

July, 2007

NORTH BAY HYDRO DISTRIBUTION LIMITED

CONDITIONS OF SERVICE

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<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 110 – 00</p> <p>Issue Date: November 2006</p>
<p>Service Area</p>	<p>Review Date: November 2008</p>

1. Preamble

The *Ontario Energy Board (OEB)* has issued a Distributor Licence to North Bay Hydro Distribution Limited (NBHDL). The *OEB* Licence ED-2003-0024, issued on December 15, 2003 describes the *service area*.

2. Identification

NBHDL is a private company, incorporated in accordance with the Ontario Business Corporation Act. It is solely owned by North Bay Hydro Holdings Ltd. whose sole shareholder is The Corporation of the City of North Bay. See NBHDLCOS-500 Appendix 'A', Corporate Contacts for the corporate address, telephone number, and Officers.

3. Service Territory

- The service area, as described in the NBHDL Licence Schedule 1, is the City of North Bay as of January 1, 1968.

NBHDL may only operate a *distribution system* within its licenced *service area* as defined in its Distributor Licence. This *service area* is subject to change with the *OEB's* approval.

Nothing contained in this *Conditions of Service*, or in any contract for the supply of *distribution services* by NBHDL, shall prejudice or affect any rights, privileges, or powers vested in NBHDL by law under any Act of the Legislature of Ontario, or the Parliament of Canada, or any regulation thereunder.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 120 – 00</p> <p>Issue Date: November 2006</p>
<p>Codes and Laws</p>	<p>Review Date: November 2008</p>

1. Preamble

The *Ontario Energy Board (OEB)* regulates the electricity distribution industry according to its mandate in the *Ontario Energy Board Act*. The *OEB* has instituted a number of Codes to provide details on how local distribution companies should operate.

2. Laws

The laws and statutes of the City of North Bay, Province of Ontario and the Government of Canada govern North Bay Hydro Distribution Limited (NBHDL).

Federal Laws

The primary federal law affecting NBHDL is the *Electricity and Gas Inspection Act*. This Act regulates the accuracy of metering and billing of *Consumers* by suppliers. Other federal Acts, which affect the operation, are the Excise Tax Act.

Provincial Laws

Provincially, three Acts have the largest impact on NBHDL: *The Electricity Act*, *the Ontario Energy Board Act*, and the Occupational Health and Safety Act. NBHDL is an Ontario Corporation established under the Ontario Business Corporations Act.

The purpose of the *Electricity Act*, inter alia, is to provide *generators, retailers* and *Consumers* with non-discriminatory access to *transmission* and *distribution systems*, and to promote efficiency in the generation, transmission and distribution of *energy*. The *Ontario Energy Board Act*, in addition to the items mentioned above from the *Electricity Act*, protects the interests of *Consumers* with respect to prices and the reliability and quality of *distribution services*, and facilitates the maintenance of a financially viable electricity industry, among other things. By setting out the duties of all parties in the workplace, the Occupational Health and Safety Act provides the framework and the tools to achieve safe and healthy workplaces.

Municipal By-Laws

The City of North Bay has By-Laws that would affect the operation of NBHDL. One By-Law specifically deals with the use of public right-of-ways and the installation of *distribution services* overhead and underground on the right-of-ways.

3. Codes

The *OEB* has published a number of codes to regulate the electricity industry in the Province of Ontario. The *OEB* codes are:

Affiliate Relationships Code
Transmission System Code
Distribution System Code
Retail Settlement Code
Standard Supply Service Code
Electricity Retailers Code of Conduct

4. Priority

In the event of a conflict between these *Conditions of Service*, the *Distributor Licence*, *OEB* codes, municipal, provincial or federal laws, and a *Person's Distribution Services Agreement* the following priority shall prevail:

- Federal laws and regulations
- Provincial laws and regulations
- *Electricity Act, 1998*
- *Ontario Energy Board Act, 1998*
- *Distributor Licence*
- Municipal By-Laws
- *Affiliate Relationships Code*
- *Transmission System Code*
- *Distribution System Code*
- *Retail Settlement Code*
- *Standard Supply Service Code*
- Electricity Retailer Code of Conduct
- *Conditions of Service*
- *Distribution Services Agreement*

These *Conditions of Service* are mandated in the *OEB's Distribution System Code*.

When planning and designing for *distribution service*, *Applicants* and their agents must refer to all applicable provincial and federal electricity codes, and all other applicable federal, provincial, municipal laws, regulations, codes, and by-laws to also ensure compliance with their requirements. Without limiting the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act, the Regulations for Construction Projects, the Regulations for Industrial Projects and the Electrical & Utility Safety Association Rulebook entitled Electric Utility Operations, and their Safe Practice Guides.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 130 – 00</p> <p>Issue Date: June 2006</p>
<p>Interpretations</p>	<p>Review Date: November 2008</p>

1. Preamble

The *Conditions of Service* documents shall be interpreted by the rules outlined below.

2. Interpretations

Headings, paragraphs numbers, bold markings, italics, and underlines are for convenience only and do not affect the interpretation of the *Conditions of Service* documents.

Words that are italicized are listed in Section NBHDLCOS-400-00, Glossary of Terms, and are defined.

Words referring to the singular include the plural, and vice versa.

Words referring to a gender include any gender.

A reference to a document or a provision of a document includes any amendment or supplement to or any replacement of that document, or that provision of that document.

An event that is required to occur on or by a stipulated day, which is not a business day, may occur on, or by, the next business day, unless otherwise stated.

----- End of Document -----

<p style="text-align: center;">North Bay Hydro Distribution Limited</p> <p style="text-align: center;">Conditions of Service</p>	<p>Number: NBHDL COS – 140 – 00</p> <p>Issue Date: November 2006</p>
<p style="text-align: center;">Amendments and Changes</p>	<p>Review Date: November 2008</p>

1. Preamble

The *Conditions of Service* documents shall be amended or changed by the rules outlined below. The *Conditions of Service* may be subject to review by the *Ontario Energy Board (OEB)* as part of North Bay Hydro Distribution Limited's (NBHDL) performance based rates plan.

2. Amendment Process

From time-to-time amendments, changes, additions or removals of any parts of this *Conditions of Service* document may be required. The need for amendments may come from NBHDL staff, the Board of NBHDL, the *OEB*, the City of North Bay, *Consumers* and/or the general public.

Proposed amendments shall be reviewed by senior staff of NBHDL, and finally approved by the appropriate authority. Advanced notification, if any, of pending amendments will be done in accordance with the procedures outlined below.

3. Public Notification

Notification of an amendment shall be posted on the NBHDL website (www.northbayhydro.com) and/or included in the *Consumer's* regular bill mailings. When amendments are made, a public notice may also be issued in a local newspaper.

For major amendments, an advanced notice will be done through the *Consumer's* regular bill mailings and the NBHDL website. An advanced notice may also be issued in a local newspaper. When advanced notices are provided, *Consumers* and the public will have a minimum of ten business days to provide comments. The NBHDL mailing and e-mail addresses will be provided in the notice.

Any notifications will include a proposed timeline for implementation of the amendment.

4. Publication

NBHDL will maintain an up-to-date copy of the *Conditions of Service* and it will be available for public viewing at its corporate office and on the NBHDL website. Each *Person* who requests a copy of the *Conditions of Service* will be provided with one copy. A reasonable fee may be charged to each *Person* who is provided with a copy of the *Conditions of Service*. A copy of the *Conditions of Service* and any amendments will be filed at the *OEB's* office in Toronto.

5. Miscellaneous

The provisions of this *Conditions of Service*, and any amendments made from time-to-time, form part of any contract made between NBHDL and any connected *Consumer, retailer, or generator*. This *Conditions of Service* document supercedes all previous conditions of service, oral or written.

A *Person* is responsible for contacting NBHDL to ensure that the *Person* has, or has to obtain, the current version of the *Conditions of Service*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 150 – 00</p> <p>Issue Date: June 2006</p>
<p>Contact Information</p>	<p>Review Date: November 2008</p>

1. Contact Information

The address, telephone numbers, business hours and corporate officers of North Bay Hydro Distribution Limited are shown in NBHDLCOS-500, Appendix 'A', Corporate Contacts.

Telephone numbers, the address and office hours are also shown on the *Customer's* regular bill mailings, and on the company's website (www.northbayhydro.com).

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 160 – 00</p> <p>Issue Date: June 2006</p>
<p>Consumer Rights</p>	<p>Review Date: November 2008</p>

1. Preamble

Consumers, retailers and generators have rights regarding their relationship with *distributors*. These rights also have some limitations.

2. Rights

The *Electricity Act*, imposes obligations on *distributors*, such as North Bay Hydro Distribution Limited (NBHDL), regarding their relationship with *Consumers, retailers and generators*. NBHDL shall provide *Consumers, retailers and generators* with non-discriminatory access to its *distribution system*, in accordance with its licence and subject to this *Conditions of Service* document.

NBHDL shall *connect a building* to its *distribution system* if the *building* lies along any of the lines of its *distribution system* and the *Applicant* or other *Person* in charge of the *building* requests the *connection* in writing.

NBHDL shall sell *energy* to every *Person* connected to its *distribution system*, except a *Person* who advises it in writing that the *Person* does not wish to purchase *energy* from NBHDL.

3. Limitations

NBHDL may consider reasons to refuse to *connect*, or refuse to continue to *connect*, a *Consumer* or *Applicant* as described in NBHDLCOS-210-03 “Connection Denial” or if there is any violation of any other conditions identified in the NBHDL's *Conditions of Service* documents.

If NBHDL refuses to *connect a building*, it shall inform the *Applicant* requesting the *connection* of the reason(s) for not connecting and, where NBHDL is able to provide a remedy, make an offer to *connect*. If NBHDL is unable to provide a remedy to resolve the issue, it is the responsibility of the *Applicant* to do so before a *connection* may be made.

4. Liability

Notwithstanding the above, NBHDL shall not 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.

5. Indemnity

The *Consumer, Applicant or generator*, shall indemnify and hold harmless NBHDL, its directors, officers, employees, and agents from any claims made by any third parties in *connection* with the construction and installation of a *generation facility* by, or on behalf of, the *Consumer, Applicant or generator*. See NBHDL COS-350-00 Embedded Generation.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 170 – 00</p> <p>Issue Date: July 2007</p>
<p>Distributor Rights</p>	<p>Review Date: November 2008</p>

1. Preamble

Distributors have rights regarding their relationship with *Customers* and *embedded generators*. This section outlines the rights of North Bay Hydro Distribution Limited (NBHDL) that are not covered elsewhere in this document.

2. Access to Private Property

NBHDL shall have access to *private property* in accordance with Section 40 of the *Electricity Act*.

Commercial, Institutional and Industrial electrical rooms are to have direct external access and NBHDL and the *Customer* are to have keys for same.

3. Safety of Equipment

The *Customer* or *Applicant* will comply with all aspects of the *Ontario Electrical Safety Code* with respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in a timely fashion. If the *Customer* or *Applicant* does not take such action within a reasonable time, NBHDL may *disconnect distribution services* to the *Customer* or *Applicant*.

The *Customer* or *Applicant* 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 *distribution system*, endanger the equipment of NBHDL, interfere with the proper and safe operation of NBHDL's facilities, or adversely affect compliance with any applicable legislation in the sole opinion of NBHDL.

The *Customer* or *Applicant* shall not use or interfere with the *distribution system* of NBHDL except in accordance with a written agreement with NBHDL. The *Customer* or *Applicant* must also grant NBHDL the right to secure any point where a *connection* may be made on the line or load side of the *metering installation*.

4. Operating Control

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

Applicant's premises or approaches thereto, or for any action, omission or occurrence beyond its control, or the negligence of any *Persons* over whom NBHDL has no control.

Only an employee or an agent of NBHDL shall remove, replace, alter, repair, inspect or tamper with NBHDL's equipment.

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

The physical location on the *Customer* or *Applicant's building*, at which a *distributor's* responsibility for operational control of distribution equipment, including *connection assets*, ends is defined by the *OEB Distribution System Code* (DSC) section 1.2 - Definitions as the "*operational demarcation point*".

Ownership demarcation points are as stated in NBHDL COS-500 Appendix B, Demarcation Points.

5. Repairs of Defective Customer Electrical Equipment

The *Customer* or *Applicant* will be required to repair or replace any equipment owned by the *Customer* or *Applicant* that may affect the integrity or reliability of NBHDL's *distribution system*. If the *Customer* or *Applicant* does not take such action within a reasonable time, NBHDL may *disconnect* the supply of *distribution services* to the *Customer* or *Applicant*. NBHDL's policies and procedures with respect to the *disconnection* process are further described in *Conditions of Service* NBHDL COS-220-01, Disconnection.

6. Repairs of Customer's Physical Structures

Depending on the *ownership demarcation point*, construction and maintenance of all civil works on *private property* owned by the *Customer* or *Applicant*, including such items as transformer vaults, *transformer rooms*, transformer pads, cable chambers, cable pull rooms and underground conduit, will be the responsibility of the *Customer* or *Applicant*. All civil work on *private property* must be inspected and accepted by NBHDL and the *Electrical Safety Authority*. The *OEB DSC* defines "*ownership demarcation point*" as the physical location at which a *distributor's* ownership of distribution equipment including *connection assets* ends at the *Customer* or *Applicant*.

To the satisfaction of NBHDL, the *Customer* or *Applicant* is responsible for the safe operation and maintenance of their structural and mechanical facilities located on *private property*.

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 180 – 00</p> <p>Issue Date: July 2007</p>
<p>Dispute Resolution</p>	<p>Review Date: November 2008</p>

1. Preamble

As provided in Section 23 of North Bay Hydro Distribution Limited’s Distribution Licence (the “Licence”) and the *Ontario Energy Board’s Distribution System Code*, North Bay Hydro Distribution Limited (NBHDL) is required to establish administrative procedures for resolving disputes by *Consumers* and *Applicants* (the “Party”) regarding *distribution services* provided under the terms of the Licence.

2. Exclusivity

Except where this policy states otherwise, the dispute resolution procedures set forth in this *Conditions of Service* document shall apply to all disputes arising between NBHDL and the “Party” and shall be the only means for resolving any such disputes.

3. Policy

All written complaints or written disputes received by NBHDL shall be referred to the relevant NBHDL representative for resolution on an informal basis within seven business days.

The resolution shall be documented and signed by the NBHDL representative.

Disputes not resolved in Section 3.1 shall be subject to the Dispute Negotiation described in Section 4.

The *OEB* shall be requested to assist in disputes not resolved in Section 4, in the manner described in section 5.

In the event intervention by the *OEB* has been unsuccessful in resolving the dispute within any parameters established by the *OEB*, either the Party or NBHDL may submit the dispute to binding arbitration and resolution in accordance with the arbitration procedures set out in NBHDLCOS-500 Appendix ‘Z’, External Arbitration Process.

4. Dispute Negotiation

- 4.1 Any dispute between NBHDL and the Party regarding *distribution services* provided under the terms of NBHDL's Licence shall be referred to a designated representative chosen by NBHDL and to a designated representative chosen by the Party for resolution on an informal basis.
- 4.2 The representatives designated in 4.1 shall attempt in good faith to resolve the dispute within thirty business days of the date when the dispute was referred to them. The Party and NBHDL may extend such period by agreement in writing.
- 4.3 Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of NBHDL and the Party. The resolution shall bind NBHDL and the Party and their respective successors and assigns, and shall not, except for either the Party or NBHDL's subsequent failure to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.
- 4.4 If the Party or NBHDL refuses to honour the designated representative's resolution as executed, the other may immediately commence arbitration under these *Conditions of Service* to enforce the resolution, or may bring summary application to a court of competent jurisdiction to enforce the resolution.

5. Referral of Unresolved Disputes

If the designated representatives cannot resolve the dispute within the time period set out in Section 4.2, either the Party or NBHDL may submit the dispute to the *OEB* for direction on resolution. In the event intervention by the *OEB* cannot resolve the dispute within any parameters established by the *OEB*, it shall be subject to binding arbitration and resolution in accordance with the arbitration procedures set out in NBHDL COS-500 Appendix 'Z', External Arbitration Process.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 00</p> <p>Issue Date: July 2007</p>
<p>Connections</p>	<p>Review Date: November, 2008</p>

1. Preamble

Under the terms of the *Ontario Energy Board Distribution System Code (OEB DSC)* Section 3.1, North Bay Hydro Distribution Limited (NBHDL) has the obligation to either *connect* or to make an offer to *connect* any *Applicant* that lies in its *service area*.

2. Initial Applicant Contact and Required Information

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

The *Applicant* or its authorized representative shall apply for new or upgraded *distribution services* and/or *temporary services* in writing. The *Applicant* is required to provide NBHDL with sufficient lead-time in order to ensure:

- (a) the timely provision of services to new and upgraded *buildings*;
- (b) the availability of adequate capacity for additional loads to be *connected* in existing *buildings*; and
- (c) refer to NBHDLCOS-210-02 “Expansions / Offer to Connect”.

The arrangements for servicing may be reviewed by the City of North Bay Development Review Committee for Commercial and Industrial Sites.

There will normally only be one service connection per lot/property.

3. NBHDL Response Timing

NBHDL shall make every reasonable effort to respond promptly to an *Applicant’s* request for *connection*. NBHDL shall respond to an *Applicant’s* written request within 15 calendar days of receipt. NBHDL will make an offer to *connect* within 60 calendar

days of receipt of the written request, unless other necessary information is required from the *Applicant* before the offer can be made.

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

4. Connection Agreement

NBHDL, in its discretion, may require an *Applicant* to enter into a *Distribution Services Agreement* with NBHDL including terms and conditions in addition to those expressed in this *Conditions of Service*. Refer to the samples in NBHDL COS-500 Appendices I and J.

5. Special Equipment

If special equipment is required or equipment delivery problems occur, then longer lead times may be necessary. NBHDL will notify the *Applicant* of any extended lead times.

6. Extenuating Circumstances

In addition to any other requirements in this *Conditions of Service* document, the supply of *distribution services* is conditional upon NBHDL being permitted and able to provide such *distribution services*, obtaining the necessary apparatus and material, other agencies' approval, and constructing works to provide the *distribution service*. Should NBHDL not be permitted, or be able to do so, it is under no responsibility to the *Applicant* whatsoever and the *Applicant* releases NBHDL from any liability in respect thereto.

7. Embedded Generators

See Section NBHDL COS - 350 - 01 Embedded Generation for connection process for embedded generation facilities.

8. Embedded Distributors

See Section NBHDL COS - 370 - 01 Embedded Distributor for connection process for embedded distributors.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 01</p> <p>Issue Date: November 2006</p>
<p>Building That Lies Along</p>	<p>Review Date: November, 2008</p>

1. Preamble

Under the terms of the *Ontario Energy Board's Distribution System Code*, North Bay Hydro Distribution Limited (NBHDL) has the obligation to *connect* (under Section 28 of the *Electricity Act, 1998*) a *building* that "lies along" its *distribution system*. Standard *connection* allowances and fees may be applied by the *distributor*.

2. Definition

For the purpose of this *Conditions of Service* document,

"Lies along" means a *building* or proposed *building* that is directly adjacent to or abuts onto the public road allowance where NBHDL has a *distribution system* of the appropriate voltage and capacity; and

"Basic Connection Fees" are reviewed annually and are calculated based on the average costs to provide the Standard Allowance and the Basic Connection for each *Consumer Class* as shown in Section NBHDLCOS-500-00 Appendix D, Customer Service Layout for *residential service*, and Section NBHDLCOS-500-00 Appendix E Customer Service Contract-Expansions for *general service*. These fees are determined using historical data from previous year(s) for all completed projects in each *Consumer Class*.

3. Conditions

Under the terms of the *Distribution System Code*, NBHDL has the obligation to *connect* (under Section 28 of the *Electricity Act, 1998*) a *building* that "lies along" its *distribution system*, provided:

- a) the *building* can be *connected* to NBHDL's *distribution system* without an *expansion* or *enhancement*, and,
- b) the *electrical service* meets the conditions listed in the *Conditions of Service* of NBHDL that owns and operates the *distribution system*.

The location of the *Applicant's electrical service* will be subject to the approval of NBHDL and the *Electrical Safety Authority*.

4. Connection Charges

NBHDL shall recover costs associated with the installation of *connection assets*, by *Consumer Class*, via a Basic Connection Fee and a Variable Connection Fee, according to the *OEB DSC*, and as set out below:

a) The Basic Connection Fee:

i) Residential Service:

The Basic Connection Fee is recovered through NBHDL's *rates* and covers the Standard Allowance to provide a basic *connection* consistent with the defined *ownership demarcation point* as outlined in Section NBHDL COS-500-00 Appendix B, Demarcation Points. This point may differ from the *operational demarcation point*.

ii) General Service:

NBHDL may recover the Basic Connection Fee either through NBHDL's *rates* or through a Basic Connection Fee levied from the *Consumer* requesting the *connection*. The Basic Connection Fee is determined for each *Consumer Class* as indicated in Section NBHDL COS-500-00 Appendix C, Connection Fees.

b) The Variable Connection Charge:

The Variable Connection Fee shall be calculated as the costs associated with the installation of *connection assets* above and beyond the Standard Allowance for Basic Connection as determined in Section NBHDL COS-500-00 Appendix D, Customer Service Layout and Section NBHDL COS-500-00 Appendix E, Customer Service Contract-Expansions. NBHDL may recover this Variable Connection Fee which shall be based on actual cost.

The actual connection fees and charges are shown in NBHDL COS-500-00 Appendix C, Connection Fees.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 02</p> <p>Issue Date: July 2007</p>
<p>Expansions</p> <p>Offer To Connect</p>	<p>Review Date: November, 2008</p>

1. Preamble

Under the terms of the *Ontario Energy Board's (OEB) Distribution System Code (DSC)*, North Bay Hydro Distribution Limited (NBHDL) has the obligation to make an Offer to Connect for any *building* that is in its *service area*. If the *building* cannot be *connected* without an *expansion* or *enhancement* to its *distribution system*, the process outlined in this section will apply. The outlined process will comply with the *OEB's DSC*.

If the *building* "lies along" NBHDL's *distribution system*, it may be denied *connection* for the reasons described in Section NBHDLCOS – 210 – 03.

In making an "Offer to Connect", NBHDL will include, without limitation, the following components, as applicable:

- A description of the expansion facilities and connection assets
- Basic and variable connection fees
- Economic evaluation
- Capital contribution and alternative bids
- Settlement of capital contribution
- Rebates related to expansions
- Construction Agreement for Expansion Facilities and Connection Assets
- Reference to NBHDL's Conditions of Service and how they can be obtained
- Where the word *Applicant* is used in this section of NBHDLCOS-210-02, it means *Applicant* or *developer*.

2. Time To Respond With An Offer To Connect

NBHDL shall make every reasonable effort to respond promptly to an *Applicant's* request for *connection*. The *Applicant's* request for connection will be completed on the form shown in Section NBHDLCOS-500-00 Appendix W, Electrical Planning Requirements. NBHDL shall respond to an *Applicant's* written request for an *Applicant connection* within 15 calendar days of receipt of the written request. NBHDL will make an Offer to Connect within 60 calendar days of receipt of the written request, unless other necessary information is required from the *Applicant* before the offer can be made.

3. Description of Expansion Facilities and Connection assets

NBHDL will provide a description of the *expansion* facilities and *connection assets* required to connect the *Applicant*. The description will be in the form of preliminary electrical drawings prepared from planning, engineering and other information provided to NBHDL by the *Applicant*.

4. Economic Evaluation

NBHDL will perform an economic evaluation to determine whether the future revenue from the *Applicant* will pay for the capital and on-going maintenance costs of the *expansion* project (refer to methodology and assumptions in the *DSC – Appendix B*), see NBHDL COS-500-00 Appendix E, Customer Service Contract-Expansions. At the discretion of NBHDL, the capital costs for the *expansion* may include incremental costs associated with the full use of NBHDL's existing spare facilities or equipment, which may result in an adverse impact to future *Applicants*. The economic evaluation will be based on NBHDL's historical *Consumer energy/demand* load by rate class and, in the case of an *expansion* to serve residential load, by *building* type (townhouse, semi-detached house, fully detached house).

In performing the economic evaluation, should the Net Present Value (NPV) of the costs and revenues associated with the *expansion* be less than zero, a capital contribution in the amount of the shortfall is required. NBHDL will collect on any shortfall from the *Applicant*.

If the *expansion* is for a *generation facility* the provisions of the *OEB DSC* will apply.

5. Capital Contributions, Settlement and Alternative Bids

The capital contribution collected from the *Applicant* and its settlement, will be as determined in Section 4 above.

Where a capital contribution is required and the work does not involve work with existing NBHDL distribution equipment, the *Applicant* may obtain alternative bids for the *expansion* from qualified contractors.

NBHDL may charge an *Applicant* that chooses to pursue an alternative bid any costs incurred by NBHDL associated with the *expansion* project, including but not limited to the following:

- Costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original Offer to Connect
- Costs for inspection or approval of the work performed by the contractor hired by the *Applicant*.

6. Adjustments of Capital Contributions

The initial *energy/demand* load will be based on NBHDL's historical *Consumer energy/demand* load as described in Section 4 above. Final review after five (5) years of the economic evaluation may be performed at NBHDL's sole discretion. If, after the In-Service Date, the *Applicant's* or *Consumer's* actual *energy/demand* load or *Consumer* additions is **less than 90%** of the original forecast for the *expansion*, and NBHDL has opted to review the financial evaluation, the *Applicant* and NBHDL agree to:

1. Adjust the economic evaluation based on the *Applicant's* actual 12-months average monthly *demand*
2. Recalculate the amount of capital contribution
3. Readjust accordingly the expected Incremental Revenue
4. The *Applicant* or NBHDL shall reduce the difference in the capital contribution to zero by paying the balance no later than 30 days after the date of NBHDL's notice of capital contribution settlement.

7. Rebates Related to Expansions

Where NBHDL is required to add to the *distribution system* solely for the *connection* of an *Applicant*, the *Applicant* will be required to pay NBHDL 100% of the calculated shortfall. If within 5 years from the *connection* date, non-forecasted *Applicants* are to be *connected* to these new additions, they shall contribute their share, and the first *Applicant* will be entitled to a rebate as outlined in NBHDL's rebate process below.

Based on the amount of physical distance of the *expansion* that the non-forecasted *applicant* will be using, the non-forecasted and the original *Applicants* will share the depreciated costs on an equal basis.

