phase Standard Customer connection: 3 x 100 kVA.

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

### **2.1.1.10 Tree and Vegetation Management**

Customers are responsible for all initial and continuing tree trimming, tree and brush removal for all Secondary Services and Primary Services on a Customer's property. Clearances will conform to the Electrical Safety Code.

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For Distribution lines built by the Customer, and where ownership is to be transferred to Remotes upon connection, the clearances will conform to distribution standards.

### 2.1.2 Offer to Connect

- (a) Remotes will respond to requests for connection within the following timeframes:
  - i. by no later than 5 calendar days from receipt of the request. The response will specify any necessary information to be provided in order for Remotes to process the request.
  - ii. An offer to connect will be made by no later than 30 calendar days following receipt of all necessary information, if all obligations have been met.
- (b) At a minimum, the Offer to Connect will contain:
  - i. a description of material and labour required to build the Expansion to connect the Customer;
  - ii. an estimated cost of Connection that would be revised based upon the actual costs incurred. The estimate will delineate costs attributed to engineering design, materials, labour, equipment, capacity charges (if applicable), administrative activities, and any outstanding energy and non-energy arrears;
  - iii. an estimated cost of Expansion if applicable that would be revised based upon the actual costs incurred. The estimate will delineate costs attributed to engineering design, materials, labour, equipment, capacity charges (if applicable), administrative activities, and any outstanding energy and non-energy arrears;
  - iv. identification of work for which the Customer may seek alternative bids;
  - v. terms and conditions for payments and deposits required;
  - vi. identification and payment of outstanding energy and non-energy arrears if applicable;
  - vii. Electrical Safety Authority authorization requirements;
  - viii. Capacity or system restrictions if applicable; and
  - ix. any additional information pertinent to the offer may be included.
- (c) Payment for connections

The customer is responsible for all connection costs.

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### 2.1.2.1 Alternative Bids

Customers may seek alternative bids for connection and Expansion facilities from qualified contractors if the construction work will not involve work on existing circuits.

The Customer shall be responsible for:

- (a) selecting, hiring, and paying the selected contractor costs for the work eligible for the alternative bid and assuming full responsibility for the construction of that aspect of the Expansion project;
- (b) administering the contract or paying Remotes to perform this service. Administering the contract includes acquisition of all required permissions, permits, and property rights as required;
- (c) constructing to meet Remotes' design requirements;
- (d) paying an inspection/commissioning fee for Remotes to inspect and commission the construction;
- (e) paying the cost of easements or property agreements as required by Remotes;
- (f) transferring ownership of the facilities built on public property or reserve land or servicing more than one Customer to Remotes for a nominal fee prior to connection; and
- (g) paying costs for any additional design, engineering, and inspection/commissioning trips.

Remotes shall:

- (a) provide the design specifications for the construction; and
- (b) inspect and authorize the line for connection.

### 2.1.2.2 Private Ownership of Alternate Bid Construction

Normally, as a condition of connection, a line is transferred to Remotes' ownership. However, the Customer may own the Expansion if all of the following conditions are met:

- (a) the portion of line to be constructed is for the sole benefit of one Customer; and
- (b) the line to be constructed is located on Private Property or unorganized land.

### 2.1.3 Connection Denial

Remotes may deny connection to any Connection Applicant for any of the following reasons:



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- (a) refusal by the Connection Applicant to sign any agreements required to be executed by the Customer under these Conditions of Service;
  - (b) the connection will represent a contravention of the laws of Canada or the Province of Ontario;
  - (c) the connection will cause Remotes to be in violation of the conditions in Remotes' Distribution or Generation Licence;
  - (d) the connection will have an adverse effect on the reliability or the safety of the Generation/Distribution System;
  - (f) The connection will cause a material decrease in the efficiency of the Generation/Distribution System;
  - (g) the connection will have a material adverse effect on the quality of the Generation/Distribution service received by an existing Customer. Such affect on quality could be among other things, voltage flicker, harmonics or power outages
  - (h) the Connection Applicant is currently in arrears for Distribution Services, electricity supplied, or other services provided by Remotes;
  - (i) the connection is not in compliance with these Conditions of Service;
  - (j) the connection does not meet Remotes' design requirements;
  - (k) the connection will impose an unsafe situation to workers or the public beyond the normal risks inherent in the operation of the Distribution System;
  - (l) the connection will result in the inability of Remotes to perform planned inspections or maintenance;
  - (m)by order of the Electrical Safety Authority;
  - (n) the premises being connected are the subject of a stop work order under the Building Code Act ("Ontario");
  - (o) the connection will increase load beyond the capacity of the generation in service.

Remotes shall notify the Connection Applicant of the connection denial with reasons in writing. Remedies will be suggested to the Connection Applicant where Remotes is able. If it is not possible for Remotes to resolve the issue, it is the responsibility of the Connection Applicant to do so before a connection will be made.

### **2.1.4 Inspections before Connections**

Remotes will not connect a Customer until the Customer has obtained the approval of the Electrical Safety Authority for all Customer owned electrical facilities.

### **2.1.5 Relocation of Plant**

In the absence of existing agreements or legislation, Remotes is not obligated to relocate plant. Remotes may charge any person requesting a plant relocation all costs incurred by Remotes in relocating such plant, unless there is applicable

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legislation setting the costs, or the cost of any plant relocation are addressed in any agreements made by Ontario Hydro prior to April 1, 1999.

If the relocation is from public to Private Property, Remotes shall acquire easement rights at the expense of the requestor. This would include the actual cost to carry out the work, as well as any costs resulting from having to obtain the new easement or authorization equivalent.

### **2.1.6 Easements**

#### **2.1.6.1 Unregistered Rights**

The Electricity Act provides that all property that is subject to unregistered rights prior to April 1, 1999 will continue to be subject to the right until the right expires or until it is released by the holder of the right.

#### **2.1.6.2 Permits, Registered Easements and Owner Agreements**

The majority of Remotes' land tenure rights are on provincial crown lands and federally-regulated First Nation Reserves.

Remotes requires provincial crown leases, land use permits or registered easements for facilities situated on provincial lands.

For facilities situated on federally-Regulated Reserve lands, Remotes requires permits under Section 28(2). These permits are normally issued by Indian and Northern Affairs Canada, following a negotiated agreement between the First Nation and Remotes.

For new or modified connections on provincial crown lands, Remotes may require a Customer to provide Remotes with a registered easement or land use permit with respect to Remotes Facilities and Equipment located on the property of the Customer or the property of a third party.

For new or modified connections on private lands, Remotes may require a Customer to provide Remotes with a registered easement with respect to Remotes Facilities and Equipment located on the property of the Customer or the property of a third party.

Permits or registered easements are required for facilities meeting any of the following conditions:

- (a) any single or multi-phase line, underground or submarine cables, poles, anchors, or aerial occupation where the line crosses Private Property, including any common service taps;

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- (b) anchors on Private Property supporting Three Phase feeders, and any (single or multi-phase) structures supporting reclosers or voltage regulators where the poles are located on road allowance;
  - (c) any new plant being added to Remotes Facilities and Equipment which are the subject of an existing unregistered easement but does not include replacement/maintenance of the existing Remotes Facilities and Equipment.

### **2.1.7 Contracts**

#### **2.1.7.1 Implied Contracts**

In all cases, notwithstanding the absence of a written contract, Remotes has an implied contract with any Customer that is connected to Remotes' Distribution System and receives Distribution Services from Remotes. The terms of the implied contract are embedded in these Conditions of Service, the Rate Handbook, Remotes' Rate schedules, Remotes' Distribution Licence and the Distribution System Code, as amended from time to time.

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

#### **2.1.7.2 Service Agreements for New Connections (Agreement for Service)**

Where Remotes is entitled under these Conditions of Service to recover the costs of a connection or Expansion, Remotes requires that the Customer execute an Agreement for Electrical Services (Agreement for Service) prior to Remotes commencing any construction activities in respect of the connection and/or Expansion. The Agreement for Service will describe the work to be performed by Remotes in respect of the connection or Expansion and any other conditions set forth in Remotes' offer to connect together with the applicable payment terms.

#### **2.1.7.3 Cancellation**

The Agreement for Service may be terminated by either party upon reasonable notice.

#### **2.1.7.4 Special Contracts**

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

- (a) construction sites
- (b) mobile facilities
- (c) non-permanent structures
- (d) special occasions, etc.
- (e) generation and
- (f) house move

### 2.2 Disconnection

Remotes reserves the right to Disconnect the supply of electricity to or limit the amount that a Customer can consume for any of the following reasons:

- (a) failure to pay Remotes any amounts due and payable for the Distribution of electricity or for supply of electricity under Section 29 of the Electricity Act;
- (b) failure to pay any connection costs due and payable;
- (c) non-payment of account security identified as a condition of service;
- (d) contravention of the laws of Canada or the Province of Ontario.
- (e) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System.
- (f) adverse effect on the reliability and safety of the Distribution System.
- (g) a material decrease in the efficiency of the Distribution System.
- (h) a material adverse effect on the quality of Distribution Services received by an existing connection;
- (i) inability of Remotes to perform meter reading, planned inspections or maintenance;
- (j) failure of the Customer to comply with a directive of Remotes that Remotes makes for the purposes of meeting its Licence obligations;
- (k) failure of the Customer to comply with any requirements in these Conditions of Service or a term of any agreement made between the Customer and Remotes including but not limited to an Agreement for Services, Connection Agreement or a Capital Cost Recovery Agreement;
- (l) failure of the Customer to enter into an Agreement for Services required by these Conditions of Service; or
- (m) by order of the Electrical Safety Authority.

Remotes will provide the Customer with at least seven (7) days prior written notice before Disconnecting or limiting the Distribution of electricity to a Customer. Disconnection does not relieve the Customer from having to pay Remotes any amounts payable by the Customer including electricity arrears. The Customer will be responsible for minimum bills until such time as Remotes removes the Remotes Facilities and Equipment associated with the Distribution of electricity to the Customer. Remotes may Disconnect the supply of electricity to a Customer without notice in accordance with a court order, or for Emergency, safety or system reliability reasons. Under no circumstances will Remotes be

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liable for any damage resulting from, associated with or related to the Disconnection or the limitation of Distribution of electricity.

### **2.2.1 Disconnection/Load Control Process for Reasons of Non-payment**

Due to the size of Remotes' service territory, Remotes organizes its Disconnection activities by community. If Remotes determines that Disconnection is warranted, every attempt will be made to establish personal contact with the customer at least 21 days prior to Disconnection.

Personal contact is defined as one of the following:

- i. Telephone conversation with the customer prior to service Disconnection
- ii. Face to face discussion with the customer
- iii. A letter sent to the customer prior to a collection trip.