Example (for two *Applicants* only):

Original *Applicant* "A" pays a capital contribution of \$Y to construct a 500 m *expansion* from NBHDL *distribution system* to "A"s new *building*. Non-forecasted *Applicant* "B" requires *connection* to the *expansion*, three years after the *expansion* was completed, at a distance 100 m from the original location of NBHDL *distribution system*. Depreciation rate on distribution lines is 4% per year.

The rebate to be provided by "B" to "A", through NBHDL, will be:

$$\text{Rebate} = [(100/500) \times \$Y \times (1 - (3 \times .04))] / 2$$

8. Construction Agreement for Expansion Facilities and Connection Assets

Applicants for Residential Service Categories that are subject to a site plan or subdivision agreement, or General Service Categories that are subject to a subdivision agreement shall enter into a:

- Customer Service Layout; or a
- Customer Service Contract-Expansion; or a
- Connection Agreement (large customer); or a
- Underground Residential Distribution Subdivision Agreement

and may be required to provide a *performance guarantee* (OEB DSC Section 3.2 expansion deposit) equivalent to the costs of the *expansion*. The generic agreements are contained in NBHDL COS-500 Appendices D, E, F and G.

9. Offer to Connect

NBHDL's Offer to Connect will be a offer based on an estimate of the costs to construct the *expansion*. NBHDL will provide one estimate to the *Applicant* for any plans submitted to NBHDL for an *expansion* project, at no expense to the *Applicant*. If the *Applicant* submits revised plans, NBHDL may provide a new offer for revised plans at the *Applicant's* expense.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDL COS – 210 – 03</p> <p>Issue Date: June, 2006</p>
<p>Connection Denial</p>	<p>Review Date: November, 2008</p>

1. Preamble

The *Ontario Energy Board Distribution System Code (OEB DSC) Section 3.1* provides for the ability of a *distributor* to deny *connections*.

2. Reasons For Denial

In accordance with the *OEB DSC* Section 3.1.1, North Bay Hydro Distribution Limited (NBHDL) is not obligated to *connect* a *building* within its *service area* if the *connection* would result in any of the following:

- Contravention of existing laws of Canada and the Province of Ontario
- Violations of conditions in NBHDL's Licence
- Adverse affect on the reliability or safety of the *distribution system*
- Public safety reasons or imposition of an unsafe situation for the worker beyond normal risks inherent in the operation of the *distribution system*
- A material decrease in the efficiency of the *distributor's distribution system*
- A materially adverse effect on the quality of *distribution services* received by an existing *Consumer*
- If the *Person* or *Applicant* requesting the *connection* owes NBHDL money for *distribution services*
- Any other conditions documented in NBHDL's *Conditions of Service* documents
- Use of the *distribution system* for a purpose that it does not serve and that NBHDL does not intend to serve
- Potential increases in monetary amounts that already are in arrears with NBHDL
- If an *electrical service* to NBHDL's *distribution system* does not meet NBHDL's design requirements

3. Applicant Communication

In accordance with the *OEB DSC* Section 3.1.3, if NBHDL refuses to *connect* a *building* in its *service area* that lies along its *distribution system*, NBHDL shall inform the *Applicant* or *Person* requesting the *connection* of the reasons for the denial, and where NBHDL is able to provide a remedy, make an offer to *connect*. If NBHDL is not capable of resolving the issue, it is the responsibility of the *Applicant* or *Person* to do so before a *connection* can be made.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDL COS – 210 – 04</p> <p>Issue Date: July, 2007</p>
<p>Inspections Before Connection</p>	<p>Review Date: November, 2008</p>

1. Preamble

The *Electrical Safety Authority (ESA)* was established by the Province of Ontario in 1998 through the *Electricity Act*. The *ESA* may make regulations regarding electrical safety, and the conditions and inspections surrounding the regulations.

2. Inspection By Electrical Safety Authority

All *Applicant's electrical services* shall be inspected and approved by the *ESA* and must also meet North Bay Hydro Distribution Limited's (NBHDL) requirements. NBHDL requires notification from the *ESA* of this approval prior to the *connection of an Applicant's electrical service to the distribution system*.

3. Inspection By Other Authorities

NBHDL must approve all underground *electrical services* prior to the *connection of an Applicant's electrical service*.

4. Services Disconnected For Longer Than Six Months

Consumer's that have been *disconnected* for a period of six months or longer must be re-inspected and approved by the *ESA*, prior to reconnection.

5. Temporary Services

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

6. Consumer Owned Facilities

Consumer-owned substations and *consumer-owned systems* must be inspected by both the *ESA* and NBHDL.

Transformer rooms shall be inspected and approved by NBHDL prior to the installation of NBHDL's equipment.

All 44kV, 22kV, 12.5kV and 4.16kV connected *Applicant* poles, lines, related equipment and substations must be inspected by both *ESA* and NBHDL.

7. Distribution Plant Expansions To Be Owned By NBHDL

All *connection assets* of underground *residential services* shall be fully inspected by *ESA* and NBHDL for conformance to NBHDL's Engineering Standards.

For commercial/industrial *Applicants* using less than 44kV, 22kV, 12.5kV or 4.16kV, NBHDL shall fully inspect the *distribution system* up to the *ownership demarcation point* for conformance to NBHDL's Engineering Standards.

Notwithstanding any other section in this document, all work done on existing NBHDL *distribution system* must be authorized by NBHDL and carried out in accordance with all applicable safety acts and regulations. Only contractors approved by NBHDL shall do *expansions* to NBHDL *distribution systems*.

NBHDL Inspector(s) or their agents shall have the right to inspect such other equipment as they deem necessary to ensure a safe and operable installation and also to direct the *Applicant* or representatives of the *Applicant* to do such things as the Inspector deems necessary to ensure a complete and proper inspection.

8. Metering

Provision for the *meter installation* shall be inspected and approved by NBHDL prior to *connection*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 05</p> <p>Issue Date: June, 2006</p>
<p>Relocation of Plant</p>	<p>Review Date: November, 2008</p>

1. Preamble

From time to time parts of the *distribution system* may have to be relocated. The need may be originated by North Bay Hydro Distribution Limited (NBHDL), or by the requirements of another party. Different originators of the request will cause the relocation to occur under differing circumstances.

2. Originated By NBHDL

When part of the *distribution system* requires relocation because of a NBHDL requirement, all costs will be borne by NBHDL. These costs will be included in its rate base. The specifications for the project, and work procedures, will be the same as if it was for a government agency, a private company, or a *developer*. The cost of relocating third party facilities located on NBHDL *distribution system* shall be borne by the third party or as specified in an existing Agreement.

3. Originated By Government Agency

When requested to relocate part of the *distribution system*, NBHDL will exercise its rights, and discharge its obligations, in accordance with existing acts, by-laws and regulations, including the Public Service Works on Highways Act, formal agreements, easements and law.

4. Originated By Another Party

When requested to relocate part of the *distribution system*, NBHDL will exercise its rights and discharge its obligations in accordance with existing acts, by-laws, regulations, formal agreements, easements and law. In the absence of existing agreements, NBHDL shall not be obligated to relocate the *distribution system*. However, NBHDL shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility, or unfeasibility, of the relocation, and a fair and reasonable charge for relocation based on cost recovery principles.

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 06</p> <p>Issue Date: November 2006</p>
<p>Easements</p>	<p>Review Date: November, 2008</p>

1. Preamble

To maintain the reliability, integrity and efficiency of the *distribution system*, North Bay Hydro Distribution Limited (NBHDL) has the right to have supply facilities on or over *private property*. NBHDL will determine where registered easements will be required when part of the *distribution system* is located on or over *private property*. Easements are to be registered against title to the *private property*.

2. Process

For easements required due to *Applicant, Consumer, generator or developer* activity, they will provide at their own cost, any required reference plan necessary for the easement, to the satisfaction of NBHDL. The *Applicant, Consumer, generator or developer* will, at their own cost, have their lawyer prepare the easement agreement, which will contain a Schedule provided by NBHDL. Four copies of the reference plan, the proposed easement, and an “intent-to-sign” document must be presented to NBHDL for approval. Details will be provided in the Offer to Connect.

For easements required due to NBHDL activity, NBHDL will provide at its own cost, any required reference plan necessary for the easement and have its lawyer prepare the easement agreement. Four copies of the reference plan, the proposed easement, and an “intent-to-sign” document will be provided to the *Applicant, Consumer, generator or developer* for signature.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 210 – 07</p> <p>Issue Date: July 2007</p>
<p>Contracts</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) has various contracts to deal with *Applicant* and *Consumer* relationships. This includes implied contracts.

2. Contract for New or Modified Services

NBHDL shall only *connect* an *Applicant's building* for a new or modified service upon receipt by NBHDL of a completed and signed *Distribution Services Agreement*, payment to NBHDL of any applicable Connection Fees, and/or capital contribution, and an inspection and approval by the *Electrical Safety Authority* of the *electrical service*. There is a separate *Distribution Services Agreement* for *residential service* and for *general service Consumers*.

3. Implied Contract

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

Any *Person* who takes or uses *distribution services* from NBHDL shall be liable for payment for such. Any implied contract for the supply of *distribution services* by NBHDL shall be binding upon the heirs, administrators, executors, successors or assigns of the *Person* who took and/or used *distribution services* supplied by NBHDL.

4. Special Contracts

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

- construction sites
- residential subdivisions
- mobile facilities

- non-permanent structures
- special occasions, etc.
- generation

5. Payment by Owner

The owner of a *building* is responsible for paying for the supply of *distribution services* by NBHDL to the owner's *building*, except for any supply of *distribution services* to the *building* by NBHDL in accordance with a signed *Distribution Services Agreement* by a *Consumer*, specifically a tenant, of the *building*.

A *building* owner wishing to *disconnect* the supply of *distribution services* to its *building* must notify NBHDL in writing. Until NBHDL receives such written notice from the *building* owner, the *building* owner or the *Consumer*, as applicable, shall be responsible for payment to NBHDL for the supply of *distribution services* to such *building*. See NBHDL COS-500 Appendix U "Landlord Letter of Understanding". An *Ontario Energy Board* approved rate will apply for the *disconnection* of the *distribution services*. An *Electrical Safety Authority* inspection may be required, at the cost of the owner, before the *building* may be reconnected. NBHDL may refuse to *disconnect* the supply of *distribution services* to an owner's *building* in special circumstances.

6. Opening and Closing of Accounts

A *Consumer* who wishes to open or close an account for the supply of *distribution services* by NBHDL shall contact NBHDL.

A *Consumer* who wishes to purchase *energy* from a *retailer* must have the retailer notify NBHDL in accordance with the *Ontario Energy Board Retail Settlement Code* Section 10.5.3. Until NBHDL receives such notice from the authorized *retailer*, the *Consumer* shall be responsible for payment to NBHDL for the supply of *energy* and *distribution services* to the *Consumer*.

7. Contracts and Agreements

As outlined in NBHDL COS-500, Appendices, the following agreements and contracts are listed:

- Appendix D - Customer Service Layout
- Appendix E - Customer Service Contract - Expansion
- Appendix F - Connection Agreement (large customer)
- Appendix G - Underground Residential Distribution Subdivision Agreement
- Appendix H - Generator Study Agreement
- Appendix I - Distribution Services Agreement for Residential
- Appendix J - Distribution Services Agreement for General Service
- Appendix K - Embedded Generation Connection Agreement (N/A at the time)
- Appendix L - Embedded Generation Settlement Agreement (N/A at this time)
- Appendix M - Embedded Market Participant Agreement (N/A at this time)

- Appendix N - Unmetered Connections Agreement (N/A at this time)
- Appendix O - Service Agreement for a Retailer
- Appendix P - Embedded Generation Net Metering Agreement
- Appendix T - Preauthorization Payment Plan (PAP)
- Appendix U - Landlord Letter of Understanding
- Appendix V - Residential Payment Plan Options and Credit Authorization (N/A at this time)
- Appendix X - Generator Connection Application

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDL COS – 220 – 01</p> <p>Issue Date: July 2007</p>
<p>Disconnection</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) may *disconnect* a *Consumer* according to conditions contained in the:

- *Electricity Act, 1998*, Section 30, 31, and 40 (5)
- *Ontario Energy Board Distribution System Code:*
3.1.2, 4.1.8, 4.2, 4.3.1, 4.4.7, 4.5.3, 5.1.1
- *Ontario Energy Board Retail Settlement Code:*
7.1.2, 7.2.3, 7.3.2, 7.4.3, 7.5, 7.6
- *Ontario Energy Board Standard Supply Service Code:*
2.6
- Independent Electricity System Operator *Market Rules*
- request by civil authorities
- any other conditions identified in these *Conditions of Service*
- any other laws and regulations

2. Disconnection

In accordance with the *Ontario Energy Board Distribution System Code* Section 4.2.6, NBHDL reserves the right to *disconnect* for causes not limited to:

- Adverse effect on the reliability and safety of the *distribution system*.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the *distribution system*.
- A material decrease in the efficiency of NBHDL's *distribution system*.
- A materially adverse effect on the quality of *distribution services* received by a *Consumer*.
- Inability of NBHDL to perform planned inspections and maintenance.
- Failure of the *Consumer* to comply with a directive of NBHDL that NBHDL makes for purposes of meeting its licence obligations.
- Any other conditions identified in this *Conditions of Service* document.
- Contravention of the laws of Canada or the Province of Ontario.
- Overdue amounts payable to NBHDL as permitted by applicable legislation.

- Electrical disturbance propagation caused by *Consumer* equipment that are not corrected in a timely fashion.

NBHDL may *disconnect* a *Consumer* without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

3. Collections

NBHDL accounts receivable are deemed to be “in collection” when the following circumstances occur: (a) accounts for services billed are unpaid beyond the due date. (b) Miscellaneous accounts receivable (MAR) are unpaid beyond specified terms. (c) Security Deposits remain unpaid beyond the due date.

Not less than seven days following the due date of an unpaid billing with a balance forward of one bill past due, plus \$25.00, a Notice of Disconnection will be issued. The electricity service will not be disconnected until seven days after a Notice of Disconnection has been issued to the *Consumer*. When a Notice of Disconnection is given or a letter of notification is sent, they will include the Fire Safety Notice of the Office of the Fire Marshall, and any other safety notice as required in compliance with the OEB DSC 4.2.1.

If still unpaid or acceptable arrangements for payment have not been approved, NBHDL will take all actions permissible by law or regulation to collect the arrears, including *disconnection*.

Distribution services will be reconnected following payment of the delinquent balance due, reconnection charge and added security deposit, if required.

The *Consumer* or a responsible designate must attend at the premises when *distribution services* are restored.

If the *distribution services* are not reconnected within three (3) days, a visit to the premises may be made periodically to assess the circumstances and reported to management.

If an account with tenant is sealed off for more than six (6) months the account will be finalled and the service will be reconnected in owner’s name in a sealed off status. See NBHDL COS-500 Appendix U “Landlord Letter of Understanding”. Collection action will be taken on finalled tenant account.

If an account has been sealed off for more than six (6) months NBHDL may remove NBHDL’s equipment and the account will be finalled. If the service is to be re-activated an ESA inspection will be required prior to reconnection. Costs of reconnection will be at the expense of the owner.

4. Winter Disconnection

Residential Accounts:

NBHDL will *disconnect distribution services*, but subject to management discretion, during the months of November 1st to March 31st, residential *distribution services* may be restricted with the use of a load limiter or programmable timed interrupting device. Where applicable and if possible, the landlord may be contacted and advised of the *disconnection*.

General Service Accounts:

May be *disconnected* in full at any time, where the tenant is the *Consumer*, and the landlord may be notified where applicable and possible.

In the event of *disconnection of distribution services* that are the responsibility of the landlord, tenants will receive written notification seven (7) days in advance.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 220 – 02</p> <p>Issue Date: June, 2006</p>
<p>Unauthorized Energy Use</p>	<p>Review Date: November, 2008</p>

1. Preamble

Energy usage that is not recorded by a *Measurement Canada* approved meter, and/or where the *Person* using *energy* does not have a *Distribution Services Agreement* with North Bay Hydro Distribution Limited (NBHDL) is considered unauthorized *energy* usage. This includes, but not limited to, fraud, abuse, theft of power, and *energy diversion*.

2. Disconnection

NBHDL reserves the right to *disconnect* any *Person*, or *Consumer*, for causes, not limited to, *energy diversion*, fraud, or abuse on the part of the *Person* or *Consumer*. Reconnection may not occur until the *Consumer* or *Person* rectifies the condition and provides full payment to NBHDL of estimated *energy* used, all costs incurred by NBHDL arising from unauthorized *energy* use, including inspections, repair costs, agent fees, and the cost of *disconnection* and reconnection. Refer to NBHDLCOS-240-03 Deposits.

3. Criminal Code

Unauthorized use of *energy* is a criminal offence, and the North Bay Police Services will be notified of all occurrences.

----- End of Document -----

<p style="text-align: center;">North Bay Hydro Distribution Limited</p> <p style="text-align: center;">Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 01</p> <p>Issue Date: June, 2006</p>
<p style="text-align: center;">Limitations on the Guarantee of Supply</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) will endeavour to use reasonable diligence in providing a regular and uninterrupted supply of *energy*. NBHDL does not guarantee a constant supply, or the maintenance of unvaried frequency or voltage, and will not be liable in damages to the *Consumer* or the *Consumer's* equipment by reason of any failure in respect thereof.

2. Customer Self Protection

Consumers requiring a higher degree of security than that of *good utility practice* for *energy* supply are responsible to provide their own *emergency back-up* or standby facilities. *Consumers* may require special protective equipment at their premises to minimize the effect of momentary *energy* interruptions. Refer to NBHDLCOS-230-06 Backup Generation.

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

3. Emergency Disconnection

During an *emergency*, NBHDL may interrupt *energy* supply to a *Consumer* in response to a shortage of supply, or to effect repairs on the *distribution system*, or while repairs are being made to a *Consumer-owned substation*.

NBHDL shall have rights to have access to a *private property* in accordance with Section 40 of the *Electricity Act*.

To respond to a *distribution system emergency*, NBHDL may require immediate access to a *Consumer-owned substation*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 02</p> <p>Issue Date: June, 2006</p>
<p>Power Quality</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) endeavors to supply continuous *energy* with no power quality problems. Policies and procedures have been developed to address these issues, including *supply voltage* guidelines and outage notification processes. This section outlines those policies and procedures, as well as indicating the process NBHDL uses for handling voltage disturbances and power quality testing and remedial action.

This section includes conditions under which supply of *energy* to *Consumers* may be interrupted, and may become unreliable or intermittent.

2. Power Quality Testing

In response to a *Consumer* power quality concern, where the utilization of *energy* adversely affects the performance of electrical equipment, NBHDL will perform an investigative analysis on their *distribution system* up to the *ownership demarcation point* to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a *distribution system* delivery issue and where *good utility practice* are not met, NBHDL will recommend and/or take appropriate mitigation measures. NBHDL will endeavor to take appropriate actions to control power disturbances found to be detrimental to the *Consumer*. If NBHDL is unable to correct the problem without adversely affecting other NBHDL *Consumers*, then it is not obligated to make the corrections. NBHDL will use appropriate industry standards (such as *Canadian Standards Association* or *IEEE* standards) and *good utility practice* as a guideline. If the problem lies on the *Consumer* side of the *distribution system*, NBHDL shall seek reimbursement from the *Consumer* for the costs incurred in its investigation.

3. Prevention of Voltage Distortion on Distribution

Consumers having a non-linear load shall not be connected to NBHDL's *distribution system* unless power quality is maintained by implementing proper

corrective measures such as installing proper filters, and/or grounding. Further, to ensure the *distribution system* is not adversely affected, power electronics equipment installed must comply with *IEEE* Standards. The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

4. Obligation to Help in the Investigation

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

5. Timely Correction of Deficiencies

If an undesirable *distribution system* disturbance is being caused by the *Consumer's* equipment, the *Consumer* will be required to cease operation of the equipment until satisfactory remedial action has been taken by the *Consumer* at the *Consumer's* cost. If the *Consumer* does not take such action within a reasonable time, NBHDL may *disconnect* the supply of *energy* to the *Consumer*.

6. Notification for Interruptions

Although it is NBHDL's policy to minimize inconvenience to *Consumers*, it is necessary to occasionally interrupt a *Consumer's* supply of *energy* to maintain or improve the *distribution system*, or to provide new or upgraded services to other *Consumers*. NBHDL will endeavor to provide the *Consumer* with reasonable advance notice of planned *energy* interruptions. Notice may not be given where work is of an *emergency* nature, involving the possibility of injury to *Persons* or damage to property or equipment.

However, during an *emergency*, NBHDL may interrupt supply of *energy* to a *Consumer* in response to a shortage of supply of *energy* or to effect repairs on NBHDL's *distribution system* or while repairs are being made to a *Consumer-owned substation*.

7. Notification to Customers on Life Support

Consumers who require an uninterrupted source of *energy* for life support equipment must provide their own *emergency backup* equipment for these purposes. *Consumers* with life support systems are encouraged to inform NBHDL of their medical needs and their available *emergency backup*. These *Consumers* are responsible for ensuring that the medical information they provide NBHDL is accurate and up-to-date. This information is maintained in NBHDL's Customer Information System and supplied to the Operations Department.

With planned interruptions, the same procedure as prescribed in Section 6 above will be observed. For those unplanned *energy* interruptions that extend beyond six hours and the time expected to restore the supply of *energy* is longer than what was indicated by *Consumers* (registered on life support) as their available *emergency backup*, NBHDL will endeavour to contact these *Consumers* but will not be liable in any manner to the *Consumer* for failure to do so.

8. Emergency Interruptions for Safety

NBHDL will endeavour to notify *Consumers* prior to interrupting the supply of *energy*. However, if an unsafe or hazardous condition is found to exist, or if the use of *energy* by apparatus, appliances, or other equipment is found to be unsafe or damaging to NBHDL's *distribution system* or any other *Person*, the supply of *energy* may be interrupted without notice.

9. Emergency Service (Trouble Calls)

NBHDL will exercise reasonable diligence and care to deliver a continuous supply of *energy* to the *Consumer*. However, NBHDL cannot guarantee a supply of *energy* that is free from interruption.

When *energy* is interrupted, the *Consumer* should first ensure that their failure is not due to the opening of a *Consumer*-owned protective device such as a fuse or breaker operating within their installation. If there is a partial power failure, the *Consumer* should obtain the services of an electrical contractor to carry out necessary repairs. If, on examination, it appears that NBHDL's main source of supply of *energy* has failed, the *Consumer* should report these conditions at once to NBHDL by calling the 24 hour phone number outlined in NBHDL COS-500 Appendix A, Corporate Contacts.

NBHDL operates a trouble-call response, 24 hours a day, seven days a week, to provide service to *Consumers*. NBHDL will initiate restoration efforts as rapidly as practicable.

10. Outage Reporting

Depending on the outage, duration and the number of *Consumers* affected, NBHDL may issue a news release to advise the general public of the outage. In turn, news radio stations may call for information on a 24 hour basis when they hear of an outage.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 03</p> <p>Issue Date: June, 2006</p>
<p>Electrical Disturbances</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL), and the *Consumers* on their *distribution system*, should expect electrical disturbances from time-to-time. Guidelines that should be adhered to are outlined in this section.

2. Force Majeure

NBHDL shall not be held liable for the failure to maintain *supply voltages* within standard levels due to Force Majeure as defined below.

NBHDL shall practice reasonable diligence in maintaining *supply voltage* levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the *transmitter* or *host distributor*. NBHDL shall not be liable for any delay or failure in the performance of any of its obligations under this *Conditions of Service* due to any events or causes beyond the reasonable control of NBHDL, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, equipment failure, third party damage to NBHDL's *distribution system*, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental or regulatory authority, or any combination of these causes.

3. Consumer Responsibilities

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

Some types of electronic equipment, such as video display terminals, can be affected by the close proximity of high electrical currents that may be present in

transformer rooms. NBHDL may assist in attempting to resolve any such difficulties at the *Consumer's* expense.

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

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 04</p> <p>Issue Date: July, 2007</p>
<p>Standard Voltage Offerings</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) provides various voltages to *Consumers* based on their supply requirements and availability. This section outlines both the primary and secondary voltages that are available.

2. Primary Voltage

The primary voltage to be used will be determined by NBHDL for both NBHDL owned and *Consumer-owned substations*. The primary voltage will be 44,000V or 22,000V, delta, three phase, three-wire system, **or** 12,480/7200V or 4,160/2400V, grounded wye, three phase, four-wire system.

Electrical services fed from the 4.16kV system will not exceed a rated capacity of 500 kVA. *Electrical services* fed from the 12.5kV system will not exceed a rated capacity of 1000kVA. *Electrical services* with capacities exceeding the above limits must be fed from either the 44kV or 22kV system, depending on availability, and will require a *Consumer-owned substation*

3. Secondary Voltage

12.5 kV or 4.16kV Distribution System

Secondary voltages will normally be 120/240V single phase, 120/208V three phase, **or** 347/600V, three phase.

44 kV or 22kV Distribution System

Secondary voltage will normally be 120/208V **or** 347/600V three phase, four wire wye.

4. Limit of Supply

The actual voltage to be used governs the limit of supply capacity for any *Consumer*.

4.1 12.5/7.2 kV Distribution System

General guidelines for supply from existing 12.5 kV overhead street circuits are as follows:

- (i) 120/240V, single phase, up to 100 kVA *demand* load, or
- (ii) 347/600V, three phase, four wire up to 1000 kVA *demand* load, or
- (iii) 120/208V, three phase, up to 500 kVA *demand* load,

New or upgraded *electrical services* that cannot be adequately serviced from existing overhead transformer banks must be serviced underground. Any *electrical service* sized greater than 400 Amp must be underground primary and a padmount transformer.

4.2 4.16/2.4 kV Distribution System

General guidelines for supply from existing 4.16 kV overhead street circuits are as follows:

- (i) 120/240V, single phase, up to 100 kVA *demand* load, or
- (ii) 347/600V, three phase, four wire up to 500 kVA *demand* load, or
- (iii) 120/208V, three phase, up to 300 kVA *demand* load,

New or upgraded *electrical services* that cannot be adequately serviced from existing overhead transformer banks must be serviced underground. Any *electrical service* sized greater than 400 Amp must be underground primary and a padmount transformer.

4.3 44 kV Distribution System

Services rated at greater than 1000 kVA *demand* load and less than 30 MVA shall require a 44kV *Consumer-owned substation*.

4.4 22 kV Distribution System

Services rated at greater than 500 kVA *demand* load and less than 15 MVA shall require a 22kV *Consumer-owned substation*.