If a bill remains unpaid in whole or in part when a bill for the next month is issued, and if the second bill remains unpaid in whole or in part, then nineteen (19) calendar days after the billing date of the second bill and at least:

- i. sixty (60) calendar days after a written Disconnection notice has been provided to the Customer by personal service, prepaid mail or by posting notice on the property in a conspicuous place, if the Customer is a residential Customer who has provided Remotes with documentation from a physician confirming that Disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, dependent family member or other person that regularly resides with the Customer or
- ii. in all other cases, fifteen (15) calendar days after a written Disconnection notice has been provided to the customer by mail, personal service or by posting notice on the property in a conspicuous place.

Remotes may fully interrupt or control the distribution of electricity to the Customer.

In accordance with Section 4.2.1 of the Distribution System Code, Remotes shall provide the Customer being Disconnected for non-payment the Fire Safety Notice of the Office of the Fire Marshall and any other public safety notices or information bulletins issued by public safety authorities and provided to Remotes, which provide information about dangers associated with the Disconnection of electricity service.

A residential Customer may designate a third party to also receive a copy of the notices set out in this Section provided that the request is made no later than the last day of the applicable minimum notice period set out in this Section.

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Remotes shall suspend any Disconnection action for twenty-one (21) days from the date of notification by registered charity, government agency or social service agency that is assessing a residential Customer for the purposes of determining whether the Customer is eligible to receive bill payment assistance, provided such notification is made within 21 days from the date on which the Disconnection notice is received by the Customer. Where the Customer has designated a third party to receive a copy of any Disconnection notice, and such third party notifies Remotes that he or she is attempting to arrange assistance with the bill payment, Remotes shall suspend all Disconnection action for 21 days provided such notification is made within 21 days from the date on which the Disconnection notice is received by the Customer. Upon notification by a registered charity, government agency or social service agency that the residential Customer is not eligible to receive bill payment assistance, or if the third party decides not to assist the Customer with the bill payment, Remotes may proceed with the Disconnection process.

### **2.2.2 Immediate Disconnection without Notice**

Remotes reserves the right to Disconnect the Distribution of electricity to a Customer, without notice, in accordance with a court order, a request by a fire department or for emergency, public safety (including potential for loss of life or limb), system reliability reasons or in order to inspect, maintain, repair, alter, remove, replace or Disconnect wires or other facilities used to distribute electricity or where there is an energy diversion, fraud or abuse on the part of the customer.

### **2.2.3 Liability for Disconnection**

Disconnection does not relieve the Customer of the liability for arrears or minimum bills for the balance of the term of the contract. The Customer shall be liable for any third party costs incurred by Remotes which are necessary to effect a Disconnection.

Under no circumstances will Remotes be liable for any damage resulting from, associated with or related to the Disconnection or the control of distribution of electricity, including damage to the Customer or the Customer's premises and any business or other losses suffered by Customer as a result of the Disconnection.

### **2.2.4 Reconnection**

Where the reason for the Disconnection of the Distribution of electricity has been remedied to Remotes' satisfaction, Remotes shall Reconnect a Customer.

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If Disconnected customers are able to make payment/payment arrangements during a community collection trip, Remotes will Reconnect these customers prior to leaving the community.

Under any of the following circumstances, Remotes requires that the Customer obtain the approval of the Electrical Safety Authority prior to Remotes Reconnecting the service:

- (a) where Remotes has reason to believe that the wiring may have been damaged or altered ;
- (b) service has been Disconnected for modification of Customer wiring;
- (c) service has been Disconnected for a period of six months or longer; or
- (d) where the service was Disconnected as a result of an adverse affect on the reliability and safety of the Distribution System; or
- (e) where it is a requirement of the Electrical Safety Code.

### **2.2.5 Disconnection and Reconnection Related Charges**

#### a) Disconnection for Non Payment

A collection charge shall apply in cases where it is necessary for Remotes to make a trip to the Customer's premises to collect payment for an overdue account, Disconnect service, install a load limiter, or Reconnect service.

If Reconnection takes place during a community collection trip or regularly scheduled trip, a Reconnection charge will be applied.

If a special trip to Reconnect a customer is required, the customer shall pay the actual costs for the special trip.

#### b) Unauthorized Energy Use

If Remotes has Disconnected a Customer for causes including energy diversion, fraud or abuse on the part of the customer, such service shall not be Reconnected until the Customer rectifies the condition and pays all uncollected charges, including late payment charges as determined by Remotes and costs incurred by Remotes arising from unauthorized energy use, including inspections and repair costs, and the cost of Disconnection and Reconnection.

#### c) Service Cancellation

Where a Customer requests a service cancellation, Remotes will remove certain delivery equipment, such as power lines, transformers and meter. If Reconnection is requested, the Customer will incur a cost to reinstall appropriate delivery

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equipment and shall follow the steps and processes for new connections set out in these Conditions of Service.

### **2.3 Conveyance of Electricity**

#### **2.3.1 Limitations on the Guarantee of Supply**

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

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

#### **2.3.2 Power Quality**

Remotes shall follow Good Utility Practices in terms of its guidelines and standards where applicable but will not guarantee an unvaried voltage or frequency.

##### **2.3.2.1 Power Quality Inquiries**

Remotes maintains a 24 hour call answer service for the purpose of receiving inquiries from Customers regarding power interruptions, power quality incidents, and incidents related to the integrity or safety of its Distribution System.

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

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

##### **2.3.2.1 Interruption of Supply**



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Remotes reserves the right to interrupt the supply of electricity in response to a shortage of supply or in order to inspect, maintain, repair, alter, remove, replace or Disconnect wires or other facilities used to Distribute electricity. Remotes will endeavor to provide as much notice as possible, but at least twenty-four (24) hours' notice. Notice is provided through the media, the Band Office (where applicable) and through posters. Remotes may, but is not obligated to, notify affected Customers in advance of planned power interruptions and has the right to interrupt without notice. In emergencies, Remotes will not provide prior notification of an interruption.

### **2.3.3 Electrical Disturbances**

#### **2.3.3.1 Customer Responsibilities**

In general, Customers are expected to operate their electrical equipment in such a manner as to not cause any unacceptable voltage fluctuations, voltage unbalance, harmonics, or other disturbances that could negatively impact other Customers connected to the Distribution System, or Remotes Facilities and Equipment.

If it is determined that unacceptable conditions are being caused by any Customer-owned equipment, then the owner of such equipment will be expected to take appropriate remedial action to correct the condition. Depending on the severity of the supply condition, Remotes may require that such equipment be Disconnected from the Distribution System until corrective measures can be taken.

Remotes' standards and guidelines for various electrical disturbances are as described below:

#### **2.3.3.2 Voltage and Current Harmonics**

Remotes will follow Good Utility Practice for establishing limits on harmonic current emissions and voltage distortions. The Customer shall ensure that the equipment at their facility does not generate harmonic currents that exceed acceptable industry practices.

#### **2.3.3.3 Voltage Fluctuations and Flicker**

Voltage fluctuations will normally be within the limits of the Remotes voltage flicker curve, which is based on the GE Borderline of irritability for incandescent lighting.

#### **2.3.3.4 Frequency Fluctuations**

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In general, the frequency of AC power on the Remotes Distribution System will be dictated by the supply frequency of the Distribution System. However because of the significantly larger ratio of large community loads to typical diesel generation capacity in remote communities some variations are to be expected. Remotes will follow Good Utility Practice to minimize the magnitude and extent of frequency fluctuations by limiting the allowable size of a single load to connect to the system. All proposed connections of motors/inductive loads 400 amps and higher must be reviewed compared to generation station capacity since these motors must be less than 5% of the smallest diesel generator's capacity. Any motors that are larger than 5% will require some form of reduced voltage start to prevent any adverse effects on other customers. Engineered drawings are to be provided to Remotes of all major loads prior to connection approval.

### **2.3.3.5 Over-voltages**

In general, Remotes will follow Good Utility Practice to minimize the magnitude and extent of such short-term over-voltages.

### **2.3.4 Standard Voltage Offerings**

Remotes will supply standard voltages only. The Customer will supply transformation for all other voltages required.

Standard secondary voltages are:

- (a) Single Phase – 120/240 volt 3 wire;
- (b) Three Phase – 120/308 volt 4 wire or 347/600 volt 4 wire

### **2.3.4.1 Primary Voltages**

Remotes shall provide or extend only one Primary Voltage to service a connection or development, unless additional Primary Voltage is already present or the development cannot be effectively fed from the existing supply. Customers requesting a Primary Service should contact Remotes to determine the voltage available at the particular location.

**2.3.5 Voltage Guidelines**

Standard operating conditions are:

<b>Standard Voltages Table 1</b>				
Nominal System Voltages	Recommended Voltage Variation Limits for Circuits up to 1000 volts, at the Service Entrance.			
	Extreme Operating Conditions	Normal Operating Conditions		Extreme Operating Conditions
Single Phase 120/240 240	108/216 212	110/220 220	125/250 250	127/264 264
Three Phase 4 –Wire 120/208Y 346/600Y	108/187 311/540	112/194 318/550	125/216 360/625	132/229 381/660

These voltage guidelines relate to long term steady state levels and do not include short term or transient disturbances.

**2.3.6 Back-up Generators**

Customers with portable or permanently connected Emergency generation capability shall comply with all the applicable criteria of the Ontario Electrical Safety Code and in particular, shall ensure that the Customer Emergency generation does not back feed on the Distribution System.

Customers with permanently connected Emergency generation equipment shall notify Remotes regarding the presence of such equipment.

**2.3.7 Metering**

For Retail settlement and billing purposes, Remotes shall provide, install, own and maintain a Meter Installation for all Customers.

The type of metering will be based on the Customer’s Rate class, energy consumption and peak load. The security and accuracy of metering will be maintained under regulations and standards established by Measurement Canada and Remotes.

**2.3.7.1 Single Phase – Secondary Metered**

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For new Secondary Metered connections, metering shall be based on estimated load. Customers who are estimated to have an average monthly peak load under 50 kW shall be metered on kilowatt-hours (“kWh”) only. Customers estimated to have an average monthly peak load over 50 kW shall be metered on monthly kW as well as kWh.

For existing Customers, metering shall be based on the actual average monthly peak load for the previous year. Customers with an average monthly peak load, in the previous year, under 50kW shall be based on kWh. Customers that had an average monthly peak load, in the previous year, over 50 kW shall be metered on monthly kW demand as well as kWh.

### **2.3.7.2 Three Phase – Secondary Metered**

All Three Phase Customers will be metered for energy usage in kWh and for peak monthly kW demand and/or monthly peak kVA depending on the peak load and power factor.

### **2.3.7.3 Central Metered Services**

Remotes, in its discretion, may supply a Single-Phase Customer with a central metering service to two or more buildings. If Remotes chooses to do so, the Customer shall:

- (a) pay the cost of the central metering;
- (b) comply strictly with the Electrical Safety Code and Remotes Remote Communities’ Distribution Standards;
- (c) have an appropriately sized main Disconnect and equipment for each service connected to the central metering service; and
- (d) supply and install, at its own expense, all conductors, poles, and underground conductors, as required.