North Bay Hydro Distribution Limited Conditions of Service	Number: NBHDLCOS – 230 – 05
	Issue Date: June, 2006 Review Date: November, 2008
Voltage Guidelines	

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) endeavours to supply a constant, stable *supply voltage* from its *distribution system*. The *Canadian Standards Association (CSA)* provides guidelines for *supply voltage* variation limits.

2. Voltage Criteria

NBHDL maintains *supply voltage* at the *Consumer's* service entrance within the guidelines of CSA Standard CAN3-C235-83 (latest edition) Table 3, which allows variations from nominal voltage of:

Nominal Voltage	Voltage Variation Limits			
	Extreme Conditions	Normal Conditions		Extreme Conditions
		Normal Conditions	Normal Conditions	
Single Phase				
120/240	106/212	110/220	125/250	127/254
240	212	220	250	254
480	424	440	500	508
600	530	550	625	635
Three Phase 4w				
120/208	110/190	112/194	125/216	127/220
240/416	220/380	224/388	250/432	254/440
277/480	245/424	254/440	288/500	293/508
347/600	306/530	318/550	360/625	367/635
Three Phase 3w				
240	212	220	250	254
480	424	440	500	508
600	530	550	625	635

Where *supply voltages* lie outside the indicated limits for *normal operating conditions* but within the indicated limits for *extreme operating conditions*, improvement or corrective action should be taken on a planned and programmed basis. Where *supply voltages* lie outside the indicated limits for *extreme operating conditions*, improvement or corrective action should be taken as soon as practical. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to *supply voltage* levels and duration, etc.

NBHDL shall practice reasonable diligence in maintaining *supply voltage* levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the *transmitter*. NBHDL shall not be liable for any delay or failure in the performance of any of its obligations under this *Conditions of Service* document due to any events or causes beyond the reasonable control of NBHDL, including, without limitation, items indicated in the Force Majeure defined in NBHDL COS-230-03, Electrical Disturbances.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 06</p> <p>Issue Date: June, 2007</p>
<p>Emergency Backup Generation Facility</p>	<p>Review Date: November, 2008</p>

1. Preamble

Consumers who install a portable or permanent *emergency backup generation facility* have obligations to the *Ontario Electrical Safety Code* and the *Electrical Safety Authority*. These *emergency backup generation facilities* must be installed to guarantee there can be no back-feeds into North Bay Hydro Distribution Limited's (NBHDL) *distribution system*.

2. Ontario Electrical Safety Code

Any *Consumer's emergency backup generation facility* cannot be installed in a manner which would adversely affect NBHDL's *distribution system*. *Consumers* with a portable or permanently connected *emergency backup generation facility* shall comply with all applicable criteria of the *Ontario Electrical Safety Code*. In particular, the *Consumer* shall ensure that the *Consumer's emergency backup generation facility* does not parallel with NBHDL's *distribution system*, nor back-feed into it. There shall be proper interface protection between the *Consumer's* electrical circuits and NBHDL's *distribution system*.

3. Notification

Consumers with a permanently connected *emergency backup generation facility* shall notify NBHDL regarding the presence of such equipment. A listing of known locations will be kept by NBHDL Operations staff.

4. Personnel Safety

This *Conditions of Service* is critical to the safety of NBHDL employees, contractors and agents. All *Consumers* must stringently comply with them.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 230 – 07</p> <p>Issue Date: July, 2007</p>
<p>Metering</p>	<p>Review Date: November, 2008</p>

1. Preamble:

Metering requirements are as required in Section 5 of the *Distribution System Code* and the *Retail Settlement Code*, and any further requirements specified by North Bay Hydro Distribution Limited (NBHDL).

2. General:

Refer to North Bay Hydro Engineering Standards.

3. Instrument Transformers:

Refer to North Bay Hydro Engineering Standards.

4. Metering:

4.1 Interval Metering

4.1.1 Installation:

An *interval meter* will be installed on *electrical services* under the following conditions:

- a) The annual average peak *demand* by the *Consumer* is greater than 1000 Kw:

NBHDL will identify those *Consumers*, which meet this criterion and provide notification to them. The notification will consist of a letter explaining the requirement for an *interval meter* under the pertinent *Ontario Energy Board Codes* and guidelines, an estimate of the cost of the installation, the *meter installation* requirements and a time frame for completing the installation.

- b) New services with an installed capacity of 500Kw or greater:

The requirement for an *interval meter* will be identified in the *Distribution Services Agreement* with the *Consumer* and will include an explanation of the requirement, an estimate of the cost of the installation, and the *meter installation* requirements.

- c) At the request of the *Consumer*:

The *Consumer* is to contact the Substation and Customer Service Supervisor of NBHDL in writing with the request for the installation of an *interval meter*. NBHDL will respond with the *meter installation* requirements and an estimate of the costs of the installation. Upon confirmation by the *Consumer* that the installation is to proceed, the *Consumer* shall make the communications link described in Section 4.2 available before NBHDL will commence any work on the installation.

4.1.2 Metering Equipment

In addition to the requirements contained in Sections 2 and 3, *interval meter installations* will require the provision of a communications link at the metering cabinet. The link shall be a dedicated analogue phone line. The *consumer* will be responsible for the installation and ongoing monthly costs of operating the phone line. The phone line will be analogue direct dial voice quality, active 24 hours per day, and activated prior to service energization.

Existing *meter installations* being retrofitted with an *interval meter* may require upgrading of related metering equipment including the current or potential transformers. In these cases, the *interval meter* will not be installed until the required upgrades are complete.

4.1.3 Costs and Payment

Upon receipt of the estimate for the *meter installation*, the *Consumer* will remit this amount to NBHDL. Once the installation is complete, NBHDL will prepare a statement for the actual costs incurred and invoice or refund any difference.

Costs associated with maintaining the *meter installation*, excluding costs that are the responsibility of the *Consumer* as expressly provided for elsewhere in NBHDL's *Conditions of Service* will be the responsibility of NBHDL.

4.2 Non-Interval Metering:

NBHDL shall provide and install, at the *Consumer's* expense, and maintain, at NBHDL's expense, a *meter installation* for retail settlement billing purposes for each *Consumer* connected to NBHDL's *distribution system*.

5. Meter Reading

5.1 Interval Meters

5.1.1 Meter Reading Schedule

Interval meters are interrogated each business day.

5.1.2 Access to Meter Data

Interval meter data, is typically posted on the NBHDL Interval Meter Data internet site the next business day after the meter is interrogated. Access to the data is through the use of a secure personal identification number (PIN) issued by NBHDL.

Consumers who are *interval metered* and have enrolled with a *retailer* will have their *interval meter* data sent to the appropriate *retailer* via the Ontario Retail Settlement Electronic Business Transaction System in accordance with the *Ontario Energy Board's Retail Settlement Code*.

No other access to data is available.

5.2 Non – Interval Meters

5.2.1 Meter Reading Schedule

Non-interval meters are read on a monthly cycle. The Billing Department prepares an annual schedule of meter reading that averages a 30 day read cycle.

The meter reading schedule is updated on a monthly basis to reflect any deviations and their reason.

5.2.2 Missed and Unobtainable Reads

An estimate report shall be prepared for each reading cycle, of all accounts which have been estimated two or more times. Estimate reads that could not be obtained will have an appointment arranged with the *Consumer*.

5.2.3 Access to Meter Data

Consumers who have enrolled with a *retailer* will have their data sent to the appropriate *retailer* via the Ontario Retail Settlement Electronic Business Transaction System in accordance with the *Ontario Energy Board's Retail Settlement Code*.

Meter data will be posted on the NBHDL internet site the business day after the billing date for which the data is valid. Access to the data is through the use of a secure personal identification number (PIN) issued by NBHDL.

6. Final Meter Reading

6.1 Termination of Contract for Distribution Service

NBHDL will be read the meter on the date of contract termination if it is a regular working day, else the first regular working day following.

6.2 Switch to Retailer Supply or Switch in Retailer Supply

In all cases, the final read date will be the next scheduled read date following the end of any contest or blackout periods as described in the *Retail Settlement Code* for *Consumer* enrollment with a *retailer*.

6.3 Return to Standard Supply Service

In all cases, the final read date will be the next scheduled read date following the end of any blackout periods as described in the *Retail Settlement Code*.

7. Faulty Registration of Meters:

Revenue metering data shall be checked for reasonableness by NBHDL before being passed on to the settlement system. If the data does not satisfy preset validation criteria, a trouble call shall be issued to resolve any potential

measurement problems and estimated data shall be provisionally substituted for the suspect data until the trouble call is resolved.

If resolution of the trouble call confirms a problem with the revenue metering, the estimated data shall be edited as required then passed on to the rest of the settlement process.

If the revenue metering data is confirmed to be correct, the estimate shall be manually undone. On other occasions the data may have to be manually adjusted for other reasons.

7.1 Interval Meters:

This section applies to revenue metering data collected by the MV90 data collection system used by the Contractor providing NBHDL *interval meter* reading services for use in settlement of retail transactions in NBHDL's licenced service area.

The meter in any of these installations transmits the data to be validated. The general methodology for validating the data is by comparing it to data previously gathered. Data previously gathered is often referred to as historical data.

When metering data fails validation, NBHDL must estimate and fill the resulting gap. If a *Consumer* is unsatisfied with the estimate produced by NBHDL, the *Consumer* is required to participate in NBHDL's meter data dispute resolution process. If still not satisfied, the *Consumer* has the right to ask *Measurement Canada* to resolve the dispute.

The validation criteria are based on the historical load pattern and alarms from the meter.

The values specified below are based on operating experience and shall be used for data validation.

7.1.1 Validation Requirements

The following list of checks and criteria shall be considered by NBHDL for validation of data collected from the meter:

1. Meter Readings Vs. Load Profile Type M
2. Intervals Found Vs. Intervals Expected
3. Time Tolerance

4. Number of Power Outage Intervals
5. Missing Intervals
6. Hi Limit on Interval Demand
7. Hi Limit on Energy
8. CRC/ROM/RAM Checksum
9. Meter Clock Overflow
10. Hardware Reset
11. Time Reset
12. Data Overflow on Interval
13. Comparison to Previous Day
14. Zero Interval Tolerance
15. Number of Channels
16. Changed Device ID

This list will occasionally be adjusted by NBHDL.

7.1.2 Estimating:

Should validation indicate that data from the meter might be incorrect, the MV90 software will automatically prepare a provisional estimate. The estimate shall be prepared based on the historical load pattern.

7.1.2.1 Gaps One Hour or Less

The data in channels 1, 2, 3, and 4 shall be estimated using linear interpolation. A straight line, joining the *demand* reading at the beginning of the interval to the *demand* reading at the end of the interval, shall be used to estimate the *demands* in the intervening intervals.

7.1.2.2 Gaps Over One Hour

The gap will have a start and stop time and a day type: weekday, weekend, and holiday. The *energy* data for the three previous comparable periods (start and stop times and day type match) shall be compared.

If the meter has not been installed long enough, three comparable periods may not be found. In this case, NBHDL shall contact the *Consumer* for information upon which an estimate may be based.

If the installation is a *Consumer's*, the maximum *energy* shall be used as the basis of standard MV90 load shape scaling.

Where a *generation facility* is lacking alternate or check metering, the minimum *energy* shall be used as the basis of standard MV90 load shape scaling if the *Consumer* can prove that the *generator* was in production during the period. Otherwise the estimate shall be zero.

7.1.3 Editing

7.1.3.1 Background

Manual substitution and scaling routines shall be used for editing. Editing may be required when the trouble call process determines the cause and resolution of the problem.

Occasionally a *meter installation*, even though it is otherwise operating normally, may provide incorrect data owing to events such as power system switching or application of mobile *emergency back-up*. Manual editing would then be required to revise the incorrect data.

7.1.3.2 No Reliable Data Available

If the data from the meter is incorrect or unobtainable, NBHDL's Meter Department shall either:

- a) Provide an adjustment factor that truly reflects the actual transaction, or
- b) Ask the Billing Department to prepare an estimate based on historical data.

The submission of an adjustment shall consist of;

- i) A multiplier; and/or an optional additive constant;
- ii) The specific period to which the adjustment applies; and
- iii) Documentation supporting the adjustment.

NBHDL shall retain the documentation of the adjustment to support audit requests that may be initiated by the Consumer.

7.1.3.3 Problem Repaired

If the Meter Department is able to repair the problem while on site, and chooses to submit an adjustment, the adjustment shall be based on “as-found” and “as-left” readings.

The adjustment factor shall be confirmed by comparison with an independent measurement made or available on site, such as panel metering, SCADA, performance metering, cross phase readings taken from test links supplied by protective relaying instrument transformers, or a primary clip-on ammeter reading.

7.1.3.4 Problem Not Yet Repaired

If the problem will be resolved within time lines specified in the *Ontario Energy Board’s Retail Settlement Code* and data can still be obtained from the main, the Meter Department may provide an adjustment factor to be applied to the metering data collected.

The Manager – Technical Services, shall approve all edit adjustments.

7.2 Non-Interval Meters

This section applies to revenue metering data collected by the handheld data collection system used by the Contractor providing NBHDL meter reading services for use in settlement of retail transactions in NBHDL’s licensed service area.

The meter in any of these installations is manually read and the data entered into a handheld data recorder and validated. A request read file is generated in the utility billing system for the cycle reads to be obtained (a “DCI” file). Once the cycle reads have been obtained and validated, a read data file is created to return the meter reading data to the utility billing system (a “DCO” file). The general methodology for validating the data is by comparing it to data previously gathered.

The data is also validated by the CIS billing system when it is uploaded from the Itron system.

When metering data fails validation, NBHDL must estimate and fill the resulting gap. If a *Consumer* is unsatisfied with the estimate produced by NBHDL, the *Consumer* is required to participate in NBHDL's meter data dispute resolution process. If still not satisfied, the *Consumer* has the right to ask *Measurement Canada* to resolve the dispute.

The validation criteria are based on the historical load pattern.

The values specified below are based on operating experience and shall be used for data validation.

7.2.1 Validation Requirements

The following list of checks and criteria shall be considered by NBHDL for validation of data collected from the meter:

Handheld Variance

HI1

LO1

HI2

LO2

Should validation indicate that the meter reading might be incorrect, the following actions will be taken:

a) HI1/LO1 Fail:

The meter reader will verify the meter dial the handheld has identified, and accept the reading.

b) HI2/LO2 Fail:

The meter reader will re-enter the meter number to verify the location is correct, re-enter the meter reading to verify the first read entry was correct,

capture the meter register in a digital image and accept the reading.

When the meter reading route is completed, a free form survey of all readings failing validation will be made to verify that a digital image was taken and that the reading is correct.

7.2.2 Estimating & Editing

Should validation indicate that data from the meter might be incorrect, a provisional estimate shall be prepared. The estimate shall be prepared based on the historical load pattern.

8. Meter Data Dispute Resolution

8.1 Meter Data Complaints

Upon receiving a high bill complaint, the *Consumer's* account is to be reviewed by a Customer Service Representative to identify the areas of concern. Should reviewing the existing billing history fail to resolve the problem to the *Consumer's* satisfaction, a trouble call will be issued.

A *residential service Consumer* may have the option of having a check meter installed in series with the existing meter depending on their service configuration. The check meter is to be installed for a minimum of one week. The Meter Technician will review the findings and report them to the Customer Service Representative for discussion with the *Consumer*. The *Consumer* will be billed the meter dispute charge as shown in NBHDL COS-500 Appendix Q "Schedule of Rates and Charges", if the check meter readings are within 5% of the existing meter readings.

8.2 Dispute Testing

Should a *Consumer* be dissatisfied with the results of the metering data complaints resolution process, the meter can be removed and sent to *Measurement Canada* for dispute testing. The dispute test is subject to a service charge as detailed in NBHDL's schedule of approved rates and charges. The *Consumer* will be contacted by *Measurement Canada* and informed of the time, location and date of testing. A Government Inspector will conduct testing and the results forwarded directly to the *Consumer*. The *Consumer* has 90 days to appeal the results of the test.

Installations containing current or voltage transformers must be tested by *Measurement Canada* on site (known as 'in-situ testing') prior to NBHDL

personnel removing the meter. Once the in-situ test has been completed, the meter can be removed and sent to *Measurement Canada* for testing. The *Consumer* will be notified of the time, location and date of the test and will be forwarded the results directly.

Following a test, meters with correct registration returned to NBHDL will not be placed in services until the end of the 90-day *Consumer* appeal period.

In the event a meter fails testing, the service charge will be waived and a billing adjustment will be prepared by NBHDL and sent to *Measurement Canada* for approval prior to adjusting the *Consumer's* account.

----- End of Document -----

North Bay Hydro Distribution Limited Conditions of Service	Number: NBHDLCOS – 240 – 01 Issue Date: June, 2006
Tariffs and Charges Service Connection	Review Date: November, 2008

1. Preamble

Charges for *connection* and *distribution services* are made as set out in the Schedule of Rates available from North Bay Hydro Distribution Limited (NBHDL) and/or elsewhere in these *Conditions of Service*. The Schedule of *Ontario Energy Board* Approved Rates is shown in Appendix "Q", Schedule of Rates and Charges. Any revisions to *OEB* approved *rates* shall be published in major local newspapers. Other *rate* changes may be provided by published notice at the direction of the *OEB*. Information about changes may also be mailed to all *Consumers* with the first billing issued at revised *rates*.

2. Consumers Switching to Retailer

There are no physical *distribution system* differences between *Standard Supply Service (SSS) Consumers* and third party *retailers'* customers for delivery of *energy* supply. Both *Consumer/customer energy* supplies are delivered through NBHDL with the same *distribution system*. Therefore, all *electrical service* requirements applicable to the *SSS Consumers* are applicable to third party *retailers'* customers. Basic and Variable Connection Fees are outlined in NBHDLCOS-500, Appendix C, Connection Fees.

3. Service Deposits and Agreements

Where an *Applicant* proposes the development of premises that require NBHDL to place orders for equipment for a specific project and before actual construction begins, the *Applicant* is required to sign the necessary *Distribution Service Agreement* and furnish a suitable deposit before such equipment is ordered by NBHDL.

An irrevocable (standby) letter of credit or a letter of guarantee from a chartered bank, trust company or credit union is acceptable in lieu of a cash deposit.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 240 – 02</p> <p>Issue Date: July, 2007</p>
<p>Tariffs and Charges</p> <p>Energy Supply, Delivery and Regulatory Charges</p>	<p>Review Date: November, 2008</p>

1. Preamble

The *Ontario Energy Board's (OEB) Retail Settlement Code* and *Standard Supply Service Code* lay out rules and regulations for providing *energy*. This Section outlines the North Bay Hydro Distribution Limited (NBHDL) processes for various types of *energy* supply.

2. Standard Service Supply

All existing NBHDL *Consumers* are *Standard Supply Service (SSS) Consumers* until NBHDL is informed and they are switched to a third party *retailer*. The *Consumer* or the *Consumer's* authorized *retailer* must make the Service Transfer Request (STR). All *OEB* approved *rates* for delivery and regulatory charges to *SSS Consumers* are listed in Appendix "Q" Schedule of Rates and Charges. Charges for *energy* are in accordance with *OEB* approved prices.

3. Retailer Supply

Consumers transferring from *SSS* to a third party *retailer* shall comply with the STR requirements as outlined in 10.5 through 10.5.6 of the *Retail Settlement Code*.

All requests shall be submitted as electronic file and transmitted through the Ontario Retail Settlement Electronic Business Transaction System. The STR shall contain information as set out in section 10.3 of the *Retail Settlement Code*.

If the information is incomplete, NBHDL shall notify the submitting party about the specific deficiencies and await a reply before proceeding to process the transfer.

All *OEB* approved *rates* for the administration of the delivery of *energy* and regulatory charges to *retailer* customers are listed in Appendix "Q", Schedule of Rates and Charges.

4. Power Factor Correction

The reference to “per kW” for demand billed *consumers*, in the Schedule of Rates and Charges, is adjusted for a Power Factor of less than 90%. The billing demand is adjusted for poor Power Factor where kVA metering is installed. The greater of either 90% of kVA or kW is used as the billing demand to calculate the *consumer’s* bill.

Billing demand is also used to determine *consumer* rate classification. It is based on a simple arithmetic average of the last twelve months billing demand, calculated annually.

5. Wheeling of Energy

All *Persons* considering delivery of *energy* through, but not into, NBHDL’s *distribution system* are required to contact NBHDL for technical requirements, applicable tariffs, and *Settlement Agreement*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 240 – 03</p> <p>Issue Date: July, 2007</p>
<p>Security Deposits</p>	<p>Review Date: November 2008</p>

1. Preamble:

Subject to Section 2.4 of the *Ontario Energy Board Distribution System Code*, a *distributor* may use any risk mitigation options available under law to manage *Consumer* non-payment risk. A *distributor* shall not discriminate among *Consumers* with similar risk profiles or risk related factors, except where expressly permitted under the *OEB DSC*.

2. Policy:

2.1 Any existing *Consumer* who does not have a good payment history with North Bay Hydro Distribution Limited (NBHDL) will be required to pay a *security deposit*. Good payment history is defined in Section 7 below.

2.2 All *residential service* and *general service Consumers* returned to *Standard Supply Service* due to payment defaults to *retailers* or settlement payment default by a *retailer* will be required to pay a *security deposit* to NBHDL.

3. Administration of Security Deposits:

3.1 *Consumer security deposits* shall be reviewed at least once in a calendar year to determine if an adjustment is required. If the *security deposit* is to be adjusted upward, the additional amount is required when the *Consumer's* next bill comes due.

3.2 *Security deposits*, plus accrued interest, will be credited to the *Consumer's* account after one year, providing the *Consumer* has established a good payment history in accordance with Section 7.

3.3 All amounts held on deposit, including interest, will be applied to the final bill on termination of distribution services.

-
- 3.4 *Security deposits* shall be requested in writing to the *Consumer* advising the amount and the specific reasons for requiring the *security deposit*.
 - 3.5 In the case of a *Consumer* in a >5000Kw demand rate class, where a good payment history has been established, only 50% of the *security deposit* will be returned.
 - 3.6 Acceptable forms of deposit payment are cash, cheque, MasterCard, VISA, debit card, or an automatically renewing irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46.
 - 3.7 *Security deposits* shall be collected in up to four equal monthly installment payments.
 - 3.8 *Security deposits* will be subject to normal collection procedures, including *disconnection*

4. Amount of Deposit:

4.1 Consumers On Standard Supply Service

4.1.1 Residential Consumers:

- 4.1.1.1 *Residential service Consumer security deposits* will be based on two and a half times average monthly usage during the most recent twelve consecutive months within the past two years, times *distribution services rates* and *wholesale settlement rates*. If twelve consecutive months history is not available, it will be based on a reasonable estimate by NBHDL.
- 4.1.1.2 When a *Consumer* has a payment history which discloses more than one disconnection notice in a relevant twelve month period, the highest actual usage will be used.
- 4.1.1.3 *Consumers* who join the Pre-Authorized Payment Plans offered by NBHDL may have their *security deposit* amounts reduced by 1/3 of the requested amount, to a minimum of \$100.00.

4.1.2 General Service Consumers:

4.1.2.1 Same as *residential service Consumers* 4.1.1.1 above, except *General Service Consumers* < 50 Kw are subject to a minimum deposit of \$300.

4.1.2.2 For *Consumers* in rate class >50Kw who have a credit rating from a recognized credit rating agency, the maximum amount of the *security deposit* will be reduced according to the following table:

<u>Credit Rating (or equivalent)</u>	<u>Equifax Equivalent</u>	<u>Allowable Reduction in Deposit</u>
AAA- and above	<10	100%
AA-, AA, AA+		95%
A-, A, A+		85%
BBB-, BBB, BBB+	10 - 19	75%
Below BBB-	>19	0%

4.1.2.3 Other *security deposits* will be calculated in accordance with NBHDL COS-500 Appendix "R", The Calculation of Deposit Requirements.

4.1.2.4 *Consumers* who join the Pre-Authorized Payment Plans offered by NBHDL may have their *security deposit* amounts reduced by 1/3 of the requested amount.

4.2 Consumers On Choice With Retailer
Distributor Consolidated Billing

The amount of *security deposit* for both *residential service* and *general service Consumers* will be calculated as in Section 4.1

4.3 Consumers On Choice With Retailer
Retailer Consolidated Billing

No *security deposit* shall be taken from the *Consumer*.

5. Interest on Deposits:

5.1 Security Deposits:

Interest is based on Bank of Canada prime rate less 2.0% and will accrue monthly. The interest rate will be updated at least quarterly and apply only to cash or cheque *security deposits*, upon receipt of total *security deposit*. The calculated interest will be credited to the customers account on an annual basis.

6. Exemptions:

- 6.1 Federal, Provincial, and Municipal Governments shall be exempt from the *security deposit* requirement.
- 6.2 *Consumers* who have previously established a good payment history with NBHDL will be exempt from the *security deposit* requirement.
- 6.3 A Letter of Reference of a good payment history for *Consumers* will be acceptable from other Canadian electricity or gas *distributors*.
- 6.4 Proof of satisfactory credit history from a recognized Ontario based credit agency. This will be arranged by the *Consumer*, at the *Consumer's* cost.

7. Good Payment History

- 7.1 A *Consumer* is deemed to have good payment history unless:
- more than one preauthorized payment has been returned,
 - more than one returned cheque for insufficient funds,
 - they had a disconnection/collect trip, or
 - more than one disconnection notice has been issued.
- 7.2 The time period for determining a good payment history is:
- One year for *residential service Consumers*
 - Five years for a *general service Consumers* in a <50Kw demand rate class
 - Seven years for all other *Consumers*
 - The most recent period of time, with some of it in the previous 24 months

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 240 – 04</p> <p>Issue Date: June, 2006</p>
<p>Tariffs and Charges</p> <p>Billing</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) has established a billing method and billing cycles to provide *Consumers* with *distribution services* through *Standard Supply Service* or through a third party *retailer*, per the rules and regulations laid out in the *Ontario Energy Board's Retail Settlement Code (OEB RSC)*.

2. Billing Cycle

NBHDL issues bills to its *Consumers* on a monthly basis. Regular and estimated (if required) billings for the use of *energy* and *distribution services* will be based on either a metered rate, or a flat rate, as determined by NBHDL.

Metered *Consumers* have their meters read once per month at a previously determined schedule. See NBHDLCOS-500, Appendix S, Planned Billing Schedule.