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

### **2.3.7.4 Primary Metered Services**

When a Customer requests a primary metered service (connected at the primary voltage level), the Customer shall install, own, and maintain, at its own expense, the entire distribution system required downstream from the metering point which includes conductors, poles, and transformation.

When secondary metering is not practical to meter the Customer’s load, Remotes will provide the primary metering at cost. If secondary metering is practical, the

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Customer will pay Remotes the cost of supplying and installing the primary metering and secondary metering. Secondary metering is considered practical when the Customer's entire load can be metered on the secondary side of the transformation.

### **2.3.7.5 Travel Trailer, Public and Private Camping Parks**

The park authority/owner will provide, own, and maintain all Distribution facilities, including transformers and individual metering as desired, within the park boundary. Such facilities will be subject to the approval of the Electrical Safety Authority. All electricity supplied for park services will be combined and billed under one General Service account.

Remotes will determine the type of metering required. If secondary metering is not practical, a primary metering service will be required at or near the park property limit. When primary metering is required, the customer will install, own, and maintain the entire distribution system beyond the metering point, which will include poles, conductors, transformers and all other electrical equipment. A transformation allowance will be applied to the customer's energy bill.

### **2.3.7.6 Location of Metering**

As determined by the layout, the Electrical Safety Code, the Ontario Building Code and Remotes, the meter(s) will be located on the exterior of the building:

- (a) on the front side of the building facing the street or roadway;
- (b) on the side of the building, not more than 3 metres from the front facing the street or roadway.

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

### **2.3.7.7 General**

Remotes shall, at all reasonable hours, have the right to inspect, repair, replace and remove any part of the metering installation and have free access to the premises for that purpose.

### **2.3.7.8 Current Transformer Boxes**

Customers are responsible for supplying, owning, and maintaining meter bases, except for Complex Metered Three Phase services where Remotes requires and supplies at no charge a "P" base enclosure. For services requiring additional metering such as instrument transformers, the Customer is required to supply and

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install the following, all of which has to be approved by the Electrical Safety Authority and Remotes:

- (a) instrument transformer enclosures with a minimum dimension of 90cm x 90cm x 30cm;
- (b) all required conduit as specified by Remotes; and
- (c) where appropriate a self contained 400 amp meter base complete with a 400 amp current transformer. Remotes will provide the Customer with an allowance for the cost of the current transformer.

For Central Metering services, a current transformer enclosure is not required; however, Remotes can supply and install the conduit and meter base for the Customer for a charge.

### **2.3.7.9 Meter Reading**

Remotes shall, at all reasonable hours, have the right to read, inspect, repair, replace and remove any part of the metering installation and have free access to the premises for that purpose.

If unable to access the premises, Remotes shall attempt to arrange access to the premises at a time convenient for both Remotes and the Customer. At its discretion, Remotes may elect to have the meter read by the Customer, and the results provided to Remotes

If the Customer does not accommodate Remotes' request for meter reading or access, the Customer shall be informed in writing of their obligation to contact Remotes and arrange appropriate access to the meters, or provide Remotes with the requested meter readings.

In order to ensure accurate billing and proper operation, Remotes needs to read and visually inspect the meter annually. In the event that Remotes cannot access the meter for this purpose after the Customer has been contacted several times, Remotes reserves the right to demand a relocation of the meter at the Customer's expense. If the situation is not rectified, Remotes may ultimately Disconnect the Customer.

### **2.3.7.10 Final Meter Reading**

When a final meter reading is required for billing purposes, the Customer shall provide Remotes with at least five business days notice of the date the billing is to be discontinued so that Remotes can obtain a final meter reading as close as possible to the required date. The Customer shall provide access to Remotes for this purpose. If access is not obtained, and a final meter reading is not possible,

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the Customer shall pay a sum based on estimated electricity used since the last meter reading.

### **2.3.7.11 Faulty Registration of Meters**

The security and accuracy of metering is governed by the federal Electricity and Gas Inspection Act and associated Regulations, under the jurisdiction of Measurement Canada. Remotes' meters are required to comply with the accuracy specifications established by the Regulations made under that Act.

Remotes is responsible for advising the Customer of any meter error of which it becomes aware and its magnitude and of his or her rights and obligations under the *Electricity and Gas Inspection Act* (Canada). Remotes is also responsible for subsequently settling actual payment differences with the Customer.

In the event of incorrect electricity usage registration, Remotes will rectify billing errors on the following basis:

### **2.3.7.12 Overbilling**

Where a billing error, from any cause, has resulted in a Customer being over billed, and where Measurement Canada has not become involved in the dispute, Remotes shall credit the Customer with the amount erroneously billed. The credit Remotes remits shall be the amount erroneously billed for up to a two-year period from the date that Remotes is notified of the problem.

Where the billing error is not the result of Remotes' standard billing practices, i.e., estimated meter reads, Remotes shall pay interest on the amount credited to the relevant party equal to the prime rate charged by Remotes' bank.

### **2.3.7.13 Underbilling**

Where a billing error, from any cause, has resulted in a Customer being under billed, and where Measurement Canada has not become involved in the dispute, Remotes shall charge the Customer with the amount not previously billed. In the case of a residential Customer who is not responsible for the error, the allowable period of time for which the Customer may be charged is two years. For non-residential Customers or for instances of willful damage, the relevant time period is the duration of the defect.

### **2.3.7.14 Meter Dispute Testing**

Measurement Canada has jurisdiction, under the federal Electricity and Gas Inspection Act, in a dispute between Remotes and its Customer where the

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condition or registration of a meter or metering installation is in question. Remotes will inform Customers of the assistance provided by Measurement Canada in dispute investigations.

If the services of Measurement Canada are requested by the Customer to resolve the issue, Remotes will charge the Customer for the costs of processing the application to Measurement Canada and removing and transporting the meter to a testing location. If the dispute is substantiated by Measurement Canada and the resolution is in the favour of the Customer, the costs will not be recovered from the Customer.

### **2.4 Rates and Charges**

The Ontario Energy Board approves the Rates Remotes charges for each Rate classification. The Ontario Energy Board also approves all the Miscellaneous Distribution Charges that Remotes levies.

The main Rate classifications are year-round residential, seasonal-residential, General Service, street lighting, Road Rail Residential, Air Access Residential, Road Rail General Service and Air Access General Service.

To assign a Customer to the appropriate Rate classification, Remotes considers the nature and use of the Customer's electricity service.

The OEB approved Rates and charges are as set out in the Schedule of Rates available from Remotes upon request. Notice of Rate Changes shall be mailed to all Customers with the first bills issued using the revised Rates.

#### **2.4.1 Service Connection**

Remote Communities charges customers the Actual Cost of the connection to connect to its distribution system.

#### **2.4.2 Energy Supply**

Remotes' rates combine the charges for all the electrical services (generation and distribution)

#### **2.4.3 Deposits**

Whenever required by Remotes, including but not limited to, as a condition of supplying or continuing to supply Distribution Services, the Customer shall



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provide and maintain security in an amount that Remotes deems necessary and reasonable.

Remotes will request account security deposits from all applicants for service who do not have a good payment history. For new customers, Remotes will request account security deposits unless a credit check shows that the applicant is an acceptable credit risk or the applicant can provide a reference letter from a prior utility attesting to a good payment history.

For residential customers, a good payment history is defined as:

- 1) The customer does not owe arrears on another Remotes' account and
- 2) The customer has been served by Remotes within the previous six months and has no more than 1 Disconnection notice; no more than one NSF cheque and/or no collection/Disconnection charges over the last twelve month period of service; or
- 3) During search of the consumer credit database (with customer's permission), the customer is matched with a file and is deemed an acceptable credit risk; or
- 4) The customer can provide a reference letter from a prior utility that attests to a good payment history.

For General Service customers, a good payment history exists when

- 1) The applicant does not owe arrears on another Remotes account; and
- 2) The applicant has been served by Remotes within the previous six months and has no more than 1 Disconnection notice, no more than one NSF cheque and/or no collection/Disconnection charges over the last 5 year period of service; or
- 3) During a search of the consumer credit database (with the applicant's permission), the applicant is matched with a file and is deemed an acceptable credit risk; or
- 4) The applicant can provide a reference letter from a prior utility that shows a good payment history for a 5 year period.

Remotes will collect a security deposit from Customers who have been identified to have a poor credit history.

In the event that Remotes applies all or part of a security deposit to offset amounts owing by a residential Customer, Hydro One may require the Customer to repay the amount of the security deposit that was so applied.

Account security deposits must be in the form of (i) cash or cheque; or (ii) an irrevocable letter of credit from a Chartered Canadian Bank or Credit Union. Remotes will not accept third party guarantees.

Account security deposit levels will be in an amount to cover Remotes' exposure and based on billing frequency and payment cycle/period. Billing Cycle Factors

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shall be 2.5 for monthly-billed customers, 1.75 for bi-monthly billed Customers and 1.5 for quarterly-billed customers.

Account security deposit levels for new Customers or Customers who have no payment history with Remotes shall be determined based on average monthly electricity consumption for similar Customers. Applicants may pay the security deposit in equal installments over 4 months or in a shorter time frame at the applicants' discretion.

Remotes will review security deposits at least once each calendar year to determine whether the entire amount is to be returned to the Customers. Refund of account security on residential accounts occurs when a satisfactory payment record is demonstrated over 12 consecutive months. For all other accounts, the account security deposit will be held until a satisfactory payment record is demonstrated over 5 years. When a residential or other Customer account is terminated, the security amount will be credited on the Customer's final bill and any surplus will be refunded by cheque.

Interest on cash security deposits shall accrue monthly commencing on the receipt of the total deposit required. The interest rate shall be at the prime business rate, as indicated on the Bank of Canada Web site, less two (2) per cent, updated quarterly, to a minimum of zero per cent. The interest will be credited on the Customer's bill on a quarterly basis.

### **2.4.4. Billing**

In this section 2.4.4, references to monthly, quarterly, and annually are notional and approximate time periods only. They are not to be construed as calendar-based time periods.

#### **2.4.4.1 Billing Frequency**

Depending on Rate classification, Customers are billed on a monthly or quarterly frequency.

#### **2.4.4.2 Meter Read Frequency**

Remotes reads meters on a monthly, quarterly, or annual frequency, depending on Rate classification. Where Remotes is unable to obtain a meter reading, for any reason, the customer may be requested to provide a meter reading.

#### **2.4.4.3 Use of Estimates**

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In months where a bill is issued, but no reading is obtained, Remotes estimates usage in order to determine billing quantities. The estimate is based on historical usage for the premises, or a pre-determined quantity if there is no historical usage information available.

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### 2.4.4.4 Budget Billing Plan

A budget billing plan is available to all Customers. To help smooth electricity costs over the year, the plan bills an equal portion of the previous year's charges per bill period then reconciles the balance owing in the anniversary month. Adjustments may be made to the regular budget bill amount due to Rate or usage changes.