All *interval metered Consumers* are read daily and billed on a calendar month.

The remaining *Consumers* are divided into billing cycles and each cycle is read and billed at roughly the same time each month.

3. Settlement Costs

The competitive, and non-competitive, settlement costs are calculated according to the *RSC* Sections 3 and 4. The settlement options, as outlined in Section 7 of the *RSC* are: retailer consolidated billing, distributor consolidated billing, split billing (when determined by the *OEB*), and *Standard Supply Service* billing.

4. Aggregated Billing

NBHDL will not provide aggregated billing.

5. Disputes

The *Consumer* may dispute charges shown on the *Consumer's* bill, or other matters, by contacting and advising NBHDL of the reason for the dispute. NBHDL will promptly investigate all disputes and advise the *Consumer* of the results. For formal disputes, the dispute process outlined in NBHDL COS 180 – 00 will be followed.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 240 – 05</p> <p>Issue Date: July, 2007</p>
<p>Tariffs and Charges Payments</p>	<p>Review Date: November, 2008</p>

1. Preamble

North Bay Hydro Distribution Limited (NBHDL) has established payment methods to provide the *Consumer* with *distribution services*, and *wholesale settlement rates* through *Standard Supply Service*, or through a third party *retailer* as per the rules and regulations laid out in the *Ontario Energy Board's (OEB) Retail Settlements Code (RSC)*.

2. Payments and Late Payment Charges

Bills are rendered for *distribution services*, and *wholesale settlement rates* to the *Consumer* on a monthly basis. Bills are payable in full by the due date, otherwise, overdue interest will apply. Interest will be applied per month at the *rate* stated in NBHDLCOS-500 Appendix Q, Schedule of Rates and Charges. Where a partial payment has been made by the *Consumer* on or before the due date, the interest charge will apply only to the amount of the bill outstanding on the due date. In the event of partial payment by a *Consumer*, payments shall be allocated to the *wholesale settlement costs* first, and then to *distribution services* costs.

Payments will be accepted in the form of legal tender as defined in the Currency Act, Chapter C-52 (Canada), in the currency of Canada, a personal or business cheque or direct deposit through a bank listed in Schedule I or II of the Bank Act (Canada), Visa or MasterCard credit card, debit card, preauthorized payment, or money order.

NBHDL also offers an Equal Payment Plan that allows *Consumers* to normally pay the same amount over eleven months, with reconciliation in the twelfth month. See *Conditions of Service* Section NBHDLCOS-310-01, Consumer Specific - Residential for details of this plan.

Outstanding bills are subject to the collection process and may ultimately lead to *disconnection* of *distribution services*. *Distribution services* will be restored once satisfactory payment has been made. *Disconnection* of *distribution services* does not relieve the *Consumer* of the liability for arrears. NBHDL shall not be liable for any damage on the *Consumer's* premises resulting from such *disconnection* of *distribution services*. A *disconnect/reconnect* charge will apply where the service has

been *disconnected* due to non-payment. *OEB* approved charges for collection notices and *disconnect/reconnect* are shown in NBHDL COS-500 Appendix Q, Schedule of Rates and Charges.

3. Pre-Authorized Payment

NBHDL also offers a Pre-Authorized Payment (PAP) plan. The PAP plan allows *Consumer* payments to be automatically withdrawn from the *Consumer's* bank account on their due date. A *Consumer* wishing to be put on the PAP plan must complete an authorization form, which is available from NBHDL. See NBHDL COS-500 Appendix T, Pre-authorized Payment Plan.

4. Other Charges

Consumers will pay special charges and deposits, on request, which may arise from a variety of conditions. These charges are approved by the *OEB* and are shown in NBHDL COS-500 Appendix Q, Schedule of Rates and Charges. The other charges are:

Account Set-up/Change of Occupancy - When a new account has to be established, or a change of occupancy occurs, a charge will be applied to the *Consumer's* account. Credit Agency costs will be borne by the *Consumer*.

Legal Letter Charge - When a lawyer requests information on easements, arrears, rental equipment for a property, a letter will be supplied for a service fee.

Returned Cheque - The *Consumer* will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques, plus bank charges.

Collection of Account Charge - When an arrears notice is generated on an account for delinquency a service charge will be added to the next bill of the consumer.

Disconnect/Reconnect Charges - If *distribution services* are *disconnected* to a *Consumer* for non-payment, and payment has been received according to NBHDL COS 220 - 01, the *distribution services* will be reconnected and a service charge will apply. The amount of the service charge will depend on when the *distribution services* were reconnected (during regular business hours or after regular business hours)

Dispute Meter Test - If a *Consumer* disputes the accuracy of the meter, the dispute process outlined in NBHDL COS 230 – 07 Section 8 will be followed. A service charge will apply. The amount of the charge is different, depending on the type of *meter installation*. *Measurement Canada* fees are extra.

Special Meter Reads – If a *Consumer* requests a meter reading at a time when the regular meter reading would not take place, a charge will apply.

Non-Payment of Account: Late Payment Interest Rate – If a *Consumer* does not pay their account in full by the due date, interest will be applied to the unpaid balance, compounded monthly.

Service Call For *Consumer* Owned Equipment – If a *Consumer* requires a visit because of a situation with their own equipment, a charge will apply.

Specific Charge For Access to Poles – if a *Consumer*, or any other *Person*, attaches anything to a NBHDL pole, a charge will apply.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 250 – 00</p> <p>Issue Date: July, 2007</p>
<p>Consumer Information</p>	<p>Review Date: November, 2008</p>

1. Preamble

Consumers and *retailers* have certain rights regarding access to current and historical usage information and related data. The *Ontario Energy Board's (OEB) Retail Settlement Code*, Chapter 11, outlines the obligations of *distributors* in providing access to such information. A processing fee in accordance with the *OEB's Electricity Distribution Rate Handbook*, Chapter 11, Section 11.2.5, will apply.

This section of North Bay Hydro Distribution Limited's (NBHDL) *Conditions of Service* describes the provision of any other information.

The *Conditions of Service* includes reference to information subject to privacy regulations and load profile information. Any process for handling requests for information, outside of the requirements of the *Retail Settlement Code*, are detailed in this section.

2. Third Party Request

A third party, who is not a *retailer*, may request historical usage information with the written authorization of the *Consumer* to provide their historical usage information. The information to be provided will be what is readily available to a maximum of 24 months. NBHDL will charge a fee for this service.

3. Aggregated Information

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

4. List of Retailers

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

5. Request Response or Referral

Upon receiving an inquiry from a *Consumer* connected to its *distribution system*, NBHDL will either respond to the inquiry if it deals with its own *distribution services*, or provide the *Consumer* with contact information for the entity responsible for the item of inquiry, in accordance with Chapter 7 of the *Retail Settlement Code*. The information to be provided will be what is readily available to a maximum of 24 months. NBHDL will charge a fee for this service.

6. Embedded Distributor

An *embedded distributor* that receives *energy* from NBHDL shall provide load forecasts or any other information related to the *embedded distributor's* system load to NBHDL, as determined and required by NBHDL. NBHDL shall not require any information from another *distributor* unless it is required for the safe and reliable operation of either's *distribution system* or to meet a *distributor's* licence obligations.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 300 – 00</p> <p>Issue Date: July, 2007</p>
<p>Classifications Based On Service Size</p>	<p>Review Date: November, 2008</p>

1. Preamble

Consumers are to be classified by their *electrical service* size and by the type of *Consumer*. The following classifications are the defined by North Bay Hydro Distribution Limited (NBHDL).

2. Residential

All services supplied to single-family dwelling units for domestic or household purposes shall be classified as *residential service*.

3. General Service

All services other than those designated as *residential service*, *municipal street lighting service*, and *sentinel lighting service*. This includes combination type services where a variety of uses are made of the same service by the *Consumer* (eg. *general service* less than 50kVa combined with *residential service*).

Subclasses would be:

- Billing *Demand* less than 50kVa
(100A @ 120/208V; 100A @ 120/240V, 60A @ 347/600V)
- Billing *Demand* 50kVa, up to 3000kVa
(1600A @ 120/208V; 600A @ 347/600V; 600A @ 120/240V)
- Billing *Demand* greater than 3000kVa, up to 5000kVa
(greater than 1600A @ 120/208V, greater than 600A @ 347/600V)

For new installations, *demand* sizing is based on the main switch size in amps converted to kVa.

4. Street Lighting

All service supplied to any electrical street lighting equipment owned by, or operated for, the City of North Bay that is used to illuminate roadways and sidewalks, etc. The street light equipment is not metered, and they turn on and off by photoelectric cells.

5. Sentinel Lighting

At a cost to the service provider, NBHDL will only install new sentinel lights and a *connection* where it is metered.

6. Billing Demand

Where a *Consumer's* metered *demand* exceeds 50kW, the billing *demand* shall be the greater of the monthly maximum measured kilowatt (kW) demand or 90% of the monthly maximum measured kilovolt-ampere (kVa) *demand*. Anywhere *demand* is stated, billing demand is to be interpreted.

A *general service consumer's* average 12 month billing *demand*, reviewed at the end of each year, will be the basis for determining the *Consumer's* rate class or subclass.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 310 – 01</p> <p>Issue Date: July, 2007</p>
<p>Residential</p>	<p>Review Date: November, 2008</p>

1. Preamble

This section covers all items that apply specifically to residential *Consumers* not covered under any other section of the North Bay Hydro Distribution Limited's (NBHDL) *Conditions of Service*.

2. Definition

See NBHDLCOS – 300 – 00, Classification Based On Service Size.

3. Site Information

The *Consumer* shall supply the following to NBHDL three months in advance of the planned *connection* date:

- Required *connection* date
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in NBHDL Engineering Standards.

4. Demarcation Points and Fees

Refer to Conditions of Service NBHDLCOS-210-01 "Building That Lies Along", and NBHDLCOS-500 Appendices B and C for point of demarcation, standard allowance and connection fees for *residential services*.

5. Overhead Services

5.1 Overhead Secondary Services Fed From NBHDL Distribution System

5.1.1 Minimum Requirements

All secondary services fed from the NBHDL *distribution system* will be owned, operated, and maintained by NBHDL up to the *ownership demarcation point*.

See NBHDL Engineering Standards.

5.1.2 Services Over Swimming Pools

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

Where a new swimming pool is to be installed, and it is necessary to relocate any electrical conductors located directly over the proposed pool location, the relocation is at the expense of the *Owner/Consumer*.

Where overhead service conductors are in place over an existing swimming pool, NBHDL will provide up to 30 metres of overhead service conductors, at no charge, to allow rerouting of the service. The *person* who owns the *building* or property, or the *Consumer*, will pay any other costs.

5.2 Consumer Owned Overhead Primary Services

The *Consumer* or *Consumer's* electrical contractor will supply, install, and maintain poles, primary cables, secondary cables and all poleline hardware to *Electrical Safety Authority* specifications. The poleline must be inspected by the *Electrical Safety Authority* prior to *connection*.

The transformer will be owned, operated, and maintained by NBHDL. *Connections* of the *Consumer* owned overhead primary to NBHDL's *distribution system*, *connection* of the NBHDL transformer to the *Consumer* owned overhead primary, and *connection* of the *Consumer* owned secondary service to the NBHDL transformer must be made by NBHDL.

Refer to NBHDL COS-500 Appendices B and C for applicable charges.

See NBHDL Engineering Standards.

6. Underground Services

6.1 Installation and Ownership Options for Underground Secondary Services

6.1.1 Any Trenching on City of North Bay Property

If the new underground service (connection assets) from NBHDL's *distribution system* to the *Consumer's electrical service* requires trenching on the City of North Bay's property then the entire service must be installed by NBHDL. The service will be owned, operated, and maintained by NBHDL.

6.1.2 Trenching on Private Property Only

If the new underground service (connection assets) from NBHDL's *distribution system* to the *Consumer's electrical service* does not require trenching on the City of North Bay's property then the *Consumer* has the following options:

- a) An underground service owned, operated, and maintained by NBHDL: entire installation by NBHDL.
- b) An underground service owned, operated, and maintained by NBHDL with the civil work (trenching, installation of duct & string) by *Consumer* or *Consumer's* electrical contractor in accordance to NBHDL's current specifications and standards. See NBHDL Engineering Standards. This option will require the *Consumer* or the *Consumer's* electrical contractor to contact NBHDL for an inspection of the trench prior to backfilling. NBHDL will provide one inspection free of charge. Charges to the *Consumer* may be levied if more visits are required. The underground cable will be installed by NBHDL.
- c) An underground service owned, operated, and maintained by the *Consumer* with the entire installation by the *Consumer* or *Consumer's* electrical contractor. This option will require that the service is installed to the *Electrical Safety Authority's* standards. It will also require that the service be inspected by the *Electrical Safety Authority* prior to *connection*.

Refer to NBHDL COS-500 Appendices B and C for applicable charges.

6.2 Underground Secondary Services in Subdivision

6.2.1 Any Trenching on City of North Bay Property

If the new underground service (connection assets) is being installed from the secondary lugs on the NBHDL transformer or a secondary junction box, located on City of North Bay property, to the *Consumer's electrical service*, then the service must be installed by NBHDL. The service will be owned, operated, and maintained by NBHDL.

6.2.2 Trenching on Private Property Only

If the new underground service (connection assets) is being installed from a secondary splice post (service already extended from the transformer secondary lugs to *Consumer's* property line) then the *Consumer* has the following options:

- a) An underground service owned, operated, and maintained by NBHDL: entire installation by NBHDL
- b) An underground service owned, operated, and maintained by NBHDL with the civil work (trenching, installation of duct & string) by *Consumer* or *Consumer's* electrical contractor in accordance to NBHDL's current specifications and standards. See NBHDL Engineering Standards. This option will require the *Consumer* or the *Consumer's* electrical contractor to contact NBHDL for an inspection of the trench prior to backfilling. NBHDL will provide one inspection free of charge. Charges to the *Consumer* may be levied if more visits are required. The underground cable will be installed by NBHDL

Refer to NBHDL COS-500 Appendices B and C for applicable charges.

6.3 Consumer Owned Underground Primary Services

The *Consumer* or *Consumer's* electrical contractor will supply, install, and maintain primary cable, pad, ducts, grounding and all secondary cables. NBHDL, or a NBHDL approved contractor will install *Consumer* supplied terminations on the primary cables and make *connection* to the NBHDL owned transformer and to the fused switch at the NBHDL owned pole. NBHDL, or a NBHDL approved contractor will *connect* secondary cables to the NBHDL owned transformer. The *Consumer* will be responsible to ensure the availability of spare primary terminations in case of emergency. Installation must be inspected and approved by the *Electrical Safety Authority* and NBHDL prior to *connection*.

Refer to NBHDL COS-500 Appendices B and C for applicable charges.

See NBHDL Engineering Standards.

7. Relocation of Service

If the *Consumer* requests an established overhead or underground service to be relocated due to construction of *buildings* or other reasons, the *Consumer* will bear the full cost of relocation of service.

8. Miscellaneous

The *Consumer* shall pay for any necessary road crossings.

The trench route or pole line route must be approved by NBHDL and is to follow the route indicated on the electrical drawing supplied by NBHDL. Any deviation from this route must be approved by NBHDL. The *Consumer* will be responsible for NBHDL's costs associated with re-design and inspection services due to changes or deviations initiated by the *Consumer* or their agent.

The *Consumer* will assure the provision for the *electrical service, connection assets and meter installation*, all comply with NBHDL's specifications.

Where there are other services to be installed (e.g. gas, telephone, and cable) these shall be coordinated to avoid conflict with NBHDL's underground cables.

It is the responsibility of the *Consumer*, or their contractor, to obtain approvals from all of the utility companies (including NBHDL) before digging.

It is the responsibility of the *Consumer* to contact NBHDL to inspect each trench prior to the installation of NBHDL's underground cables.

The *Consumer* shall provide unimpeded access for NBHDL to install the service.

The *Consumer* shall ensure that any intended tree planting has appropriate clearance from underground or overhead electrical plant.

9. Equal Payment Plan

The Equal Payment Plan is offered to residential *Consumers* of NBHDL, not signed with a *retailer*. A *Consumer* choosing the Equal Payment Plan must also be put on the Pre-authorized Payment Plan, see NBHDL COS-240-05 Section 3. The monthly Equal Payment Plan amount billed is withdrawn from an authorized financial institution and payable on the due date.

This amount is calculated based on previous consumption or based on an estimate. The account balance must be at zero before joining the Equal Payment Plan. The equal payment amount is billed for eleven months and reconciled in the twelfth month.

Account balance may be reviewed quarterly and adjustments may be made if necessary to reflect credit or debit balances.

The Equal Payment Plan balances may be reconciled in the anniversary month.

See NBHDL COS-500 Appendix V, Residential Payment Plan Options and Credit Authorization.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 320 – 01</p> <p>Issue Date: July, 2007</p>
<p>General Service</p> <p>Less than 50kW</p>	<p>Review Date: November, 2008</p>

1. Preamble

This section pertains specifically to *general service Consumers* with a billing *demand* of less than 50 kW. North Bay Hydro Distribution Limited's (NBHDL) specific *Conditions of Service* for this class of *Consumer*, which are not covered under any other section, are specified in this section.

2. Definition

See NBHDLCOS – 300 – 00, Classification Based On Service Size.

3. Site Information

The *Consumer* shall supply the following to NBHDL three months in advance of the planned *connection* date:

- Required *connection* date
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in NBHDL Engineering Standards.

4. Civil Infrastructure and Underground Service Requirements

See NBHDL Engineering Standards.

When effecting changes, the *Consumer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of NBHDL Engineering Standards.

5. Maintenance

NBHDL is responsible for the maintenance and repairs to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Consumer's building*.

6. Refurbishment

NBHDL will undertake the necessary programs to maintain and enhance its *distribution system* at its expense. In the event that the *electrical service* to a *Consumer* needs to be restored as a result of these construction or maintenance activities by NBHDL, they will be restored to an equivalent condition.

In addition, NBHDL may carry out the necessary construction and *enhancement* work to maintain existing *distribution services* by providing standard overhead or underground temporary *connection assets* to *Consumers* affected by NBHDL's construction activities. If a *Consumer* requests special construction beyond the normal NBHDL standard in accordance with the program, the *Consumer* shall pay the additional cost, including engineering and administration fees.

Refer to Appendices "B" and "C" for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

7. Electrical Requirements

See NBHDL Engineering Standards.

8. Electrical Room Requirements (as applicable)

See NBHDL Engineering Standards.

9. Temporary Services

Temporary services may be supplied overhead or underground, at NBHDL's discretion. The *Consumer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to NBHDL's *distribution system*. Payment of those costs must be made in advance. *Temporary services* must not exceed 12-months without re-inspection by the *Electrical Safety Authority* and renewal by NBHDL.

Subject to the requirements of NBHDL, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Consumer*.

See NBHDL Engineering Standards.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 330 – 01</p> <p>Issue Date: July, 2007</p>
<p>General Service 50kW to 3000kW</p>	<p>Review Date: November, 2008</p>

1. Preamble

This section pertains specifically to *general service Consumers* with a billing *demand* from 50 kW to 3000kW. North Bay Hydro Distribution Limited's (NBHDL) specific *Conditions of Service* for this class of *Consumer*, which are not covered under any other section, are specified in this section.

2. Definition

See NBHDLCOS – 300 – 00, Classification Based On Service Size.

3. Site Information

The *Consumer* shall supply the following to NBHDL three months in advance of the planned *connection* date:

- Required *connection* date
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in NBHDL Engineering Standards.

4. Civil Infrastructure and Underground Service Requirements

See NBHDL Engineering Standards.

When effecting changes, the *Consumer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of NBHDL Engineering Standards.

5. Maintenance

NBHDL is responsible for the maintenance and repairs to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Consumer's building*.

6. Refurbishment

NBHDL will undertake the necessary programs to maintain and enhance its *distribution system* at its expense. In the event that the *electrical service* to a *Consumer* needs to be restored as a result of these construction or maintenance activities by NBHDL, they will be restored to an equivalent condition.

In addition, NBHDL may carry out the necessary construction and *enhancement* work to maintain existing *distribution services* by providing standard overhead or underground temporary *connection assets* to *Consumers* affected by NBHDL's construction activities. If a *Consumer* requests special construction beyond the normal NBHDL standard in accordance with the program, the *Consumer* shall pay the additional cost, including engineering and administration fees.

Refer to Appendices "B" and "C" for Point of Demarcation, Standard Allowance and Connection Fees for General Service.

7. Electrical Requirements

Where the size of the *Consumer's electrical service* warrants, the *Consumer*, or the *person* who owns the *building*, will be required to provide facilities and an *electrical room*, vault, or pad, on its *private property* and an easement as required (i.e. on the premises to be served), acceptable to NBHDL, to house the necessary transformer(s) and/or switching equipment. NBHDL will provide planning details upon application for service.

NBHDL will supply, install and maintain the transformation equipment on a pad.

The *person* who owns the *building* shall identify each *Consumer's* metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker. The electrical room shall be visibly identified from the outside.

8. Electrical Room Requirements (as applicable)

See NBHDL Engineering Standards.

9. Technical Consideration

See NBHDL Engineering Standards.

10. Temporary Services

Temporary services may be supplied overhead or underground, at NBHDL's discretion. The *Consumer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to NBHDL's *distribution system*. Payment of those costs must be made in advance. *Temporary services* must not exceed 12-months without re-inspection by the *Electrical Safety Authority* and renewal by NBHDL.

Subject to the requirements of NBHDL, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Consumer*.

See NBHDL Engineering Standards.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 340 – 01</p> <p>Issue Date: July, 2007</p>
<p>General Service 3001kW to 5000 kW</p>	<p>Review Date: November, 2008</p>

1. Preamble

This section pertains specifically to *general service Consumers* with a billing *demand* of 3001kW to 5000kW. North Bay Hydro Distribution Limited's (NBHDL) specific *Conditions of Service* for this class of *Consumer*, which are not covered under any other section, are specified in this section.

2. Definition

See NBHDLCOS – 300 – 00, Classification Based On Service Size.

3. Site Information

The *Consumer* shall supply the following to NBHDL three months in advance of the planned *connection date*:

- Required *connection date*
- Proposed *electrical service's* rated capacity (amperes) and voltage ratings and *meter installation* requirements
- Proposed *demand* details in kW (Winter and Summer)
- Survey plan and site plan indicating the proposed location of the *electrical service* with respect to public rights-of-way and lot lines.
- Information as specified in NBHDL Engineering Standards.

4. Civil Infrastructure and Underground Service Requirements

See NBHDL Engineering Standards.

When effecting changes, the *Consumer* shall maintain sufficient clearances between the *electrical service* and *buildings* and other permanent structures to meet the requirements of NBHDL Engineering Standards.

5. Maintenance

NBHDL is responsible for the maintenance and repairs to the *ownership demarcation point*, **but not** the *electrical room* or any other civil structure that forms part, or is part of the *Consumer's building*.

6. Electrical Requirements

Where a sub-transmission service is provided to a *Consumer-owned substation*, the *Consumer* shall install and maintain such equipment in accordance with all applicable laws, codes, regulations, and NBHDL's requirements for high voltage installations. NBHDL will provide planning details upon application for service.

Consumer-owned substations are a collection of transformers and switchgear located in a suitable room or enclosure owned and maintained by the *Consumer*, and supplied by a primary voltage of 44kV or 22kV.

All high voltage *distribution services* are 44kV or 22kV, three-phase, three wire.

NBHDL will provide *Consumer* interface details and requirements for high voltage supplies.

It is recommended that a *Consumer* transformer installation has terminal pole specifications and voltage taps in their primary windings as shown in NBHDL Engineering Standards.

Consumer-owned substations must be inspected by both the *Electrical Safety Authority* and NBHDL. The owner will provide a pre-service inspection report to NBHDL. A contractor acceptable to NBHDL will prepare the certified report to NBHDL.

To facilitate and encourage the maintenance of this equipment, NBHDL will provide one *disconnect* annually, at no charge. This no-charge service would be scheduled during NBHDL's normal business hours, Monday to Friday, and is not necessarily guaranteed. NBHDL will charge *Consumers* for *disconnects* arranged at times other than outlined above. See NBHDL Engineering Standards.

7. Electrical Room Requirements

See NBHDL Engineering Standards.

8. Technical Considerations

See NBHDL Engineering Standards.

9. Temporary Services

Temporary services may be supplied overhead or underground, at NBHDL's discretion. The *Consumer* will be responsible for all associated costs for **the installation and removal** of *connection assets* required for a *temporary service* to NBHDL's *distribution system*. Payment of those costs must be made in advance. *Temporary services* must not exceed 12-months without re-inspection by the *Electrical Safety Authority* and renewal by NBHDL.

Subject to the requirements of NBHDL, a *connection* will be made after receipt of a 'Connection Authorization' from the *Electrical Safety Authority*, a signed *Distribution Services Agreement*, and a deposit from the *Consumer*.

See NBHDL Engineering Standards.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 350 – 01</p> <p>Issue Date: July, 2007</p>
<p>Embedded Generation</p>	<p>Review Date: November, 2008</p>

1. Preamble

This section pertains specifically to *generators with embedded generation facilities* in North Bay Hydro Distribution Limited's (NBHDL) service area. This section outlines items which are not covered under any other section.

2. Embedded Generation Connection - General

All *generators with embedded generation facilities* shall execute a *Connection Agreement* and, if required, a *Settlement Agreement and/or a MSP Agreement* with NBHDL. Refer to the sample in NBHDLCOS-500 Appendices K and L. *Generators with embedded generation facilities* connected to NBHDL's *distribution system* prior to the date of these *Conditions of Service* shall, subject to any agreement between the *generator with an embedded generation facility* and NBHDL otherwise, execute a *Connection Agreement* with NBHDL.

In accordance with NBHDLCOS-210-07 and NBHDLCOS-220-01 of these *Conditions of Service*, NBHDL shall not *connect any embedded generation facility* where there is not an executed *Connection Agreement* and, if required, an *MSP Agreement*.

The *Connection Agreement* will be maintained by NBHDL. The *Connection Agreement* will comply with the *OEB DSC Appendix E*, see NBHDLCOS-500 Appendix K. There are three different *Connection Agreements* based on the size of the embedded generator: Large ($\geq 10\text{MW}$); Small and Midsized ($\leq 10\text{MW}$ and $\geq 10\text{kW}$); and Micro ($\leq 10\text{kW}$).

NBHDL shall not allow *generators with an embedded generation facility connections* directly to the *distribution system* in a manner that may materially adversely impact power quality, reliability, efficiency, or the safety of *Consumers* or NBHDL's personnel.