### 2.4.5 Payments and Overdue Account Interest Charges

#### 2.4.5.1 Payment Options

Customers may pay their electricity bills using any of the following methods: cheque or money order mailed with the remittance stub portion of the bill to Remotes at the address on the stub; in person at most Canadian financial institutions; through automated banking machines, telebanking or Internet bill payment services as offered through their financial institution. All payments should be in Canadian dollars.

Remotes also offers electronic fund transfers/pre-authorized payments.

#### 2.4.5.2 Late Payment Charges

Bills are due on the billing date. A late payment charge is applied and shall be paid by the Customer if payment is not received within nineteen (19) days of the billing date. Remotes provides customers with a 16-day payment period, plus 3 days for the bill to be sent. The required payment date printed on the bill is set 19 days after the billing date. When a required payment date is a weekend or holiday, the payment will be required on the next business day.

Remotes' late payment charge is set at 1.5 per cent compounded monthly (19.56 per cent per annum). Late payments are calculated from the billing date to the date the next bill is issued. Where a partial payment has been made within nineteen (19) days of the billing date, the late payment charge will apply only to the amount of the bill outstanding after deducting the partial payments.

An allowance of three (3) days is provided after the required payment date, to allow for payment receipt by mail.

Customers who are on electronic funds transfer/pre-authorized payment will have their payment amount automatically withdrawn from their designated bank

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account on the 19<sup>th</sup> day after the billing date. The withdrawal date and amount is clearly indicated on each bill.

### **2.4.5.3 Allocation of Payments**

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.

## **2.5 Customer Information**

Remotes shall not disclose specific information about a Customer unless the release of information has been authorized by that particular Customer or unless necessary for compliance with any Board approved Code or standard.

Remotes shall not disclose Customer information to a third party without the consent of the Customer in writing, except where Customer information is required to be disclosed, as follows:

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

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

### **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 Remotes.

## **3.0 CUSTOMER CLASS SPECIFIC**

### **3.1 Non Standard 'A'**

Under Section 79 of the *Ontario Energy Board Act, 1998* and associated Regulations, non-government customers within Remotes' service territory are eligible to receive Remote and Rural Rate Protection.

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## 3.1.1 Year Round Residential R2

This Customer Rate classification refers to a residential service that is the principal residence of the Customer. This classification may include additional buildings served through the same meter, provided they are not rental income units. To be classified as year round residential, all of the following criteria must be met:

- (a) Occupants must state that this is their principle residence for purposes of the Income Tax Act;
- (b) the occupant must live in this residence for at least 8 continuous months of the year;
- (c) the address of this residence must appear on the occupant's electric bill, driver's licence, credit card invoice, property tax bill, etc;
- (d) occupants who are eligible to vote in Provincial or Federal elections must be enumerated for this purpose at the address of this residence.

## Seasonal Residential R4

This Rate classification is comprised of any residential service not meeting the year-round residential criteria. As such, the seasonal residential class includes cottages, chalets, and camps.

## 3.2 Non Standard 'A' General Service

This Rate classification is applicable to any service that does not fit the description of the year-round residential or seasonal residential. Generally, it is comprised of commercial, administrative, recreational, and auxiliary services. It includes a combination of services where a variety of uses are made of the service by the owner of one property, and all multiple services except residential.

### 3.2.1 General Service, Single Phase G1

This classification is applicable to General Service Single Phase Customers.

### 3.2.2 General Service, Three Phase G3

This classification is applicable to General Service Three Phase Customers.

## 3.3 General Service over 50 kW

Customers estimated to have an average monthly peak load over 50 kW shall be metered on monthly kW as well as kWh.

### 3.4 Unmetered Connections

There are instances where connections can be provided without metering. These loads are generally small in size and consistent in magnitude of load. Remotes reserves the right to review all cases and may request a meter be installed at its sole discretion.

All unmetered connections fall under the General Service or Lights Rate classifications.

### 3.4 Street Lighting

The energy consumption for street lights is estimated based on Network's profile for street lighting load, which provides the amount of time each month that the street lights are operating. Streetlight charges include:

- (a) An energy charge based on installed load, at a Rate approved annually (Dollars per kWh x # of fixtures x billing);
- (b) A pole rental charge approved annually, when the light is attached to a Remotes pole.

Remotes must approve the location of new lighting installations on its line poles and the streetlight owner must enter into an agreement to use such poles. Remotes will make the electrical service connection of all streetlights to the Distribution System.

### 3.5 Standard 'A' Service

Standard 'A' rates are applicable to all accounts paid directly or indirectly out of Federal and/or Provincial government revenue.

Exceptions to these are:

- Canada Post Corporation, the Services Corporation or a subsidiary of the Services Corporation;
- Social housing;
- A library;
- A recreational or sports facility;
- Radio, television or cable television facility.

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Any Standard ‘A’ account may be reclassified as General Service, Residential Year-Round or Residential-Seasonal at any time. To reclassify a Standard ‘A’ account, a letter from the accountable Federal and/or Provincial Government agency must be provided to Remotes stating that the account does not receive any direct and/or indirect funding of a continuous nature.

An alternative to this letter would be a declaration from a Director of the organization stating that the organization receives no funding. This declaration must be accompanied by an audited statement, which includes the funding source.

An example of direct funding is an MTO account paid directly by MTO.

An example of indirect funding is a First Nation School account paid by a First Nation through funding by Aboriginal Affairs and Northern Development Canada.

### **3.5.1 Standard ‘A’ Residential Road/Rail**

This classification is applicable to residential customers in communities that are accessible by a year-round road or by rail.

### **3.5.2 Standard ‘A’ Residential Air Access**

This classification is applicable to residential customers in communities that are not accessible by a year-round road or by rail.