When technical alternatives to *connecting* to NBHDL's *distribution system* do not exist and the *connection* of an *embedded generation facility* will not impact the safety of the *Consumers* or NBHDL's personnel, or the reliability of the *distribution*

system, NBHDL may at its sole discretion consider the connection of the *embedded generation facility*. The *generators with embedded generation facilities* shall be responsible for all costs associated with NBHDL performing studies and developing plans for risk mitigation that are to the satisfaction of NBHDL. NBHDL will not charge for the preparation of an offer to connect for a *micro-embedded load displacement generation facility*.

3. Connection Process

The connection process varies based on the size of the proposed *embedded generation facility*. The *OEB DSC* Appendix F.1 contains the process and a corresponding flow chart for each size of a proposed *embedded generation facility*. An *applicant* must complete a Generator Study Agreement, see NBHDL COS-500 Appendix H, and a Generator Connection Application, see NBHDL COS-500 Appendix X. NBHDL will provide the necessary information, and offers, in the time frames stipulated in the appropriate section shown below.

- For a Micro *generation facility* (≤ 10 kW) see *OEB DSC* Appendix F.1.1
- For a Small *generation facility* (≤ 500 kW connected at < 15 kV, or ≤ 1 MW connected at ≥ 15 kV) see *OEB DSC* Appendix F.1.2
- For a Mid-Sized *generation facility* (≤ 10 MW but > 500 kW connected at < 15 kV, or ≤ 10 MW but ≥ 1 MW connected at ≥ 15 kV) see *OEB DSC* Appendix F.1.3
- For a Large *generation facility* (≥ 10 MW) see *OEB DSC* Appendix F.1.4

Applications for the connection of Small, Mid-Sized and Large *generation facilities* will be placed in a queue on a first-come, first served basis. The queuing process shall conform to the *OEB DSC* Section 6.2.4.1. Applications for the connection of a Micro *generation facility* will be processed when received and in accordance with the *OEB DSC* Sections 6.2.6 and 6.2.7.

Additional information may be required for proposed net metering generation facilities. There is a maximum cumulative generation capacity available in NBHDL's service area for net metering generation facilities; therefore the number of net metering generation facilities will be limited.

4. General Technical Information Requirements

All *generators with embedded generation facilities* shall provide NBHDL with the following documentation to ensure that the *distribution system* is adequately protected from potential damage or increased operating costs resulting from the *connection* of the *embedded generation facility*:

- (a) for *micro-embedded load displacement generation facility* (<10Kw) supply information as stated in *OEB DSC* Appendix F.1.1 Steps 3 and 4;
- (b) for *small embedded generation facility* (>10Kw and <500Kw) supply information as stated in *OEB DSC* Appendix F.1.2 Steps 3, 4 and 5;
- (c) for *mid-sized embedded generation facility* (>500Kw and <10Mw) supply information as stated in *OEB DSC* Appendix F.1.3 Steps 3, 4 and 5; and
- (d) for *large embedded generation facility* (>10Mw) supply information as stated in *OEB DSC* Appendix F.1.4 Steps 3, 4 and 5.

All documentation and studies outlined above will be analyzed and approved by NBHDL, and these costs shall be borne by the *generator* with the *embedded generation facility*, unless otherwise stated in the *OEB DSC* Appendix F.

The *embedded generation facilities* must also meet the technical requirements as identified in the *Connection Agreement* and the *OEB DSC* Appendix F.2 Technical Requirements.

Generators with *embedded generation facilities* connected to the *distribution system* prior to the date of these *Conditions of Service* shall submit the above-referenced technical information to NBHDL.

5. Interface Protection and Isolating Devices

The *generators* with *embedded generation facilities* shall supply, install, own, and maintain an interface protection that minimizes the frequency and severity of disturbances on the *distribution system* and the impact on other *Consumers*. The interface protection shall be capable of automatically isolating the *embedded generation facility* from the *distribution system* in the following situations:

- (a) internal faults within the *embedded generation facility*;
- (b) external faults in the *distribution system*; and
- (c) abnormal system conditions, including, but not limited to open phase and islanding, over/under voltage and over/under frequency.

The *generators* with *embedded generation facilities* shall supply, install, own, and maintain a disconnecting device at the connection point with the *distribution system* for the purpose of isolating the *embedded generation facility* in case of *emergency* and for work protection. The disconnecting device shall:

- (a) be located at or near to the *ownership demarcation point of connection* of the *embedded generation facility* to the *distribution system*, and must be readily accessible;
- (b) provide a visible indication of the open main current-carrying path that isolates the *embedded generation facility* from the *distribution system*;

- (c) have a three-pole gang operated switch mechanism suitable for load break operations at rated load. (Subject to NBHDL's prior written approval, Single Phase *embedded generating facilities* may use single pole switches or openers);
- (d) meet *Ontario Electrical Safety Code* requirements;
- (e) be rated for maximum fault current available at that location on the *distribution system*;
- (f) be lockable in the open position;
- (g) be suitable for safe operation under the conditions of use; and
- (h) have an interlock, which will prevent back-feed in the event of an outage on the *distribution system*.

These devices must be operated at least once a year, unless specified otherwise in the *Connection Agreement*, and the verification report of the operation of the devices shall be retained by the *generator with embedded generation facilities* and shall be provided to NBHDL upon request.

6. Metering for Embedded Generation Facilities

The *meter installation* shall be installed at the *ownership demarcation point* of the *embedded generation facility* to the *distribution system*. At NBHDL's discretion, secondary metering will be installed and applicable loss factors will be applied to the generation output in accordance with the loss factors applied for retail settlements and billing.

The *generators with embedded generation facilities* shall install a *four-quadrant interval meter* in accordance with the *Distribution System Code* and NBHDL's standard metering requirements. The *generators with embedded generation facilities* shall provide NBHDL with the technical details of the *meter installation*.

Generators with embedded generation facilities over 500kW or wholesale market participants shall install an *IESO approved meter installation*, and it shall be maintained by an *IESO registered meter service provider* approved by NBHDL. All costs associated with an *IESO meter installation* shall be borne by the *generator with embedded generation facility*.

A *generator with embedded generation facilities* that may, at any time, deliver energy to the *distribution system* shall be responsible for the ownership, installation and maintenance (using a registered *meter service provider*), of an approved *IESO meter installation*.

Settlement for *net metering generation facilities* will be in accordance with the *OEB DSC* Section 6.7.3. Refer to the sample in NBHDL COS-500 Appendix P.

Embedded generation facilities that receive energy e.g. for station use or back-up supply, shall be placed in the appropriate *rate* class and billed for the *energy* consumed.

7. Transformers

Any step-up transformation equipment required to step-up the *embedded generation facility's* output voltage to the primary voltage of NBHDL's *distribution system* shall be supplied, installed, owned and maintained by the *generator* with the *embedded generation facility*.

For *Consumers connected* to the *distribution system* that wish to install an *embedded generation facility* with a total installed generation capacity of less than 10 kW, NBHDL may, at its sole discretion, permit the *embedded generation facility* to be *connected* through NBHDL's existing transformer. In such cases, the *generator* with the *embedded generation facility* shall be responsible for any and all damage to the NBHDL *distribution system* caused by the operation of the *embedded generation facility*.

8. Maintenance Schedules

Generators with embedded generation facilities must implement and adhere to a regular scheduled maintenance plan to assure both NBHDL and the *generator* with the *embedded generation facility* that the connection devices, protection and control systems are maintained in good working order. The provisions of said maintenance plan are to be listed in the *Connection Agreement*.

NBHDL, in its sole discretion, may request to witness the re-verification of any protections that could adversely impact the *distribution system*. The *generator* with the *embedded generation facility* shall pay for the re-verification and provide NBHDL a copy of the report giving the results of the re-verification of the protections.

9. Reporting Requirements

All *generators with small, mid-sized and large embedded generation facilities* shall report any significant event to NBHDL within 5 business days. The *Connection Agreement* may include a list of events deemed significant and provide a standard report format.

The *generator* with the *embedded generation facility* shall keep a written log of the operation of its protections that result in the tripping of its interrupting devices. On request, the *generator* with the *embedded generation facility* must provide a copy of the log to NBHDL. The log shall contain, at a minimum, the following information:

- (a) date and time of event/operation of protections;
- (b) which relay or protection feature of the relay initiated the trip;

- (c) conditions and unit output at the time of the trip that may be related to the operation (e.g. Lightning, outage of feeder etc.)

10. Capital Contribution

When NBHDL is required to do an *expansion* or *enhancement* to the *distribution system* to *connect* an *embedded generation facility* (an “Expansion”), NBHDL will perform an economic evaluation to determine the *generator’s* share of the present value of the projected capital costs and ongoing maintenance costs of the Expansion (the “Expansion Costs”). NBHDL will use the Discounted Cash Flow Model and assume that future revenue and avoided costs will be zero. See also NBHDL COS-210-00.

11. Compliance

All equipment of *generators* with *embedded generation facilities* must meet, at a minimum, NBHDL requirements, *Electrical Safety Authority* requirements, and the *OEB DSC Appendix F.2 Technical Requirements*.

NBHDL may require that the equipment deemed non-compliant be brought into actual compliance at the *generator* with *embedded generation facility’s* expense with NBHDL’s performance requirements within a timeframe established by NBHDL. This applies at NBHDL’s sole discretion, where there is:

- (a) a material deterioration of the *distribution system* reliability resulting from the performance of the *generator* with *embedded generation facility’s* equipment; or
- (b) a material negative impacts on the power quality of an existing or a new *Consumer* resulting from the performance of the equipment at the *embedded generation facility*; or
- (c) a material increase in generating capacity at the site where the equipment deemed compliant is located.

12. Disconnection of Embedded Generation Facility

If the *generator* with *embedded generation facilities* is not in compliance in accordance with Section 10 above, or the conditions required in the *Connection Agreement*, it may be subject to *disconnection*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 360 – 01</p> <p>Issue Date: April, 2007</p>
<p>Embedded Market Participant</p>	<p>Review Date: November, 2008</p>

1. Preamble

An embedded market participant, or *embedded wholesale Consumer*, is a *Consumer* who is registered as a market participant with the *IESO* and whose facility is not directly connected to the *IESO-controlled grid* but is connected to a *distribution system*.

2. Embedded Market Participant (effective as of Open Access)

All *embedded wholesale Consumers* within the *service area* of North Bay Hydro Distribution Limited (NBHDL), once approved by the *IESO*, are required to inform NBHDL of their approved status, in writing.

A *Distribution Services Agreement* and a *Settlement Agreement* will be required between an *embedded wholesale Consumer* and NBHDL.

An *embedded wholesale Consumer* will be responsible for the ownership, installation and maintenance of the *meter installation* and contracting the services of a *meter service provider*. Responsibility for an existing *meter installation* will transfer from NBHDL to the *embedded wholesale Consumer* on the meter seal expiry date.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 370 – 01</p> <p>Issue Date: April, 2007</p>
<p>Embedded Distributor</p>	<p>Review Date: November, 2008</p>

1. Preamble

An *embedded distributor* is a *distributor* who is not a *wholesale market participant* and that is provided electricity by a *host distributor*.

2. Embedded Distributor (effective as of Open Access)

The terms and conditions applicable to the *connection* of an *embedded distributor* shall be included in a *Distribution Services Agreement* and *Settlement Agreement* with North Bay Hydro Distribution Limited (NBHDL).

3. Long Term Load Transfer

It is NBHDL’s intention to transfer, or *connect*, all existing long term *load transfer Consumers* from or to its *distribution system* before January 31, 2009. No new long term *load transfer Consumers* will be *connected* to NBHDL’s *distribution system*. However, NBHDL will consider short term *load transfer connections* provided that the requesting *distributor* (as that term is defined in the *Electricity Act*) or the *Consumer* enter into an agreement, on terms satisfactory to NBHDL prior to the *connection*.

----- End of Document -----

<p>North Bay Hydro Distribution Limited</p> <p>Conditions of Service</p>	<p>Number: NBHDLCOS – 380 – 01</p> <p>Issue Date: April, 2007</p>
<p>Un-metered Connections</p>	<p>Review Date: November, 2008</p>

1. Preamble

Unmetered *connections* are *un-metered loads* that do not have a *meter installation* directly connected to the *Consumer's electrical service*. The *energy* usage is estimated.

2. Unmetered Connections

There are instances where *connections* can be provided without a *meter installation*. These loads are generally small in size and consistent in magnitude of *demand*. North Bay Hydro Distribution Limited (NBHDL) reserves the right to review all cases and may request a *meter installation* be installed, at its sole discretion.

Consumers that may be *unmetered load* include, but are not limited to, cable TV amplifiers, telephone switching devices, phone booths, bus shelters, railway crossing signals, traffic signals, or other small fixed loads. The method of billing will be based on estimated usage, or estimated *demand*.

All *unmetered loads* fall under the *general service, municipal street lighting service* or *sentinel lighting service*.

The *Consumer* shall provide the necessary technical information so NBHDL may calculate usage or *demand*.

Unmetered loads may include the following:

Street Lighting

The *energy* consumption for *municipal street lighting service* is estimated based on NBHDL's profile for street lighting, which provides the amount of time each month that the street lights are operating. The *energy* charge is based on installed *demand*.

NBHDL must approve the location of new street lighting installations on its line poles and the street light owner must enter into a *Distribution Services*

Agreement to use such poles. NBHDL will make the *electrical service connection* of all street lights to the *distribution system*. The *electrical service connection* costs shall be borne by the street light owner.

Decorative Lighting

Charges for part time, or decorative, seasonal lighting shall include an *energy* charge calculated at dollars/kWh/month. Minimum billing will be for one month (Dollars per kWh x # of fixtures x billing).

Sentinel Lighting

The *energy* consumption for *sentinel lighting service* is estimated based on NBHDL's profile for sentinel lighting *demand*, which provides the amount of time each month that the sentinel lights are operating. The *energy* charge is based on installed *demand*. The preferred method for a *Consumer* requiring new *sentinel lighting service* is to make sure that it is connected to the load side of their *meter installation*.

----- End of Document -----

<p style="text-align: center;">North Bay Hydro Distribution Limited</p> <p style="text-align: center;">Conditions of Service</p>	<p>Number: NBHDLCOS – 400 – 00</p> <p>Issue Date: July, 2007</p>
<p style="text-align: center;">Glossary of Terms</p>	<p>Review Date: November 2008</p>

1. Preamble

These North Bay Hydro Distribution Limited (NBHDL) *Conditions of Service* documents contain a variety of terms that may need to be defined in the context of this document. This Section defines those terms.

2. Source for definitions:

A	Electricity Act, 1998, Schedule A, Section 2, Definitions
MR	Market Rules for the Independent Electricity System Operator (<i>IESO</i>), Chapter 11, Definitions
TDL	Transitional Distribution License, Part I, Definitions
TTL	Transitional Transmission License, Part I, Definitions
DSC	Distribution System Code Definitions
SSS	Standard Supply Service Code Definitions
ARC	Affiliate Relationship code Definitions
RSC	Retail Settlement Code Definitions
OEB	Ontario Energy Board Act, 1998

After each of the defined terms listed below, the Act, Rule, or Code where the term is also defined is listed. Where the definition in the Act, Rule or Code is different from the one in this Glossary, the word “modified” follows. Any differences are minor in nature, and do not present an ambiguity. Only the term “*Applicant*” has a completely different definition in this Glossary from the definition shown in the *IESO’s Market Rules*. The definitions contained in these *Conditions of Service* will prevail, if there is a conflict with any other document.

3. Defined Terms

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

“*Applicant*” means a *person* who has made or is making an application for *distribution service*; (not MR)

“*building*” means a *building*, portion of a *building*, structure or facility; (RSC)

“*Canadian Standards Association*” or “*CSA*” means the not-for-profit membership-based association serving business, industry, government and consumers in Canada and the global marketplace, who’s head office is in Mississauga, Ontario.

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

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

“*Connection Agreement*” means the written agreement entered into between NBHDL and an *embedded generator* connected to its *distribution system* that delineates the conditions of the *connection* and delivery of *energy* from that *connection*;

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

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

“*Consumer-owned substation*” means a facility located on *private property* owned, operated and maintained by the *Consumer*. The facility will have at least one transformer with a high side voltage of either 44KV or 22KV, isolating switches, fuses, lightning arrestors, secondary switches, appropriate structures, fencing, and may have capacitors. The equipment will be installed and operated in accordance with the *Ontario Electrical Safety Code* published by the *ESA*.

“*demand*” means the *rate* at which electric *energy* is delivered to or by a system or part of a system, generally expressed in kilowatts or megawatts at a given instant or averaged over any designated interval of time; (MR)

“*developer*” means a *person* or *persons* owning, or acting on behalf of an owner(s) of, property for which new or modified *electrical services* are to be installed;

“*disconnection* or *disconnect*” means a deactivation of *connection assets* or *electrical service* that results in cessation of *distribution services* to a *Consumer*; (DSC)

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

“*distribution services*” means services related to the distribution of electricity and the services the *OEB* has required *distributors* to carry out, for which a charge or *rate* has been approved by the *OEB*, under section 78 of the *Ontario Energy Board Act*; (RSC, DSC, TDL modified)

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

“*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 *Consumers* and the *connection* assets used to connect an *Applicant* to the main *distribution system*; (A, MR, TDL, DSC, *OEB*, SSS modified, RSC, ARC modified)

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

“*distributor*” means a *person* who owns or operates a *distribution system*; (A, MR, TDL, DSC, *OEB*, SSS modified, RSC, ARC)

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

“*electrical room*” means an isolated room or enclosure, with outside access, built to applicable codes to house associated electrical equipment such as *meter installation* equipment, *Consumer’s electrical service*, transformer, etc.

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

“*electrical service*” means the *Consumer’s* conductors and equipment for delivery of *distribution services* from NBHDL;

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

“*embedded generation facility*” means a *generation facility* which is not directly connected to the *IESO-controlled grid* but instead is connected to a *distribution system*; (DSC, MR modified)

“*embedded load displacement generation facility*” means an *embedded generation facility* connected to the customer side of the revenue meter where the *generation facility* does not inject electricity into the *distribution system* for the purpose of sale; (DSC)

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

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

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

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

“*energy diversion*” means the unaccounted for use of *distribution services* that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue metering or meter tampering;

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

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

“*extreme operating conditions*” means *extreme operating conditions* as defined in the *Canadian Standards Association (“CSA”) Standard CAN3-C235-83* (latest edition);

“*four-quadrant interval meter*” means an *interval meter* that records power injected into a *distribution system* and the amount of electricity consumed by the *Customer*; (DSC)

“*general service*” means any service supplied to premises other than those designated as *residential service*, *Municipal Street Lighting*, or *sentinel lighting service*. This includes multi-unit residential establishments such as *apartment buildings* metered through one service;

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

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

“*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 judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. *Good utility practice* is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America; (MR, DSC)

“*host distributor*” means the registered *wholesale market participant distributor* who provides electricity to an *embedded distributor*; (RSC, DSC modified)

“*IEEE*” means Institute of Electrical and Electronics Engineers;

“*IESO*” means the Independent Electricity System Operator established under the *Electricity Act*; (A, TDL, DSC, OEB, MR, RSC, SSS)

“*IESO-controlled grid*” means the *transmission systems* with respect to which, pursuant to agreements, the *IESO* has authority to direct operation; (A, TDL, DSC, MR, OEB, RSC)

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

“*large embedded generation facility*” means an *embedded generation facility* with a name-plate rated capacity of 10MW or more; (DSC)

“*load transfer*” means a network supply point of one *distributor* that is supplied through the distribution network of another *distributor* and where this supply point is not considered a wholesale supply or bulk sale point; (DSC, RSC, modified)

“*load transfer Consumer*” means a *Consumer* that is provided *distribution services* through a *load transfer*; (DSC)

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

“*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; (DSC)

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

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

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

“*micro-embedded load displacement generation facility*” means an *embedded load displacement generation facility* with a name-plate rated capacity of 10kW or less; (DSC)

“*mid-sized embedded generation facility*” means an *embedded generation facility* with a name-plate rated capacity of less than 10 MW and:

- (a) more than 500kW in the case of a facility connected to a less than 15kV line; and
 - (b) more than 1 MW in the case of a facility connected to a 15kV or greater line;
- (DSC)

“*MSP Agreement*” means the written agreement between NBHDL and an *embedded generator*, which outlines the terms and conditions for providing *meter installation services*;

“*municipal street lighting*” means all services supplied to street lighting equipment owned, controlled and/or operated by a municipal corporation;

“*normal operating conditions*” means the operating conditions comply with the standards set by the *Canadian Standards Association* (“CSA”) Standard CAN3-C235-83 (latest edition);

“*Ontario Electrical Safety Code*” means the publication put out by the *Electrical Safety Authority* which is comprised of the CSA Standard C22.1-02, Canadian Electrical Code Part I, Safety Standard, For Electrical Installations, and Ontario Amendments to the Canadian Electrical Code Part I C22.1-02.

“*Ontario Energy Board*” or “*OEB*” means the *Ontario Energy Board*; (A, TDL, DSC, ARC, RSC, SSS, OEB)

“*Ontario Energy Board Act*” means the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B; (MR, DSC)

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

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

“*performance guarantee*” means a guarantee provided by the *developer* or *Applicant*, in an amount to be determined by NBHDL but not to exceed the expansion capital costs stated in the Offer to Connect, in order to ensure that the underlying legal obligation, Construction Subdivision Agreement, will be fulfilled and consequently there will be no loss to NBHDL in the event that the *developer* or *Applicant* defaults on the construction of the *expansion* facilities based on the plans submitted by the *developer* or *Applicant* on which the Offer to Connect was based.

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

“*private property*” means the property beyond the existing public street allowances;

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

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

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

“*residential service*” means a service which is less than 50kW supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy.

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

“*retailer*” means a *person* who *retails* electricity; (A, MR, TDL, DSC, SSS modified, RSC, *OEB*)

“*security deposit*” means an amount and type of security requirement on a *Consumer* depending upon the *distributor’s* assessment of the *Consumer’s* likely risk of non-payment.

“*sentinel lighting service*” means all services supplied to sentinel lighting equipment owned, controlled and/or operated by NBHDL;

“*service agreement*” means the agreement that sets out the relationship between a licensed *retailer* and a *distributor*, in accordance with the provisions of Chapter 12 of the *Retail Settlement Code*; (RSC)

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

“*service date*” means the date that the *Applicant* and NBHDL mutually agree upon to begin the supply of *distribution services* by NBHDL;

“*Settlement Agreement*” means the written agreement between NBHDL and an *embedded distributor* or *embedded generator* which outlines the terms and conditions for settling and paying for the delivery of electricity from and/or to NBHDL;

“*small embedded generation facility*” means an *embedded generation facility* which is not a *micro-embedded generation facility* with a name-plate rated capacity of 500 kW or less in the case of a facility connected to a less than 15 kV line and 1 MW or less in the case of a facility connected to a 15 kV or greater line; (DSC)

“*standard supply service*” or “SSS” means the service approved by the *OEB* which, among other things, establishes the minimum conditions that a *distributor* must meet in carrying out its obligations to sell electricity under section 29 of the *Electricity Act*; (RSC, SSS)

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

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

“*temporary service*” means *distribution services* granted temporarily, to a maximum of 12 months, for such purposes as construction, real estate sales, trailers, et cetera;

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

“transmission system” means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose; (A, MR, TDL, DSC, RSC, ARC modified, OEB)

“Transmission System Code” means the code, approved by the OEB, that is in force at the relevant time, which regulates the financial and information obligations of the *Transmitter* with respect to its relationship with *Customers*, as well as establishing the standards for *connection* of *Customers* to, and *expansion* of a *transmission system*; (DSC)

“transmitter” means a *person* who owns or operates a *transmission system*; (A, MR, TDL, DSC, OEB, ARC, RSC)

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

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

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

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NORTH BAY HYDRO DISTRIBUTION LIMITED

Mapping of Terms Index

CONDITIONS OF SERVICE

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<p align="center">Corporate Contacts</p>	<p>Review Date: December 2009</p>

Hours of Operation

For general enquiries, North Bay Hydro Distribution Limited (NBHDL) can be contacted during normal business hours except on public holidays (Monday to Friday between 8:30am and 4:30pm) at (705) 474-8100. For anyone who wishes to contact NBHDL by fax, the general fax number is (705) 474-8579.

In the event of an Emergency, 24 hours per day, NBHDL, or its agents, can be contacted by phone at (705) 474-8100.

Corporate Office

Personal visits and/or mail may be delivered to the following corporate address of NBHDL:

North Bay Hydro Distribution Limited
74 Commerce Crescent
North Bay, Ontario, P1B 8G4

The corporate mailing address of NBHDL is:

North Bay Hydro Distribution Limited
74 Commerce Crescent
P. O. Box 3240
North Bay ON P1B 8Y5

Officers

Mr. John Krieg, Chair
Mr. Todd Wilcox, Chief Operating Officer

APPENDIX 'B'
Demarcation Points & Charges for Connection Assets

Residential – Overhead Services

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead Secondary Service (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer lugs or secondary bus	Top of <i>Consumer's</i> service mast.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Overhead Secondary Service (Consumer owned, operated, & maintained)	From Consumer owned poleline - 1 st pole on consumer property or consumer pole with NBHDL transformer	Attachment on 1 st Consumer pole or Secondary side of transformer (Transformer owned by NBHDL)	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
*Overhead Primary Service (Consumer owned, operated, & maintained)	From NBHDL distribution system – 12.5/7.2kV or 4.16/2.4kV tap	Load side of primary fused disconnect switch or attachment on first Consumer owned pole. (Transformer owned by NBHDL)	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

*The first span of primary from NBHDL distribution system to the first consumer owned pole will be owned, operated and maintained by NBHDL.

Residential – Underground Services

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground Secondary Service (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer lugs or secondary bus	Line side of individual <i>residential service</i> meter base.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Secondary Service (Consumer owned, operated, & maintained)	1 st pole on consumer property or NBHDL owned secondary junction box on consumer property or NBHDL transformer on consumer property	Attachment on 1 st Consumer pole or line side of secondary junction box or secondary lugs of transformer (Transformer and/or junction box owned by NBHDL)	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Primary Service (NBHDL owned, operated, & maintained) Multi Dwelling Unit	From NBHDL Distribution system – 12.5/7.2kV or 4.16/2.4kV U/G tap, depending on availability	Secondary bushings of NBHDL padmount transformer	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Primary Service (Consumer owned, operated, & maintained)	From NBHDL distribution system – 12.5/7.2kV or 4.16/2.4kV U/G tap, depending on availability	Load side of primary fused disconnect switch (Padmount Transformer owned by NBHDL)	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

Residential – Subdivision Agreement

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground Secondary Service (NBHDL owned, operated, & maintained)	From **Splice Post (secondary already extended from Padmount transformer to individual property line)	Line side of individual <i>residential service</i> U/G meter base.	Equivalent credit for up to 30m O/H service line from Distributor's supply pole or lines, transformation equipment based on Class average consumption and installation.	See Appendix C	Actual costs for <i>connection assets</i> and installation beyond Basic Connection Fee.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

**When a subdivision is built, the developer extends secondary services from the secondary side of the transformer to each individual lot in the subdivision. At each property line the secondary service is cut, taped, and buried in the ground. This spot is marked by a splice post. (4x4 or 6x6 x 6' long piece of wood with hazard identification tags)

General Service Less than 50 kW – Single Service

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead Secondary Service (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer lugs or secondary bus	Top of <i>Consumer's</i> service mast.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Secondary Service (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer secondary lugs or secondary bus	Line side of Consumer's U/G meter base or Line side of Consumer's Disconnect switch (whichever comes first)	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

General Service 50 kW to 500 kW – Single Service

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Overhead Secondary Service 200A or less (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer lugs or secondary bus	Top of <i>Consumer's</i> service mast.	None	See Appendix C	Actual costs for <i>connection assets</i> and installation	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Secondary Service 400A or less (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL transformer secondary lugs or secondary bus	Line side of Consumer's U/G meter base or Line side of Consumer's Disconnect switch (whichever comes first)	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Primary Service 400A or more (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL 12.5kV or 4.16kV U/G tap, depending on availability	Secondary bushings of NBHDL padmount transformer	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

General Service 501 kW to 5000 kW – Single Service

Service Type	Fed From	Ownership Demarcation Point	Standard Allowance	Basic Connection Fee	Variable Connection Fee	Additional Services Fee
Underground Primary Service <u>12.5kV system</u> 347/600V – 400A to 1200A 120/208V – 400A to 1600A <u>4.16kV system</u> 347/600V – 400A to 600A 120/208V – 400A to 1000A (NBHDL owned, operated, & maintained)	From NBHDL distribution system – NBHDL 12.5kV or 4.16kV U/G tap, depending on availability	Secondary bushings of NBHDL padmount transformer	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Overhead Sub-Transmission Service Anything that exceeds the above limits (Consumer owned, operated, & maintained)	From NBHDL sub-transmission system – 44kV or 22kV tap, depending on availability	Line side of Consumer's 44kV or 22kV substation terminal pole (Transformer owned by Consumer)	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL
Underground Sub-Transmission Service Anything that exceeds the above limits (Consumer owned, operated, & maintained)	From NBHDL sub-transmission system – 44kV or 22kV U/G tap, depending on availability	Line side of Consumer's 44kV or 22kV substation terminal pole or substation padmount switchgear (Transformer owned by Consumer)	None	See Appendix C	Actual costs for <i>connection assets</i> and installation.	Additional or redesign due to changes in initial proposal and associated re-inspections by NBHDL

APPENDIX 'C'
Basic Connection and Disconnection Fees

Residential – Overhead Services

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Overhead Secondary Service (NBHDL owned, operated, & maintained)	Top of <i>Consumer's</i> service mast.	\$0	Actual costs for <i>connection assets</i> and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Overhead Secondary Service (Consumer owned, operated, & maintained)	Attachment on 1 st Consumer pole or secondary side of transformer (Transformer owned by NBHDL)	\$0	Actual costs for <i>connection assets</i> and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
*Overhead Primary Service (Consumer owned, operated, & maintained)	Load side of primary fused disconnect switch or attachment on first Consumer owned pole. (Transformer owned by NBHDL)	\$0	Actual costs for <i>connection assets</i> and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

Note: rebate of \$430.00 will only be granted once per installation. (i.e. Installation of consumer owned overhead primary service & consumer owned overhead secondary service)

* - Subject to annual review

Residential – Underground Services

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Underground Secondary Service (NBHDL owned, operated, & maintained)	Line side of individual residential service meter base.	\$0	Actual costs for connection assets and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Secondary Service (Consumer owned, operated, & maintained)	Attachment on 1 st Consumer pole or line side of secondary junction box or secondary lugs of transformer (Transformer and/or junction box owned by NBHDL)	\$0	Actual costs for connection assets and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Primary Service (NBHDL owned, operated, & maintained) Multi Dwelling Unit	Secondary bushings of NBHDL padmount transformer	\$0	Actual costs for connection assets and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Primary Service (Consumer owned, operated, & maintained)	Load side of primary fused disconnect switch (Padmount Transformer owned by NBHDL)	\$0	Actual costs for connection assets and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

Note: rebate of \$430.00 will only be granted once per installation. (i.e. Installation of consumer owned overhead primary service & consumer owned overhead secondary service)

* - Subject to annual review

Residential – Subdivision Agreement

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Underground Secondary Service (NBHDL owned, operated, & maintained)	Line side of individual residential service U/G meter base.	\$0	Actual costs for connection assets and installation beyond \$430.00	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

* - Subject to annual review

General Service Less than 50 kW – Single Service

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Overhead Secondary Service (NBHDL owned, operated, & maintained)	Top of Consumer's service mast.	\$0	Actual costs for connection assets and installation, with transformation at no charge.	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Secondary Service (NBHDL owned, operated, & maintained)	Line side of Consumer's U/G meter base or Line side of Consumer's Disconnect switch (whichever comes first)	\$0	Actual costs for connection assets and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

* - Subject to annual review

General Service 50 kW to 500 kW – Single Service

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Overhead Secondary Service 200A or less (NBHDL owned, operated, & maintained)	Top of Consumer's service mast.	\$0	Actual costs for connection assets and installation, with transformation up to 250kW at no charge.	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Secondary Service 400A or less (NBHDL owned, operated, & maintained)	Line side of Consumer's U/G meter base or Line side of Consumer's Disconnect switch (whichever comes first)	\$0	Actual costs for connection assets and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Primary Service 400A or more (NBHDL owned, operated, & maintained)	Secondary bushings of NBHDL padmount transformer	\$0	Actual costs for connection assets and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

* - Subject to annual review

General Service 501 kW to 5000 kW – Single Service

Service Type	Ownership Demarcation Point	Basic Connection Fee* (for Standard Allowance)	Variable Connection Fee*	Service Disconnection Fee* (if requested by Consumer)
Underground Primary Service <u>12.5kV system</u> 347/600V – 400A to 1200A 120/208V – 400A to 1600A <u>4.16kV system</u> 347/600V – 400A to 600A 120/208V – 400A to 1000A (NBHDL owned, operated, & maintained)	Secondary bushings of NBHDL padmount transformer	\$0	Actual costs for <i>connection assets</i> and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Overhead Sub-Transmission Service Anything that exceeds the above limits (Consumer owned, operated, & maintained)	Line side of Consumer's 44kV or 22kV substation terminal pole (Transformer owned by Consumer)	\$0	Actual costs for <i>connection assets</i> and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00
Underground Sub-Transmission Service Anything that exceeds the above limits (Consumer owned, operated, & maintained)	Line side of Consumer's 44kV or 22kV substation terminal pole or substation padmount switchgear (Transformer owned by Consumer)	\$0	Actual costs for <i>connection assets</i> and installation	<u>At meter:</u> Business Hours: \$ 65.00 After Hours: \$ 165.00 <u>At pole/transformer</u> Business Hours: \$ 275.00 After Hours \$ 480.00

* - Subject to annual review



CUSTOMER SERVICE LAYOUT

DATE OF APPLICATION -

VALID UNTIL THIS DATE

SITE ADDRESS -

OWNER -

PHONE -

PROPOSED WORK -

ADDRESS -

ELECTRICIAN -

PHONE -

FAX -

CELL -

PREPARED BY -

APPROVED BY -

DATE -

DATE -

M E T E R I N G	RESIDENTIAL SERVICE <input type="checkbox"/> EXIST. QUANTITY <input type="checkbox"/> PROPOSED QUANTITY	APPROVALS FOR ADDITIONAL METERING		DATE -	
	GENERAL SERVICE <input type="checkbox"/> EXIST. QUANTITY <input type="checkbox"/> PROPOSED QUANTITY	CITY ZONING ADMINISTRATOR -			
	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> REQUIRED <input type="checkbox"/> RADIO READ REQUIRED	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> O.H. VOLTS - AMPS - PHASE -	<input type="checkbox"/> REQUIRED <input type="checkbox"/> U/G LENGTH	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> REQUIRED	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> REQUIRED TRANS. LOC. NO. - PRI. VOLTS - SEC. VOLTS -
	VOLTS - AMPS - PHASE -	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> REQUIRED	<input type="checkbox"/> EXIST. OK <input type="checkbox"/> REQUIRED	<input type="checkbox"/> A.E. <input type="checkbox"/> OTHER DEMAND -	

SERVICE ATTACHMENT POINT <input type="checkbox"/> SAME LOCATION <input type="checkbox"/> NEW LOCATION	JOINT USE <input type="checkbox"/> B.T.C.O. <input type="checkbox"/> C.A.T.V. <input type="checkbox"/> OTHER
---	--

CHARGES ACCEPTED BY: _____ DATE _____	DISTRICT UPGRADE REQ'D <input type="checkbox"/> YES <input type="checkbox"/> NO COMPLETED _____
---------------------------------------	---

SERVICE CONN. BY _____ DATE _____	L.ID NO. - _____	W.O. NO. - _____
-----------------------------------	------------------	------------------

Customer Service Contract -- Expansions

North Bay Hydro Distribution Limited (NBH)		Expansion to the Existing Distribution System as Calculated in the Economic Evaluation Model Including Connection Charges, if Applicable. Each Applicant Must Sign this Customer Service Contract -- Expansions to Cover their Share of Costs.	
74 Commerce Crescent, P. O. Box 3240			
North Bay Ontario P1B 8G4			
Tel:	705-474-8100	Fax:	705-474-8579
Application Date		Connection Date	

Section 1.0 Customer Information

Customer Name and Mailing Address		Service Location	
Tel (Home):		Fax:	911 Address
Tel (Business):		Cell:	

Section 2.0 -- Existing, New or Upgraded Service Information Customer Information

Existing		New or Upgraded		New Rate Class and Type	
Secondary or Primary		Secondary or Primary		Residential	
OH or UG		OH or UG		GS < 50 kW	
Length of Service		Length of Service		GS > 50 kW	
Service Size		Service Size		Individual	
Single or Three Phase		Single or Three Phase		Multi-Res	
Transformer Pad or OH		Transformer Pad or OH		New	
Transformer Size		Transformer Size		Upgrade	
Transformer Voltage		Transformer Voltage		Temporary	Removed
Interval Meter		Interval Meter			
Other Distribution Work	N/A	Customer Ownership		Ownership Demarcation Point	
Customer Work	N/A	Expansion Length		Operational Demarcation Point	

Section 3.0 -- Work Performed by NBH up to Ownership Demarcation Point

	Customer Cost	Description of Work
3.1 Cost of Service Wire		Net Price
3.2 Extending or adding Secondary Buss on the Road Allowance		N/A
3.3 Cost for Overhead Transformation and Associated Equipment		No Charge
3.4 Cost for Pad-Mounted Transformation and Associated Equipment		N/A
3.5 Other Costs Associated with Transformer Installation such as Grading		N/A
3.6 Metering Installation		No Charge
3.7 Connection of Primary or Secondary Service		No Charge
3.8 Application Charge		No Charge
3.9 Joint Use and/or Easement Charges		N/A
3.10 Credits such as up to 30 m of Overhead Service Wire, Transformation and Energy Meter		Included in 3.1
3.11 Other		N/A
Total Estimated Customer Cost for Section 3.0	\$0.00	

Section 4.0 -- Work Performed by NBH on Load Side of Ownership Demarcation Point

	Customer Cost	Description of Work
4.1		N/A
4.2		N/A
4.3		N/A
Total Estimated Customer Cost for Section 4.0	\$0.00	

Customer Service Contract -- Expansions

Section 1.0 Customer Information			
Customer Name and Mailing Address		Service Location	
Tel (Home):		Fax:	911 Address
Tel (Business):		Cell:	

Section 5.0 -- Other Charges Payable to NBH		
	Customer Cost	Description of Work
5.1 Specific Service Charges Approved by the Ontario Energy Board		N/A
5.2 Design Changes		N/A
5.3 Amount Owed Due to Shortfall of Variable Connection Charges or Expansion Charges from a Previous Connection and/or Expansion		N/A
5.4		
Total Estimated Customer Cost for Section 5.0	\$0.00	

Section 6.0 -- Expansion (Construction that Must be Done by NBH)		
	Customer Cost	Description of Work
6.1 Engineering Design		N/A
6.2 Material		Information Only
6.3 Labour		Information Only
6.4 Equipment		Information Only
6.5 Administrative Activities		N/A
6.6 Other		N/A
6.7 Engineering Design (Pad)		N/A
6.8 Adjustment for Economic Evaluation	\$0.00	Replaced by Section 8.0
Total Estimated Shared Customer Cost for Section 6.0	\$0.00	

Section 7.0 -- Expansion (Construction Open to Alternative Bids)		
	Customer Cost	Description of Work
7.1 Engineering Design		N/A
7.2 Material		N/A
7.3 Labour		N/A
7.4 Equipment		N/A
7.5 Administrative Activities Including Inspection		N/A
7.6 Other		N/A
7.7 Engineering Design (Pad)		N/A
7.8 Revenue Credit		N/A
Total Estimated Shared Customer Cost for Section 7.0	\$0.00	

Section 8.0 -- Authorization to Proceed with Construction by NBH (Sections 6.0 and 7.0)		
The Customer hereby Authorizes North Bay Hydro Distribution Limited To Perform Construction in Section 6.0 and All or a Portion of the Construction Described in Section 7.0 as Summarized in This Section 8.0.		
	Customer Cost	Description of Work
Section 3.0 -- Work Performed by NBH up to Ownership Demarcation Point	\$0.00	
Section 4.0 -- Work Performed by NBH on Customer-Owned Facilities	\$0.00	
Section 5.0 -- Other Charges Payable to NBH	\$0.00	
Section 6.0 -- Expansion -- Share of Construction Done by NBH	\$0.00	
Section 7.0 -- Expansion -- Share of Construction Open to Alternative Bids	\$0.00	
Total Estimated Customer Cost for Sections 3 to 7	\$0.00	
GST	\$0.00	
Expansion -- Capital Contribution As per Economic Evaluation		See Section 6.0
Deposit or Fixed Price Required (Indicate under "Description of Work")	\$0.00	

Customer Service Contract -- Expansions

Section 1.0 Customer Information				
Customer Name and Mailing Address			Service Location	
Tel (Home):		Fax:		911 Address
Tel (Business):		Cell:		

Section 9.0 -- Customer Obligations		
ESA Approval (Y/N)		The Customer Must Obtain an "Authorization to Connect" from the Electrical Safety Authority (ESA) Prior to Connection.
Site Clearing (Y/N)		The Customer Must Ensure Tree Trimming/Clearing or Vegetation Control is Performed as per North Bay Hydro Distribution Limited Specifications Prior to the Performance of Work.
Cable Locates (Y/N)		Customer to Arrange and Pay for their Own Cable Locates in Case Another Utility has Something Buried on the Property.
Expansion (Y/N)		For an Expansion the Customer will be required to Execute a Separate Agreement and Pay any Applicable Additional Costs.
Actual Costs (Y/N)		After Completion of Work, the Customer is Responsible for Costs Over and Above the Deposit or Conversely the Customer will be Refunded any Excess Amount if the Deposit Collected was too High.
Other Specify (Y/N)		Capital Contribution. Attached Schedule A Forms Part of this Connection Agreement. The Underground Secondary Service is treated as a Connection. The Service is Owned and Operated by North Bay Hydro.
Deposit or Fixed		The Customer and North Bay Hydro have agreed to Actual Costs or a Fixed Price as Noted by the Words "Deposit" or "Fixed" Immediately to the Left.

The Customer and North Bay Hydro Distribution Limited Agree that this Customer Service Contract -- Expansions when Executed by the Customer and North Bay Hydro Distribution Limited for the Work Described Herein and that the Customer Obligations Set Out in Section 9.0 Constitute the Agreement between the Customer and North Bay Hydro Distribution Limited.

The Attached **Schedule A** (Terms and Conditions for Service) Forms Part of this Connection Agreement. The Capital Contribution and will be Refunded When Additional Customers are Added Within the Five-year Connection Horizon as per the North Bay Hydro Distribution Limited Conditions of Service. This Contract Supersedes any Other Agreement Once Executed Regarding This Service Location at 250 Old Callander Road.

I (We) have the Authority to Sign this Agreement -- Print Names:	Customer Signature(s)	Date	North Bay Hydro Distribution Limited Signature:	Date

APPENDIX "F" – CONNECTION AGREEMENT (LARGE CUSTOMERS)

DISTRIBUTION SERVICES AGREEMENT LARGE CUSTOMER

Date: _____, Acct. No.: _____

As a condition of supply of the above, the undersigned agrees to accept responsibility for and payment of bills issued by NORTH BAY HYDRO DISTRIBUTION LIMITED for billed services, including late payment charges and any applicable Government taxes. The undersigned further agrees to accept the policies and procedures as set from time to time by North Bay Hydro Distribution Limited. North Bay Hydro Distribution Limited carries out regular and necessary maintenance of its distribution system assets however is unable to guarantee a continuous and constant supply of electricity due to potential unforeseen circumstances beyond its control.

EFFECTIVE DATE

LEGAL BUSINESS NAME.....OPERATING AS.....

SERVICE ADDRESS.....UNIT #.....

BUSINESS PHONE (.....)..... HEAD OFFICE PHONE (.....).....

RESIDENCE PHONE (.....).....

BILLING ADDRESS IF DIFFERENT FROM SERVICE ADDRESS.....

TOWN.....PROVINCE.....POSTAL CODE.....

TYPE OF BUSINESS.....

CORPORATE OFFICERS (AS PER REGISTRATION CERTIFICATE)/OR PARTNERS NAMES

NAME.....ADDRESS.....PHONE #.(.....).....

NAME.....ADDRESS.....PHONE#.(.....).....

INDICATE WHETHER YOU OWN OR LEASE THE BUILDING: O (OWNER).....T (TENANT)..... SQ. FOOTAGE OF UNIT/BUILDING.....

OWNERS NAME & ADDRESS (IF TENANT).....

.....

NAME OF APPLICANT.....ADDRESS.....
(PLEASE PRINT)

TOWN.....PROVINCE.....POSTAL CODE.....

SIGNATURE.....

(I have the authority to bind the Corporation)

(THIS FORM MUST BE RETURNED WITHIN 10 DAYS)

GENERAL CONDITIONS

Space and Access

The customer agrees to provide suitable space for North Bay Hydro Distributions Limited (NBHDL) meters, wires and where necessary poles, cables, transformers and all other appliances and equipment on the said premises and further agrees that no one who is not an agent of NBHDL shall be permitted to remove, inspect or tamper with same, including seals and that the properly authorized agents of NBHDL shall have reasonable access and that said premises for the purpose of reading, examining, preparing or removing their meters, wires, poles, cables, transformer and other appliances and equipment of the distributor and for the inspection of all the customer's appliances and wiring.

Responsibility for Equipment

Meter, wires, poles, cables, transformers and all other appliances and equipment of NBHDL on the said premises shall be in the care and at the risk of the customer and if destroyed by fire or any other cause whatsoever other than ordinary wear and tear, the customer shall pay to NBHDL the value of such meters, wires, pole, cables, transformers, appliances and equipment, or the cost of repairing or replacing same.

Disconnection

The customer hereby expressly authorizes and empowers NBHDL at NBHDL option to remove the meter, wires, poles, cables, transformers and all other appliances and equipment installed at NBHDL expense and discontinue the supply of electricity and terminate this agreement whenever any bills for the said service are in arrears or upon violation by the customer of any of the terms and conditions of this agreement.

Reliability

NBHDL agrees to use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the customer's responsibility to provide for the protection of his equipment. From voltage variations, transient operations and single phasing.

Condition of Service

The building must be supplied with electrical energy according to NBHDL Condition of Supply.

Binding

This agreement shall not be binding upon NBHDL until accepted by it through a designated officer and shall not be modified or affected by any promise, agreement or representation by any agent or employee of NBHDL unless incorporated in writing into this agreement before such acceptance.

Maintenance Requirements

The customer shall maintain the installation in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such times as the above requirements are complied with.

Security Deposit

NBHDL reserves the right to require security for payment of future charges.

Termination

This agreement shall continue in force until terminated by notice in writing given by either party hereto thirty days in advance of termination.

Successors

It is agreed that the signatures of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the customer from this agreement except at the option and by written consent of NBHDL.

Approval of Equipment

All electrical and mechanical equipment such as motors and welders used by the customer shall be subject to the reasonable approval of NBHDL and the customer shall so take and use the electrical energy as not to endanger the apparatus of NBHDL or cause any wide or abnormal fluctuations of its line voltage. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in accordance with NBHDL Condition of Service.

Fire of Other Casualty

In case of fire or other casualty occurs in said premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time, within said contract period, as the wiring shall have been repaired and approved by ESA.

DETAILS OF SPECIFIC OPERATIONS

1. Telephone Contacts

Either Party has the right to change the position designations and telephone numbers listed below with immediate effect at any time by written notice. Any employee of a Party with apparent authority may deliver such a notice to the other Party.

	North Bay Hydro	CUSTOMER
Operating Contacts (Real time) (Controlling Authority)		
Name:	Various	
Position:	Operations	
Location:	Operations Control Room North Bay, Ontario	North Bay, Ontario
Phone Number:	705-474-8100 Ext. 308 705-474-2927 – Hot Line	
Fax Number:	705-474-4634	
<hr/>		
Outage Planning (Pre-event)		
Name:	Paul Ridley	
Position:	Manager, Operations	
Location:	North Bay, Ontario	
Phone Number:	705-474-8100 Ext. 246	
Fax Number:	705-474-4634	
Email Address:	pridley@northbayhydro.com	
<hr/>		
Operating Performance & Customer Support (Post Event)		
Position :	Manager, Engineering	
Name:	Matt Payne	
Location:	North Bay, Ontario	
Phone Number:	705-474-8100 Ext. 259	
Fax Number:	705-474-4634	
Email Address:	mpayne@northbayhydro.com	
<hr/>		
Operations Supervisor (Real Time)		
Position:	Operations Supervisor	
Name:	Don Frederick	
Location:	North Bay, Ontario	
Phone Number:	705-474-8100 Ext. 261 705-474-8100 Ext. 246	
Fax Number:	705 474 4634	
Email Address:	dfrederick@northbayhydro.com	

Notes:

When contacting during normal business hours call North Bay Hydro Main Switchboard 705-474-8100. When contacting after hours call North Bay Hydro 705-497-5071

Contract Administration For Operating Service

	North Bay Hydro	CUSTOMER
Position:	Chief Operating Officer	
Name:	Todd Wilcox	
Location:	North Bay, Ontario	
Phone Number:	705-474-8112 Ext. 305	
Fax Number:	705-474-4634	
Email Address:	twilcox@northbayhydro.com	
Position:	Manager, Engineering	
Name:	Matt Payne	
Location:	North Bay, Ontario	
Phone Number:	705-474-8100 Ext. 259	
Fax Number:	705 474 4634	
Email Address:	mpayne@northbayhydro.com	

2. Description of Facilities

NORTH BAY HYDRO DISTRIBUTION LTD. is located in the City of North Bay in Northeastern Ontario on Lake Nipissing and is a licensed Local Distribution Customer supplying the City of North Bay.

{CUSTOMER STATION} is supplied by North Bay Hydro's distribution network. The normal point of connection is on the xxMx subtransmission circuit.

3. Ownership and Controlling Authority

A Party may change its designated Controlling Authority set out below at any time during the term of the Agreement, subject to the following conditions:

- (a) The Distributor may change its designated controlling authority only for the Distributor's owned (distribution) facilities.
- (b) CUSTOMER may change its designated controlling authority only for CUSTOMER owned facilities.
- (c) Either Party shall notify the other in writing of any change in its designated controlling authority at least ten business days before implementing a change.
- (d) Notification of any changes to the controlling authority shall be exchanged between the Distributor and CUSTOMER as follows:

NORTH BAY HYDRO	CUSTOMER
<ul style="list-style-type: none"> • Chief Operating Officer • All affected Controlling Authorities 	<ul style="list-style-type: none"> • {position} • All affected Controlling Authorities

3.1 Ownership and Operating Control by Feeder (22/44 kV)

North Bay Hydro’s Operations Division is the Controlling Authority of the North Nay Hydro Facilities and Equipment listed below, except where otherwise indicated. The Customer’s Controlling Authority has control over all Customer Equipment except where otherwise indicated.

When the Distributor maintains ownership of feeders and equipment within the boundaries of the Customer, the point where ownership changes to the Customer for lateral lines shall be the line side of the supplying device (switch, recloser, opener, etc). The supplying device includes the drop lead used to make the connection from the tap device (live line clamp). The Distributor will maintain ownership of the tap device (live line clamp).

The Customer will have:

1. Operating control of the lateral line supplying devices including the tap device. For fused switches, the Customer is responsible to ensure specified fuse size is maintained.
2. Ownership and operating control of the distribution transformers and the associated cutouts installed on the poleline of these feeders.
3. Ownership and operating control of the cutouts for primary takeoffs that supply a distribution transformer location.

<i>{CUSTOMER STATION NAME}</i>	
North Bay Hydro owns the following: Note: * Indicates Controlling Authority belongs to Customer	Customer owns the following: Note: * Indicates Controlling Authority belongs to North Bay Hydro
Switches : Fuses : Loops :	Switches : Fuses : Loops :
Feeders:	Feeders:
Telecommunications: None	Telecommunications: (Customer to verify)
Protection Systems: None	Protection Systems: None (Customer to verify)

3.2 Ownership and Operating Control by Facility

The Customer's Controlling Authority has control over all listed below except where otherwise indicated. North Bay Hydro Lines Division is the Controlling Authority of the North Bay Hydro Facilities and Equipment listed below except where otherwise indicated. The Customer's Controlling Authority has control over all Customer Equipment except where otherwise indicated.