### **3.5.3 Standard ‘A’ General Service Road Rail**

This classification applies to all non-residential Standard ‘A’ customers in communities that are accessible by a year-round road or by rail.

### **3.5.4 Standard ‘A’ General Service Air Access**

This classification applies to all non-residential Standard ‘A’ customers in communities that are not accessible by a year-round road or by rail.

## **4.0 GLOSSARY OF TERMS**

“Act” means the Ontario Energy Board Act, 1988, S.O. 1998, C. 15, Schedule B;

“Actual Cost” means Remotes’ charge for equipment, labour and materials at Remotes’ standard rates plus Remotes’ standard overheads and interest thereon;

“Affiliate Relationships Code” means the code, approved by the Board and in effect at the relevant time, which among other things, establishes the standards



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and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies;

“Applicable Laws” means any and all Applicable Laws, including environmental laws, statutes, codes, licensing requirements, treaties, directives, rules, regulations, protocols, policies, by-laws, orders, injunctions, rulings, awards, judgments, or decree or any requirements or decision or agreement with or by any governmental or governmental department, commission, board, court authority or agency;

“Board” means the Ontario Energy Board;

“Code” means the Distribution System Code;

“Complex Metering Installation” means a metering installation where instrument transformers, test blocks, recorders, pulse duplicators and multiple meters may be employed;

“connection” means the process of installing and activating connection assets in order to Distribute electricity to a Customer;

“connection applicant” means the person or entity applying for a connection either on the person or entity’s own behalf or on behalf of another person;

“Customer” means a person who is connected to the Distribution System. If an account is opened in more than one person’s name, all such persons are Customers and are jointly and severally responsible for compliance with these Conditions of Service and to pay the Rates and charges in accordance with these Conditions of Service;

“Customer Equipment” means all electrical and mechanical equipment used by the Customer and does not include any Remotes Facilities and Equipment;

“Demand Billed Customer” means a demand metered customer with average monthly peak demand greater than 50 kW over 12-months that is ready monthly and billed on kW demand as well as kWh-hour energy;

“Demand Meter” means a meter that measures a Customer’s peak usage during a specified period of time;

“Demarcation Point” means the physical location at which Remotes responsibility for operational control and ownership of Distribution equipment including connection assets ends at the Customer;

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“Disconnection” means a deactivation of connection assets that results in cessation of Distribution Services to a Customer;

“Distribute” or “Distribution” means with respect to electricity, means to convey electricity at voltages of 50 kV or less;

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

“Distribution Loss Factor” means the factor(s) by which metered loads must be multiplied such that when summed it equals the total measured load at the supply point(s) to the Distribution System;

“Distribution Services” means services related to the Distribution of electricity and the services the Board has required distributors to carry out, for which a charge or Rate has been approved by the Board under Section 78 of the Act;

“Distribution System” means Remotes’ system for distributing electricity, and includes any structures, equipment or other things used for that purpose. The 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 Systems;

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

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

“Electrical Safety Authority” or “ESA” means the person or body designated under the Electricity Act Regulations as the Electrical Safety Authority;

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

“Enhancement” means a modification to the existing Distribution System that is made for purposes of improving system operating characterizes such as reliability of power quality or for relieving system capacity constraints resulting, for example, from general load growth;

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“Expansion” means an addition to the Distribution System in response to a request for additional Customer connections that otherwise could not be made;

“Force Majeure Event” shall be deemed to be a cause reasonably beyond the control of the party whose inability as aforesaid is involved such as, but without limitation to, strike of that party’s employees, damage or destruction by the elements, accident to the works of that party, fire explosion, war on the Queen’s enemies, legal act of the public authorities, insurrection, act of God or inability to obtain essential services or to transport materials, products or equipment because of the effect of similar causes on that party’s suppliers or carriers;

“Non Standard ‘A’ General Service” means the rate classification applicable to any Non Standard ‘A’ service that does not fit the description of the residential classes. Generally, it is comprised of commercial, administrative, auxiliary and recreational-type services. It includes combination-type services where the owner of one property makes a variety of uses of the service, and all multiple services, except residential;

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

“Remotes Facilities and Equipment” means Remotes’s meters, wires, poles, cables, transformers, any other structures, equipment, all other appliances and equipment or other things used for Distributing electricity;

“Lies Along” means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where Remotes has Remotes Facilities and Equipment of the appropriate voltage and capacity;

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

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

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“Metering Services” means installation, testing, reading, and maintenance of meters;

“Monthly Billing” means a notional 30 day month for billing cycle, not a calendar month;

“Multiple Residential Properties” means a property, which provides separate living accommodation for two or more families. It does not include properties used for short-term occupancy such as hotels, motels, etc;

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

“Primary Service” means a connection directly to Remotes’s Primary Facilities. Customer owns all conductor, supports and civil works located on their property;

“Property” means any property owned or used by a Customer or a third party and does not include any public street or highway;

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

“Rate Handbook” means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of distributor Rates;

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

“Secondary Service” means a connection to the low voltage side of Remotes’s transformer located on the Distribution System. Remotes may own the conductor and the Customer always owns all supports and civil works on the Customer’s property;

“Single Phase” means a system that supplies a single alternating current voltage supply;

“Three Phase” means a system having three distinct alternating current voltages 120 degrees between each voltage;

“Unaccounted for Energy” means all energy losses that cannot be attributed to Distribution losses. These include measurement error, errors in estimates of Distribution losses and Unmetered Loads, energy theft and non-attributable billing errors;

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