When the Distributor maintains ownership of Distribution Station (DS) feeders within the boundaries of the Customer, the point where ownership changes to the Customer for the lateral lines shall be the line side of the supplying device (switch, recloser, opener, etc). The supplying device includes the drop lead used to make the connection from the tap device (live line clamp). The Distributor will maintain ownership of the tap device (live line clamp).

The Customer will have:

1. Operating control of the lateral line supplying devices including the tap device. For fused switches, the Customer is responsible to ensure specified fuse size is maintained.
2. Ownership and operating control of the distribution transformers and the associated cutouts installed on the poleline of these feeders.
3. Ownership and operating control of the cutouts for primary takeoffs that supply a distribution transformer location.

Where the Distributor maintains ownership and operating control of a DS and the feeder is owned by the Customer, the point where the Customer takes ownership of the feeder will be the first line clamp outside the DS. For Feeders where there is no line clamp immediately outside the DS, the Customer will take ownership of the feeder on the first structure outside the DS.

4. Single Line Diagram

Single Line Diagram

Note: Please refer to the latest revision of print on file for operating purposes.

Print Owner

Print Reference #

Distributor

Customer

Customer to provide 2 copies, drawing number

5. Metering Facilities Diagram

This diagram is based on the protection, control, and metering diagram. If North Bay Hydro does not own the metering facilities, the Customer must provide metering facilities diagram, name of the MSP, contact name and telephone number.

6. Normal Operations

This schedule shall include Customer-specific information during normal operations. If none exists, no additional information is required.

6.1 Hold Off Procedures

A procedure implemented by a Controlling Authority to limit operation of apparatus, to facilitate work or reduce hazards. Under no circumstances shall a Hold-Off Procedure be used in place of a Work Protection. When a hold-off is in effect on a line or other apparatus, that line or apparatus shall not be re-energized following an automatic trip until communication is established with the holder and his/her consent is obtained. It is a basic requirement of Hold-Off Procedures that suitable communication be established and maintained between the Controlling Authority and the person issued the hold-off.

6.2 Switching

The Customer must comply with the Code when performing all switching operations.

A Customer with an installed capacity of 1000 KVA or above must contact North Bay Hydro's Controlling Authority before connecting / reconnecting to the Distribution System.

7. Emergency Operations

This Schedule would include Customer specific information during Emergency operations.

(a) Scope:

This instruction assigns authority and defines responsibilities for manual \ Load Shedding that may be required to correct abnormal conditions on North Bay Hydro Facilities and Equipment, the provincial Grid or Hydro One Facilities and Equipment. Procedures are also outlined for conducting simulation of rotational Load Shedding.

(b) Information:

From time to time the provincial Grid, Hydro One Facilities and Equipment or North Bay Hydro Facilities and Equipment may experience abnormal conditions. To minimize their impact, and to restore and maintain security of operations, prompt control action must be taken. The control actions are numerous and vary according to the abnormal condition.

In extreme situations, the only way to correct abnormal conditions may be to shed firm load. Recognising the impact on the Customer, this control action must be pre-planned as much in advance as possible. Rotational Load Shedding of primary firm load provides assurance that the abnormal condition will be quickly corrected while allowing for Customer selectivity. The schedule shall comply with the various rules, procedures and policies in effect at the relevant time.

(c) Types of Load Shedding:

Emergency Load Shedding

Emergency Load Shedding schedules shall identify where 100 MW, 200 MW, etc, of load can be shed at

any given time. Because of the varying load profiles, the various Authorities (IESO, Hydro One) are responsible to ascertain where load can be shed on a shift by shift basis.

Since it is likely that Emergency Load Shedding will evolve into Rotational Load Shedding, consideration should be given to selecting load that is from a part of the Rotational Load Shedding schedule which would be cut later in the rotation, rather than at the anticipated starting point on the Rotational Load Shedding schedule. This is to avoid the load being cut for an extended period of time.

Rotational Load Shedding

Rotational Load Shedding schedules shall outline the primary firm load under the control of the Hydro One Controlling Authority, arranged in relatively equal Megawatt (MW) blocks representing a percentage of the load under his control.

7.2 Conditions of Restoration

7.2.1 Sub-Transmission Connected Customers (22/44KV)

- a) When a North Bay Hydro sub-transmission feeder has been automatically removed from service then one attempt to energize the feeder shall be made after one (1) minute by Hydro One. If the close attempt is unsuccessful, Hydro One's Controlling Authority will contact North Bay Hydro and report the lockout. North Bay Hydro will provide directions re: further reclosing attempts and or sectionalising
- b) Embedded Generators automatically removed from service as a result of a feeder trip will remain disconnected from the North Bay Hydro system until specifically authorized to resume their connection.

7.2.2 Distribution Connected Customers (4.16/12.4KV)

- (a) When a North Bay Hydro distribution is automatically removed from service and the Customer's breaker(s) open, the Customer will remain disconnected until specifically authorized by North Bay Hydro to re-connect. The Customer will communicate to North Bay Hydro the cause of his breaker operations.
- (b) When a North Bay Hydro distribution is automatically removed from service and locked out, North Bay Hydro will inspect the circuit(s) prior to attempting a further reclosure attempt. If the Customer's breaker(s) have opened, the Customer will remain disconnected until specifically authorized by North Bay Hydro to re-connect. The Customer will communicate to North Bay Hydro the cause of his breaker operations.
- (c) Embedded Generators automatically removed from service as a result of a feeder trip will remain disconnected from the North Bay Hydro system until specifically authorized to resume their connection.

8. Re-Verification Schedules for Protection and Control

1. The Customer shall re-verify its station protections and control systems that can impact on the Distribution System. The maintenance cycle can be site specific.

2. The Customer shall provide North Bay Hydro with at least fourteen Business Days notice of its intention to conduct a re-verification test, so that North Bay Hydro's Engineering staff (at their discretion) can

observe:

- (a) Re-verification of protection equipment settings specified in this Agreement.
- (b) Relay re-calibration.
- (c) Test tripping of station breakers that impact on North Bay Hydro /Customer interface.
- (d) Measurement and analysis of secondary AC voltages and currents to confirm measuring circuit integrity as well as protection directionning.

Notes: All tests must be coordinated and approved ahead of time through the normal outage planning process.

3. Future re-calibration and re-verification done every _____ months following date above.

4. The following specific actions are required:

Most recent date protection re-calibrated and re-verified _____.

(a) Observe all station protections that trip and open the following devices for proper operation

Type of Equipment	Equipment Designation
Breakers/Reclosers	
Circuit Switchers	
Other	

(b) Confirm that settings approved by North Bay Hydro are applied to the following protections: over and under voltage; transformer differential; transformer phase and ground backup protection; feeder protections;

9. Telecommunications Equipment Details for Protection and Control Applications

(a) Telecommunication Medium

{ describe where appropriate }

(b) Types of Telecommunication Channels

{ describe where appropriate }

(c) Ownership of Telecommunication Terminal Equipment

{ describe where appropriate }.

(d) Responsibility for Work and Costs Associated with Breakdown and Routine Maintenance

If maintenance is required on the terminal equipment located at the Customer's site, the Customer will bear

all incurred costs. If maintenance is required on terminal equipment located at sites owned by North Bay Hydro, North Bay Hydro will bear all incurred costs.

If maintenance or repair is required on the leased communications circuits, the Customer will incur all associated costs. These costs will include charges by Communication Service Provider and North Bay Hydro if its personnel are required to participate in any of the related activities.

(e) Re-verification Schedule

Routine Maintenance on communication equipment and the communication channels must be performed every two years.

(f) Inventory of Communication Equipment

The provision of spare communication equipment is the Customer's responsibility and will be located at its site.

(g) Reporting Requirements for Embedded Generators.

All Embedded Generators will be required to keep a written log.

This log will record the date and time, along with a description of the incident. The incidents recorded, must include, but are not limited to those in the table below.

North Bay Hydro will have the right to review this log. The Embedded Generator must make the log, or a copy of the log, available for North Bay Hydro's review upon request, within five business days of that request.

The Generator will provide reports to North Bay Hydro General Manager (See Contact List - section 2) either on a requested basis, or for specific types on incidents that require reports as per the table within two business days of the incident.

- The report must include, but is not limited to:
- Embedded Generator Name and Account Number
- Supply Feeder
- Date and time of incident
- General description of the incident, including cause, if known
- Did the Generators equipment trip correctly
- Voltage (if available)
- Frequency (if available)
- Which relays operated (targets & description)
- Corrective actions taken

These are the incident types to be recorded:

Note: North Bay Hydro may modify the incidents to be logged or recorded in the table below, based on those relevant to the Distribution System specific to this Connection.

Incident	Logged	Report Required
Protection System Malfunction or Failure at the Generator's facility	yes	yes
Trip from the Generator's Relay Operation	yes	yes
Electrical failure / incident at the Generator's facility	yes	yes
Mechanical Failure / incident at the Generator's facility	Yes	no
Trip from Feeder incident	yes	yes

11. Incident Analysis Report - Template

Incident #: xxxxxxxx

Date of Incident: yy-mm-dd hh-mm-ss

Incident Type: Plant Trip

Incident Description:

The plant was at full load, and all systems and processes were stable. At hh-mm-ss on yy-mm-dd, a fault on the North Bay Hydro 44kV M4 circuit caused the (Transformer name) secondary breaker to open and separate (Customer Station name) from the distribution system.

Investigation Description:

The following relays were activated:

In Plant: Under voltage

Primary Relays: Distance Relay, Directional Overcurrent Relay.

Switchyard: Breakers that tripped and trip module flags.

North Bay Hydro Controlling Authority was contacted, and they stated that there had been numerous electrical faults and disturbances due to weather conditions, heavy rainfall was experienced during the night, turning to freezing rain in early morning. The plant was restored without incident within xx hours.

Conclusion:

The plant tripped incorrectly due to grid faults and disturbances.

Recommendation:

Action Required		By
1.	Identify the contingency that caused the Equipment to trip.	North Bay Hydro
2.	Consult North Bay Hydro to identify over-sensitive relay settings.	North Bay Hydro and CUSTOMER

Supporting Evidence Attached with this report:

1. Sequence of Events Recordings (SER).
2. Digital Fault recordings (DFR).
3. Power Quality Monitor recordings (PQM).
4. Alarm logs, trip flags etc.

Investigator: name Title:

Date Report Issued: yy-mm-dd

12. Embedded Generation

The Customer has/does not have embedded generation at this time.

The Parties acknowledge that the Customer has embedded generators that could impact on North Bay Hydro. This section sets the details of all such generators and the particulars of all such arrangements. In the event that the terms of any arrangements described now or in the future are amended in any way. The Customer shall immediately provide details of such amendment to North Bay Hydro and the Parties shall revise this section accordingly.

In the event that the Customer acquires additional generators after the date upon which the Connection Agreement is executed, the Customer shall expeditiously without delay, provide details of such connections to North Bay Hydro.

1. North Bay Hydro will not perform a switching operation that parallels the XXMXX feeder with any other North Bay Hydro feeder unless the "CGS" is shutdown.
2. The "CGS" will be separated from the distribution/sub-transmission system, any time there is a loss of the Transfer/Remote Trip protection (where Transfer/Remote Trip protection is required).

INFORMATION

<u>Generator</u>	<u>Location</u>	<u>Size</u>	<u>Voltage</u>	<u>Protections</u>

*must be forced off line on loss of remote trip/transfer trip.

Communication during normal and emergent conditions will be between the North Bay Hydro Controlling Authority and the Customer controlling authority.

*** Other specific CGS information as required.**

**** A site specific operating agreement will be required**

URD Agreement No. _____

NORTH BAY HYDRO DISTRIBUTION LIMITED SERVICING AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20 .

BETWEEN:

NORTH BAY HYDRO DISTRIBUTION LIMITED

(hereinafter called the "Company")

OF THE FIRST PART;

- and -

(hereinafter called the "Developer")

OF THE SECOND PART;

- and -

(hereinafter called the "Mortgagee")

OF THE THIRD PART;

WHEREAS the Company is the sole authority, duly constituted for the distribution of electrical power in designated areas in the City of North Bay;

AND WHEREAS the Developer is the registered owner of the lands described in Schedule "A" annexed hereto which lands ("the Lands");

AND WHEREAS the Developer intends to develop the Lands pursuant to the Planning Act, R.S.O. 1990, as a (residential, commercial or industrial) (subdivision) (condominium plan of which the Developer is the Declarant);

AND WHEREAS the Developer and the Mortgagee represent that the Mortgagee is the only Mortgagee of the Lands and that the Mortgagee has joined in this Agreement to postpone and subordinate its interest to the rights created in this Agreement;

AND WHEREAS the Developer has entered into a Pre-Servicing Agreement with the Corporation of the City of North Bay (the "City")

AND WHEREAS the Developer has agreed with the Company to design, construct, install and bear the costs of all of certain municipal services herein referred to as the "Electrical Plant" and to make financial and other arrangements with the Company with respect to the construction of the required services as hereinafter provided;

NOW THEREFORE in consideration of the mutual covenants, conditions and agreements herein contained, other good and valuable consideration and the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, promise and agree as follows:

SECTION 1.0 – DEFINITIONS AND INTERPRETATION

1.1 In and for the purposes of this Agreement:

"Contractor" shall include any employees of the owner or any other person, persons or companies employed by the owner to install the Electrical Plant;

"Developer" shall include the applicant for the approval of a Subdivision Pre-Servicing Development and the registered owner or owners in fee simple of the lands for which the Subdivision Development is proposed, and/or their respective heirs, executors, administrators, and assigns and in addition to its accepted meaning, shall mean and include an individual, an association, a partnership, or an incorporated company;

"Electrical Plant" shall mean the total electrical distribution system and appurtenances, including street lights, from the Company's designated point of supply; and

"Project Coordinator" shall mean the person appointed by the Manager - Operations of the Company to supervise Subdivision Pre-Servicing Agreements, or his authorized representative.

1.2 The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.

SECTION 2.0 UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM

Design of Electrical Plant

2.1 The Company agrees to plan and provide the initial design for the Electrical Plant in accordance with the Company's standard design practices. The design does not include material lists, site-specific specifications and total estimated cost.

The Developer agrees to pay the Company for engineering services including, but not limited to, the initial plan and design of the Electrical Plant.

Construction of Electrical Plant

2.2 The Developer agrees to administer and construct the Electrical Plant in accordance with the terms and conditions outlined below.

The Developer shall purchase all materials from the Company and construct or cause to be constructed at its own expense, the Electrical Plant in a good and workmanlike manner in accordance with the engineering drawings, design, and specifications designated and approved by the Project Coordinator, and such Electrical Plant shall be constructed upon the subject lands.

Consulting Engineer

2.3 The Developer agrees to employ only competent and qualified engineers, hereinafter referred to as "Electrical Consulting Engineers", to administer and supervise the work under this Agreement, and such engineers shall be registered as a Professional Engineer in good standing with the Association of Professional Engineers of Ontario.

+

The Electrical Consulting Engineer shall:

- (a) Prepare detailed designs, plans, material lists, specifications and total estimated cost for the Electrical Plant, based on information provided by the Project Coordinator, and submit said detailed designs, plans, material lists, specifications and total estimated cost to the Project Coordinator for approval prior to the installation of such Electrical Plant;
- (b) Obtain, as required by the Project Coordinator, all the necessary approvals required prior to the construction of the Electrical Plant;
- (c) Provide Supervision of the construction of the Electrical Plant;
- (d) Maintain all records of construction of the Electrical Plant;
- (e) Supply to the Company drawings, on mylar acceptable to the Project Coordinator, of all the Electrical Plant installed;
- (f) Obtain from the Project Coordinator details regarding the form and scale of these drawings prior to their presentation to the Company;
- (g) On completion of construction of the Electrical Plant, supply the Project Coordinator with a certificate in a form satisfactory to the Company that the installation of the Electrical Plant was in accordance with the approved plans and specifications;
- (h) Accompany the Project Coordinator and Company Inspector on the final inspection of the Electrical Plant at the conclusion of the Guarantee Period (as hereinafter defined), before the assumption of the Electrical Plant by the

Company; and

- (i) Supervise the construction of any remedial work the Project Coordinator may direct.

Inspection of Electrical Plant

2.4

During the installation of the Electrical Plant, the Developer shall provide access to any and all facilities, lands and sites as may be required by an inspector. The inspector will be provided by the Company, and the cost of inspection services will be charged to the Developer. In all cases the Electrical Plant must be inspected before being sand-bedded and back-filled. Such inspections will not relieve the Developer of any of his obligations or responsibilities under this Agreement.

After the Electrical Plant has been installed and prior to energization, the Developer, for the purpose of having the Electrical Plant energized, shall request a final inspection by the Company's inspector. Prior to energization, the Developer shall provide the Project Coordinator with 3 sets of up-to-date prints of the complete Electrical Plant. Prior to energization the Developer shall enter into a Subdivision Agreement with the Corporation of the City of North Bay.

If there are any deficiencies relating to the Electrical Plant, the Project Coordinator shall notify the Developer in writing within five (5) working days or receipt of the up-to-date prints of the Electrical Plant. The Developer shall take immediate corrective action to remedy any deficiencies and complete such repairs.

If the Developer fails to remedy any deficiencies and complete such repairs within a reasonable time period as stipulated by the Project Coordinator, the Company reserves the right to remedy any such deficiencies and complete such repairs and charge all costs to the Developer. For such purposes, Company personnel and/or a Company's contractor shall have access to the land.

Any remedial work undertaken by Company personnel or a Company's contractor will not relieve the Developer of any obligations pursuant to this Agreement.

Developer

2.5

Any Contractor employed by the Developer shall be approved by the Project Coordinator before commencing the installation of the Electrical Plant. All terminations and connections are to be made by qualified power line maintainers.

2.6

The Developer shall provide the Company with the following:

- (a) A set of prints, as stipulated in the "Design and Construction Specifications Manual - UG1". These will be used by the Project Coordinator to provide a point of supply, H.V. & L.V. cable routing, transformer locations, switch point etc., after which the Developer shall have the plans completed in accordance with the Design and Construction Specifications Manual - UG1;

The Developer shall coordinate the design and construction of the Electrical Plant with that for telephone and cable television systems, as well as any other relevant utility.

- (b) A minimum of thirty (30) days' written notice to the Company of its intention to commence construction of the Electrical Plant;
- (c) The necessary financial securities as described in paragraph 2.10, 2.11 and 2.12 of this Agreement;

- (d) Evidence of insurance as per Section 2.14 of this Agreement; and
- (e) Conveyance and registration of any easements as may be required by the Company, to be completed at the expense of the Developer. The easement documents must be according to the Company's standard form, a copy of which may be obtained from the Project Coordinator.

Material

- 2.7 The Developer shall purchase all materials from the Company. Material purchased from the Company shall be subject to the manufacturer's warranty only. No other warranty shall be implied or given. The Company shall not be held responsible for construction delays or any costs associated with out of stock items or manufacturing lead times.

Construction Schedule

- 2.8 The Electrical Plant shall be constructed in accordance with a Schedule of Construction provided by the Developer and within 12 months of signing of this Agreement. Failure to commence installation of the Electrical Plant within six (6) months of signing of this Agreement shall result in this Agreement becoming null and void. The Electrical Plant shall be constructed in accordance with the most recent issue of the Design and Construction Specifications Manual - UG1.

If at any time during the construction of the Electrical Plant, the Project Coordinator is of the opinion that the construction of any parts of the Electrical Plant are required to benefit or service any lands either within or without the plan[Brian: we need to be more definitive on the "plan". Is this plan the one that is referenced in section 2.3(a)? If so, lets define it there and use a capital "P" here], he shall be entitled to request, in writing, construction of such parts and the Developer shall complete such construction forthwith and within the time limit specified by the Project Coordinator. The cost for these changes shall be paid by the Developer.

Construction of the Electrical Plant shall not commence until after the installation of sewer and water facilities, including lateral connections, and gravel road bases, are complete, unless prior written approval by the Project Coordinator has been given to proceed.

Variation of Construction Details

- 2.9 If after commencing construction of the Electrical Plant, the Developer or Electrical Consulting Engineer desires to vary any of the engineering drawings, designs or specifications, the Developer shall submit these variations to the Company for approval and the Developer shall not commence such variations until he has received the approval in writing from the Project Coordinator. The Company however reserves the unilateral right to deny such variations should they be felt to prejudice the design concepts.

Financial Securities

- 2.10 As security for the performance of the construction, installation and maintenance of the Electrical Plant, the Developer shall deposit with the Company, thirty (30) days before commencement of construction of the Electrical Plant, security for performance in an amount equal to ten per cent (10%) of the estimated Company charges as set out in Schedule "B" of this Agreement.

This security shall be in the form of an irrevocable letter of credit from a financial institution acceptable to the Company, expressed to be pursuant to this Agreement and payable to the Company at any time, or in part from time to time, on written demand of the Company. The irrevocable letter of credit shall contain the following

clause:

"We agree to advise you before one (1) month prior to the expiry date set out above as to whether this letter of credit has been or will be renewed by us and if we fail to do so then this letter of credit shall be deemed to be automatically renewed for a further year and so on from year to year thereafter."

2.11 The Developer shall deposit with the Company, in cash or certified cheque, thirty (30) days before the commencement of construction of the electrical plant, a sum equal to one hundred per cent (100%) of the estimated Company charges, as set out in Schedule "B" of this Agreement. Such deposit shall not accrue interest on behalf of the Developer. Actual cost of these items will be invoiced to the Developer after completion of Electrical Plant. If payment is not received within thirty (30) days of the date of issue on the invoice, the Company reserves the right to draw on this deposit, and if the deposit is not sufficient to cover the actual costs, to draw upon the irrevocable letter of credit to recover these costs. These charges will include;

- (a) Material costs;
- (b) Inspection costs;
- (c) Company engineering costs;
- (d) Legal and other third party professional costs;
- (e) Energization, termination and testing costs;
- (f) All costs for the removal and/or relocation of existing Electrical Plant as required in order to service the Lands; and
- (g) All costs of installation and removal of temporary Electrical Plant as required in order to allow the phasing of the Lands.

The estimates contained in Schedule "B" of this Agreement shall be reviewed and updated annually. The financial securities may be adjusted accordingly at the sole discretion of the Company to guarantee satisfactory completion of the installation of the Electrical Plant;

2.12 The Developer shall deposit with the Company, in cash or certified cheque, thirty (30) days before the commencement of construction of the Electrical Plant, a transformer grading deposit in an amount equal to two thousand five hundred dollars (\$2,500) per transformer or switch installation. Such deposit shall not accrue interest on behalf of the Developer.

2.13 The Developer will also be responsible for all charges for repairs and services as may be made by the Company, the Project Coordinator or their authorized representatives as deemed to be necessary for a period of one year after the electrical system has been energized by the Company.

The actual cost of such works shall be invoiced to the Developer. If payment is not received within thirty (30) days of the date of issue on the invoice, the Company reserves the right to draw upon the letter of credit to recover these costs.

Insurance

2.14 Thirty (30) days prior to commencing construction of the Electrical Plant, the Developer agrees to obtain at his cost and provide to the Company proof of adequate insurance coverage to cover the Electrical Plant, work and materials

against loss or damage in amounts as follows:

- (a) \$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, any one person;
- (b) \$5,000,000.00 for loss or damage resulting from bodily injury to, or death of, two or more persons, arising out of the same accident; and
- (c) \$5,000,000.00 for property damage.

All policy coverages obtained by the Developer shall be engrossed to name the Company as an additional insured party.

In the event of a claim or finding of liability by or in favour of a third party beyond the scope of the policy coverage or in excess of the policy limits, the Developer further agrees to indemnify the Company and where applicable, the Corporation of the City of North Bay, to the extent of such excess, the intent of this provision being that the Company, and the Corporation of the City of North Bay shall in no way bear any portion of the responsibility for satisfaction of such third party claim or claims. The Developer shall save the Company harmless in the event that the Developer fails to register the subdivision.

The Developer shall provide, from time to time, as the Company may require, satisfactory confirmation that all premiums of policy or policies or insurance have been paid and that the insurance is in full force and effect and, if for any reason such policy or policies are not to be renewed or are to be terminated or amended during the continuance of this Agreement, the Developer and insurer shall each notify the Company in writing as least thirty (30) days prior to any such termination or amendment.

In the event of any non-renewal, non-placement or cancellation of the insurance policy or policies by the Developer or insurer, the Company shall have the right to place such insurance coverage as it may require and the cost of such insurance premiums shall be the responsibility of the Developer. If such premium cost is not paid by the Developer upon demand from the Company, then the Company may draw on the irrevocable letter of credit to recover such cost.

Energizing

2.15 The Electrical Plant shall be energized by Company personnel.

Once the Electrical Plant has been energized, no one, other than Company personnel, shall have access to the energized Electrical Plant.

Guarantee Period

2.16 The Developer shall guarantee the installation of the Electrical Plant for a period of one year from the date the Electrical Plant is energized (the "Guarantee Period").

If during the Guarantee Period any repairs to the Electrical Plant are required due to faulty workmanship by the Developer, then Company personnel, or a contractor hired by the Company, shall carry out all repairs necessary, the cost of which shall be charged to the Developer. If during the guarantee period any repairs to the Electrical Plant are required due to faulty materials supplied by the Company, then Company personnel, or a contractor hired by the Company, shall carry out all repairs necessary, the cost of which, less any and all value or monies received from manufacturers warranty(ies), shall be charged to the Developer. In either case, if practicable the Project Coordinator, at his sole discretion, may permit the Developer to make any necessary repairs. These repairs will be subject to inspection by the Company. Such inspection costs will be charged to the Developer.

Final Acceptance

- 2.17 At the end of the Guarantee Period, the Electrical Plant will become the responsibility of the Company provided that all requirements listed herein have been met to the satisfaction of the Project Coordinator, including:
- (a) Receipt of a Statutory Declaration that all amounts relative to the installation of the Electrical Plant have been paid in full;
 - (b) There are no outstanding claims pursuant to The Construction Lien Act (Ontario);
 - (c) The Developer has conveyed, transferred and assigned all its right, interest and title in the Electrical Plant to the Company, free and clear of all encumbrances;
 - (d) Receipt of a breakdown of actual costs for capitalization purposes; and
 - (e) Receipt of reproducible final "as-built" drawings.

Following the satisfactions of the conditions contained in this section 2.17, at this time the Project Coordinator will provide the Developer with a Notice of Final Acceptance for the Electrical Plant and advise that the Guarantee Period has expired.

The letter of credit will be released after the Notice of Final Acceptance of the Electrical Plant has been issued to the Developer by the Project Coordinator.

The Developer shall continue to indemnify and save harmless the Company from all claims or actions of any nature or kind whatsoever arising out of the use of such lands until such time as the Final Acceptance of the Electrical Plant.

Return of Transformer Grading Deposit

- 2.18 The transformer grading deposit shall be returned to the Developer without interest on a per transformer and/or switch basis provided that all curbs are installed and the Company is satisfied that no plant relocations or adjustments will be required.

Use of Electrical Plant by Company

- 2.19 The Developer agrees that various parts of the Electrical Plant constructed by it may be used by the Company or any other person or agency authorized by the Company and it is further understood and agreed that use of such part or parts prior to the issuance of the Notice of Final Acceptance of the Electrical Plant shall not be construed as approval of part or parts of the Electrical Plant by the Company and shall in no way relieve the Developer of his obligations in respect of the construction and maintenance of the part or parts of the Electrical Plant so used.

Maintenance and Access to Records

- 2.20 The Developer shall maintain at all times complete records as to the construction and installation of the Electrical Plant and all such records shall be available to the Company at any time until the issuance of the Notice of Final Acceptance. A copy of all such records reasonably required by the Project Coordinator shall be provided immediately prior to final acceptance.

Default by Developer

- 2.21 The Developer shall be deemed to be in default of this Agreement if, in the

unilateral opinion of the Company or the Project Coordinator, the Developer is not fulfilling his obligations pursuant to the terms hereof and, without limiting the generality of the foregoing, such default shall include:

- (a) Not performing or not causing to be performed the work required to complete the Electrical Plant within the time or times specified in the Schedule of Construction;
- (b) Not properly performing the work;
- (c) Neglecting or abandoning the work before completion;
- (d) Unreasonably delaying the construction of the Electrical Plant so that the terms of this Agreement are being violated;
- (e) Not proceeding with the construction of the Electrical Plant diligently and in good faith;
- (f) Not repairing nor replacing any part or parts of the Electrical Plant that are defective and unsuitable to the Project Coordinator;
- (g) Not constructing any additional part or parts of the Electrical Plant as may be required to built by the Project Coordinator; and
- (h) Not meeting or maintaining the financial securities or insurance conditions contained herein.

The Project Coordinator may notify the Developer and his Surety in writing of such default and advise the steps necessary to rectify the same and if such default is not rectified within the time stipulated in the notice, the Project Coordinator reserves the right to decide to either immediately purchase such materials, tools, machinery and to rent such equipment and to employ such workers as, in the opinion of the Project Coordinator, shall be required for the proper completion of all or any part of the Electrical Plant.

If in the opinion of the Project Coordinator, any work must be done immediately because of an emergency, the existence of which shall be determined by the Project Coordinator in his sole and unfettered discretion, then such work may be done without prior notice to the Developer or its Surety, but the Developer and his Surety shall be forthwith notified.

The cost of any work done by the Company to remedy any such default shall be determined by the Project Coordinator, whose determination shall be final and binding on the Developer and his Surety, and the Company shall draw on the irrevocable letter of credit and pay the costs of any such work. In the event the irrevocable letter of credit is not sufficient to pay such amount, then the Developer shall pay to the Company on demand any such additional costs. It is understood and agreed that if any action is taken by the Project Coordinator or the Company to rectify any default or defaults of the Developer, such action shall not be deemed as an acceptance of any part or parts of the Electrical Plant and obligations of the Developer and this Agreement shall remain in full force and effect.

Secondary Services

- 2.22 The Developer is responsible to pay the cost of the secondary service to the lot line as specified in the North Bay Hydro "Design and Specifications Manual – UG1", in effect at the time of the signing of this Agreement. The cost of servicing connection shall be paid by the person, company or entity making application for electrical service for a building constructed or to be constructed on a lot within the Plan of Subdivision. These charges shall be in accordance with the Company's policy in

effect at the time of application for service.

Construction Specifications Manual

2.23 It is agreed that the North Bay Hydro "Design and Construction Specifications Manual - "UG1", in effect at the time of the signing of this agreement, forms a part of this agreement.

Sunset Clause

2.24 This Agreement shall be null and void if not signed by the Developer and, if required, by the Mortgagee, by January 1, 2002.

Indemnification

2.25 Notwithstanding anything contained herein, the Developer hereby agrees to indemnify and save the Company harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expense which may be made or brought against the Company or which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any non-performance or non-fulfilment of any covenant or agreement on the part of the Developer contained in this Agreement or in any document given in order to carry out the transactions contemplated hereby;
- (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the Developer contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby, and
- (c) all costs and expenses including, without limitation, legal fees on a solicitor and client basis, incidental to or in respect of the foregoing.

SECTION 3.0 – GENERAL PROVISIONS

3.1 GENERAL PROVISIONS

3.01 Further Assurances.

Each of the parties hereby covenants and agrees that at any time and from time to time it will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

3.02 Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

3.03 Notices.

(1) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

- (a) delivered personally to an officer or director of such party;

- (b) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or
 - (c) sent by telecopy machine or electronic mail transmission with receipt confirmation.
- (2) Notices shall be sent to the following addresses, telecopy numbers or e-mail addresses:

(a) in the case of the Company,

(b) in the case of the Developer,

(c) in the case of the Mortgagee,

or to such other address, telecopier number or e-mail address as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this paragraph, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document. Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall

- (d) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- (e) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service, and
- (f) if sent by telecopy machine or electronic mail, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy or electronic mail answer back confirming receipt by the recipient.

3.04 Counterparts.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

3.05 Expenses of Parties.

Each of the parties hereto shall bear all expenses incurred by it in connection with this Agreement including, without limitation, the charges of their respective counsel and other professionals.

3.06 Assignment.

The rights of the Developer hereunder shall not be assignable without the written consent of the Company.

3.07 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3.08 Entire Agreement.

This Agreement and the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered pursuant to this Agreement. The parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such schedules, documents or instruments.

3.09 Waiver.

Any party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the execution of this Agreement; provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

3.10 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement under seal as of the day and year first written above.

NORTH BAY HYDRO DISTRIBUTION LIMITED
Per:

AUTHORIZED SIGNATORY c/s

AUTHORIZED SIGNATORY c/s

SCHEDULE "A"

Referred to in the annexed indenture made the _____ day of _____ 20

BETWEEN:

NORTH BAY HYDRO DISTRIBUTION LIMITED
(hereinafter called the "Company")

OF THE FIRST PART;

- and -

(hereinafter called the "Developer")

OF THE SECOND PART;

- and -

(hereinafter called the "Mortgagee")

OF THE THIRD PART;

ALL AND SINGULAR that certain parcel or tract of land and situate, lying and being in the City of North Bay, in the District of Nipissing, in the Province of Ontario, and being composed of the whole of Lots to _____ both inclusive and Blocks _____ to _____ both inclusive according to a Plan registered in the Land Titles Office as Plan Number _____

SCHEDULE "B"

Estimate of Costs to be paid to North Bay Hydro Distribution Limited

Letter of Credit: _____

Material : _____

Inspection : _____

Engineering : _____

Service Connection : _____

Energization, Termination & Testing : _____

Removals & Relocations : _____

Temporary Construction : _____

Other : _____

Project Name:

THIS PRELIMINARY STUDY and ESTIMATE AGREEMENT made in duplicate as of the _____ day of _____ month, 2005 between North Bay Hydro Distribution Ltd (“North Bay Hydro”) and INSERT CORPORATE NAME OF THE GENERATOR (the “Generator”)

WHEREAS:

A. the Generator intends to build a generating facility (GENERATOR TO INSERT GENERAL DESCRIPTION OF PROJECT. GENERATOR TO PROVIDE SITE LEGAL DESCRIPTION – LOT(S), CONCESSION, TOWNSHIP, AND COUNTY.) (the “Generating Facility”) that would be connected to North Bay Hydro’s distribution system through the Generator’s electrical system (the “Proposed Project”);

B. the Generator intends to submit the Proposed Project under the Request for Proposals issued by the Ministry of Energy in draft form on [date] for up to [RFP description];

C. the Generator has requested and North Bay Hydro has agreed to conduct the Work with respect to the Proposed Project; and

D. North Bay Hydro has entered or will enter into an agreement with the Independent Electricity System Operator (the “IESO”) to have the IESO prepare a Connection Assessment (“CA”) under the IESO’s Connection Assessment and Approval Process (“CAA”).

NOW THEREFORE in consideration of the mutual covenants, agreements, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words shall have the following meanings:

“Actual Cost” means North Bay Hydro’s charge for equipment, labour and materials at Networks’ standard rates plus Networks’ standard overheads and interest thereon.

“Agreement” means this agreement together with Schedules “A”, “B” and “C” attached hereto.

“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 decrees or any requirement or decision or agreement with or by any governmental or governmental department, commission board, court authority or agency; including, but not limited to, the requirements of the *Electrical Safety Code*, the Ontario

Market Rules, North Bay Hydro’s Distribution License and the Ontario Energy Board.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement 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 business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to optimum practice, method or act to the exclusion of all others, but rather to include all practices, methods or acts generally accepted in North America.

“Work” means the work to be conducted in accordance with the Scope of Work attached hereto as Schedule “A” and in accordance with the terms and conditions of this Agreement.

2. The recitals in this agreement are acknowledged as true and correct in substance and in fact and are hereby incorporated into and form part of this Agreement.

3. The Generator and North Bay Hydro shall perform their respective obligations outlined in this Agreement in a manner consistent with Good Utility Practice and in compliance with all Applicable Laws.

4. In order for North Bay Hydro to conduct the Work, the Generator, at its own cost and expense, shall provide North Bay Hydro with the following information with respect to the Proposed Project:

- (a) site Location Map(s) with suitable details of the Generating Facility, line routing and the proposed connection to North Bay Hydro’s distribution facilities;
- (b) the information listed in Schedule “B”; and,
- (c) any other information as may be required and requested by North Bay Hydro in order to conduct the Work.

5. North Bay Hydro shall complete the Work described in Parts 1 and 2 of Schedule “A”, save and except the IESO’s portion of the Work, by no later than two (2) weeks before the Proposal Submission Deadline identified in the [RFP name] and any amendments thereto, provided that the Generator executes this Agreement, pays North Bay Hydro the amount specified in Section 7, and provides the information described in Section 4 above ten (10) weeks before the Proposal Submission Deadline identified in the [RFP]. Should the Generator make any changes to the information provided in accordance with Section 4 above after North Bay Hydro has commenced the Work, and those changes result in an increase in the cost of or the time required for North Bay Hydro performance of the terms of this Agreement or otherwise affect any other provision of this Agreement, North Bay Hydro may make

an equitable adjustment to North Bay Hydro's compensation under Section 7 and any other provision of this Agreement which is thereby affected.

6. The Generator acknowledges and agrees that:

a. the Generator is responsible for any resulting requirements that come from the IESO's review of the dynamic studies that were not part of the IESO Assessment including, but not limited to any changes required to be made to the Work as a consequence of such review.

b. should the Proposed Project proceed, an agreement must be executed by the Generator and North Bay Hydro to address the terms and conditions (which may include capital contribution and revenue guarantee requirements) of North Bay Hydro performing the work required in order to provide for the connection of the Generating Facility prior to North Bay Hydro initiating any modifications to North Bay Hydro's facilities or purchasing any equipment.

c. the Generator will be responsible for ensuring that the Generating Facility and the Proposed Project complies with all Applicable Laws.

d. the Generator is responsible for obtaining all applicable approvals required by the IESO for the connection of the Generating Facility to North Bay Hydro's distribution system.

e. the Generator will be responsible to rectify at its expense, any negative impacts that the connection of the Generating Facility and operation of the Generating Facility following connection may have on North Bay Hydro's distribution system (the "Distribution System") in accordance with Good Utility Practice and to the satisfaction of North Bay Hydro.

The negative impacts can include, but is not limited to the impacts on safety, reliability, efficiency, power factor and power quality (voltage disturbances, voltage flicker, or objectionable harmonics on the Distribution System or on North Bay Hydro's other customers' electrical and communication systems).

f. the Generator will also be responsible to rectify at its own expense any negative impacts that the connection of the Generating Facility and operation of the Generating Facility following connection may have on the IESO-controlled grid (as that term is defined in the *Electricity Act, 1998 (Ontario)*).

g. that North Bay Hydro and Hydro One Networks will not normally change its feeder operating, protection and reclosing practice to accommodate the connection of the Generating Facility, since this would be detrimental to the existing customers connected to these feeders.

h. all right, title and interest, including copyright ownership, to all information and material of any kind

whatsoever (including, but not limited to the work product developed as part of the Work) that may be developed, conceived and/or produced by North Bay Hydro during the performance of this Agreement is the property of North Bay Hydro and the Generator shall not do any act that may compromise or diminish Networks' interest as aforesaid;

i. The Generator agrees that it will provide a deposit to the IESO for the IESO studies in relation to the Proposed Project. In the event that the IESO refunds part of the deposit to North Bay Hydro, North Bay Hydro will refund such funds to the Generator within 30 days of receipt by North Bay Hydro. In the event that the IESO studies cost more than the deposit, the Generator agrees that it will pay the additional costs of such studies as invoiced by the IESO.

7. The Generator shall provide North Bay Hydro the sum of \$7,000.00 (plus GST) for the Work described in Parts 1 and 2 of Schedule "A" upon the execution of this Agreement. The Generator shall also provide North Bay Hydro with a separate payment of \$3,000.00 (plus GST) for the Work described in Part 3 of Schedule "A". If North Bay Hydro does not need to perform the Work described in Part 3 of Schedule "A", then North Bay Hydro will either return the Generator's cheque for \$3,000.00 (plus GST) or refund the amount.

All overdue amounts including, but not limited to amounts that are not invoiced but required under the terms of this Agreement to be paid in a specified time, shall bear at 1.5% per month compounded monthly (19.56% per year) for the time they remain unpaid.

8. Except as provided herein, North Bay Hydro makes no representation or warranty, express, implied, statutory or otherwise, including, but not limited to, any representation or warranty as to the merchantability or fitness of the Work or any part thereof for a particular purpose.

9. North Bay Hydro shall be liable to the Generator only for damages that arise directly out of the negligence or the willful misconduct of North Bay Hydro in meeting its obligations under this Agreement. Notwithstanding the foregoing, North Bay Hydro shall not 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.

In any event, the total liability of North Bay Hydro to the Generator for any claim for damages will not exceed the amounts paid by the Generator under the terms of this Agreement.

This Section 9 shall survive the termination of this Agreement.

10. Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of, and not a result of the fault or negligence of, the affected party (“Force Majeure”) and includes, but is not limited to, strikes, lockouts and any other labour disturbances.

If a party is prevented or delayed in the performance of any such obligation by Force Majeure, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by the Force Majeure shall endeavour to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable, except that there shall be no obligation on the party so affected by the Force Majeure where the event of Force Majeure is a strike, lockout or other labour disturbance.

11. Each party agrees that no portion of this Agreement shall be interpreted less favourably to either party because that party or its counsel was primarily responsible for the drafting of that portion.

12. No amendment, modification or supplement to this Agreement or any waiver shall be valid or binding unless set out in writing and executed by the parties with the same degree of formality as the execution of this Agreement.

13. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement.

14. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

15. Each of the parties hereto agrees to be bound by the terms of Schedule “B” hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

NORTH BAY HYDRO DISTRIBUTION Ltd.

Todd Wilcox
Chief Operating Officer
I have the authority to bind the corporation

INSERT CORPORATE NAME OF THE GENERATOR

Name:
Title:
I have the authority to bind the corporation

Project Name:

SCHEDULE “A”: Scope of Work

General Description:

North Bay Hydro will prepare a Preliminary Connection Impact Assessment for the connection of the Proposed Project and review the feasibility of the proposed connection arrangement. Furthermore, North Bay Hydro will prepare a Preliminary Connection Cost Estimate.

Specific Requirements:

1.0 Preliminary Connection Impact Assessment

1.1 North Bay Hydro will conduct and provide a Preliminary Connection Impact Assessment to determine the feasibility of connecting the Generating Facility to North Bay Hydro’s distribution system. The Preliminary Connection Impact Assessment will review the impact of the Proposed Project on North Bay Hydro’s distribution facilities.

1.2 North Bay Hydro will review the Generator’s detailed Single Line Diagram (SLD) and provide comments with regard to interface connection items.

Note: The purpose of North Bay Hydro’s review of the Generator’s SLD and other information is to establish that the Generator’s electrical interface design meets North Bay Hydro’s minimum requirements to permit the initial connection of the Generating Facility to North Bay Hydro’s distribution system. It is Generator’s responsibility to ensure that its Generating Facility causes no negative impacts to North Bay Hydro’s Distribution system or other customers of North Bay Hydro.

1.3 North Bay Hydro will advise the Generator of site specific requirements, for each of the alternative connections that are identified by the Preliminary Connection Impact Assessment.

1.4 North Bay Hydro will describe the necessary modifications to Networks’ transmission system and distribution facilities based on North Bay Hydro’s review of the Proposed Project in order to permit the connection of the Generating Facility to North Bay Hydro’s distribution system.

2.0 Preliminary Connection Cost Estimate

2.1 North Bay Hydro will determine and provide the Generator with an estimate of the preliminary cost of additions and modifications to North Bay Hydro’s distribution facilities to permit the connection of the Generating Facility to North Bay Hydro’s distribution system (the “Preliminary Connection Cost Estimate”). Due to the preliminary nature of the Generator’s submission,

limited time available, and uncertainty of the corresponding final scope of North Bay Hydro’s work, the Preliminary Connection Cost Estimate is subject to change.

A detailed estimate will be required under a separate agreement prior to the parties entering into an agreement whereupon North Bay Hydro would make the modifications to the North Bay Hydro distribution facilities for connecting the Generating Facility to North Bay Hydro’s distribution facilities.

NOTE: Material changes to the Generator’s submitted electrical information may require a review and potential reissuing of the Preliminary Connection Impact Assessment report including, revisions to North Bay Hydro comments on the connection arrangement. .

3.0 Revision of Preliminary Connection Impact Assessment

Should the Proposed Project be selected by the Ministry of Energy as a successful proponent for the [RFP], North Bay Hydro will conduct additional studies to finalize the impact of the connection of the Proposed Project. The revision of the Preliminary CIA will be done after the IESO issues the draft System Impact Assessment or equivalent. North Bay Hydro will prepare a revised connection impact assessment, including a revised fault level analysis, based on the results of these studies. The connection impact assessment report may include other selected projects together with the Proposed Project.

SCHEDULE “B”:

The Generator must complete North Bay Hydro’s information package.

The Generator must submit this information before North Bay Hydro can begin the Preliminary Connection Impact Assessment.

The completed **North Bay Hydro’ information package** must be signed by a Professional Engineer licensed in Ontario.

SCHEDULE “C”:

CONFIDENTIALITY TERMS

1. For the purposes of this Schedule “C”, the following definitions will apply:
 - a) “Confidential Information” means all information whether transmitted orally, electronically or in written form, relating to the Proposed Project which a party or its Representatives may receive or have received in the course of the Work and which contain or otherwise disclose information which the other party reasonably claims as confidential or proprietary, including, but not limited to, North Bay Hydro’s distribution system design and system specifications. For further clarity, all requests for information made by a party to the other party are Confidential Information.
 - b) “Person” shall include individuals, trusts, partnerships, firms and corporation or any other legal entity.
 - c) “Representative” means (i) a person controlling or controlled by or under common control of a party and each of the respective directors, officers, employees and independent contractors of a party and such party’s Representative, (ii) any consultants, agents or legal, financial or professional advisors of a party or such party’s Representative and (iii) in the case of Generator, any institution providing or considering providing financing for the Generating Facility, including such institutions directors, officers, employees and independent contractors or its consultants, agents or legal, financial or professional advisors.

2. Disclosure of Confidential Information

Pursuant to the terms and conditions contained herein, a party may disclose Confidential Information to the other party solely for the purpose of the Proposed Project or the Work. Notwithstanding such disclosure the Confidential Information shall remain the sole and exclusive property of the disclosing party and as such shall be maintained in confidence by the receiving party using the same care and discretion to avoid disclosure as the receiving party uses with its own similar information that it does not wish to disclose. The receiving party may disclose Confidential Information to its Representatives pursuant to Section 4 below but may not use or disclose it to others without the disclosing party’s prior written consent. Notwithstanding the generality of the foregoing, all intellectual property rights which may subsist in the Confidential Information shall remain with the disclosing party. The receiving party shall not use the confidential information for any purposes

other than the Proposed Project or the Work without the disclosing party’s prior written consent.

3. Information that is not Confidential

Confidential Information shall not include information which:

- (a) is previously known to or lawfully in the possession of the receiving party prior to the date of disclosure as evidenced by the receiving party’s written record;
- (b) is independently known to or discovered by the receiving party, without any reference to the Confidential Information;
- (c) is obtained by the receiving party from an arm’s length third party having a bona fide right to disclose same and who was not otherwise under an obligation of confidence or fiduciary duty to the disclosing party or its Representatives;
- (d) is or becomes publicly available through no fault or omission of, or breach of this Schedule “C” by, the receiving party or its Representatives;
- (e) is disclosed by the disclosing party to another entity without obligation of confidentiality; or
- (f) is required to be disclosed on a non-confidential basis pursuant to a judicial or governmental order or other legal process as described in Section 6 or as set forth in Section 5.
- (g) is contained in the Connection Impact Assessment report prepared by North Bay Hydro pursuant to the terms of this Agreement and marked by North Bay Hydro for release to the public, including, but not limited to the distribution connected customers that may be impacted by the Proposed Project.

4. Disclosure to Representatives

Confidential Information shall only be disclosed to Representatives who need to know the Confidential Information for the purposes of the Proposed Project or the Work. Except in the case of officers, directors or employees, Confidential Information may only be disclosed to Representatives where the receiving party has an agreement in place with those Representatives sufficient to obligate them to treat the Confidential Information in accordance with the terms hereof. The receiving party hereby specifically acknowledges that it shall be solely responsible to ensure that its Representatives comply with the terms of this Schedule “C” and that the receiving party shall defend, indemnify and hold harmless the disclosing party from and against all suits, actions, damages, claims and costs arising out of any breach of this Schedule “C” by the receiving party or any of its Representatives.

5. Compelled Disclosure

In the event that a receiving party, or anyone to whom a receiving party transmits Confidential Information

pursuant to this Schedule "C" or otherwise, becomes legally compelled to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice so that the disclosing party may seek injunctive relief or other appropriate remedies. In the event that both parties are unable to prevent the further transmission of the Confidential Information, the receiving party will, or will use reasonable efforts to cause such person to whom the receiving party transmitted the Confidential Information to furnish only that portion of the Confidential Information, which the receiving party is advised by written opinion of counsel is legally required to be furnished by the receiving party, to such person and exercise reasonable efforts to obtain assurances that confidential treatment will be afforded to that portion of the Confidential Information so furnished.

6. Records with respect to Confidential Information

The receiving party shall keep all written or electronic confidential information furnished to or created by it. All such Confidential Information, including that portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by the receiving party or by its Representatives, is the disclosing party's property and will be returned immediately to the disclosing party or destroyed upon its request and the receiving party agrees not to retain any copies, extracts or other reproductions in whole or in part. If a receiving party does not receive a request to return Confidential Information to the disclosing party within six months of the last communication between the parties concerning the Proposed Project or the Work then the receiving party shall destroy any Confidential Information it holds.

Notwithstanding the foregoing and provided that the Proposed Project is connected to North Bay Hydro's distribution system, North Bay Hydro shall have the right to retain such electrical information concerning the Proposed Project that it has received from the Generator or its Representatives for the purpose of North Bay Hydro making the required calculations and decisions related to the design, operation, and maintenance of North Bay Hydro's facilities and those for any other person that may connect or is considering connecting to North Bay Hydro's distribution system that could be impacted by the Proposed Project.

7. Remedies

The receiving party agrees that the disclosing party would be irreparably injured by a breach of this Schedule "C" and that the disclosing party shall be entitled to equitable relief, including a restraining order, injunctive relief, specific performance and/or other relief as may be granted by a court to prevent breaches of this Schedule "C" and to enforce specifically the terms and provision hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which the

disclosing party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Schedule "C" but shall be in addition to all other remedies available at law or equity.

8. Term

This Agreement shall be effective as of the date of this Agreement and shall remain in force and effect for a period of three (3) years thereafter, unless modified by further written agreement of the parties.

APPENDIX "I"

DISTRIBUTION SERVICES AGREEMENT RESIDENTIAL

Date: _____, Acct. No.: _____

As a condition of supply of the above, the undersigned agrees to accept responsibility for and payment of bills issued by NORTH BAY HYDRO DISTRIBUTION LIMITED for billed services, including late payment charges and any applicable Government taxes. The undersigned further agrees to accept the policies and procedures as set from time to time by North Bay Hydro Distribution Limited. North Bay Hydro Distribution Limited carries out regular and necessary maintenance of its distribution system assets, however it is unable to guarantee a continuous and constant supply of electricity due to potential unforeseen circumstances beyond its control. Please provide two (2) forms of identification with signatures, including one photo id.

EFFECTIVE DATE.....

Mr.
Mrs. NAME IN FULL.....
Miss (Surname) (First) (Initial)

SERVICE ADDRESS..... APT. #..... OWNER.....
TOWN & POSTAL CODE..... OR
TENANT.....

BILLING ADDRESS IF DIFFERENT FROM ABOVE.....

TOWN.....POSTAL CODE.....

RESIDENCE PHONE (.....)..... BUSINESS PHONE(.....).....

EMPLOYER.....

IDENTIFICATION: SIN#..... DRIVERS LICENCE#.....

OWNER'S NAME & ADDRESS (IF TENANT).....

TOWN......POSTAL CODE.....

NAME OF CUSTOMER'S SPOUSE OR CO-OCCUPANT..... BUSINESS PHONE (.....).....

NEW CUSTOMER'S FORMER NORTH BAY ADDRESS

..... TOWN.....POSTAL CODE.....
(IF APPLICABLE)

SIGNATURE..... SIGNATURE.....
(REQUIRED FOR BOTH NAMES ON ACCOUNT)

(THIS FORM MUST BE RETURNED WITHIN 10 DAYS)

APPENDIX "J"

DISTRIBUTION SERVICES AGREEMENT COMMERCIAL/INDUSTRIAL

Date: _____, Acct. No.: _____

As a condition of supply of the above, the undersigned agrees to accept responsibility for and payment of bills issued by NORTH BAY HYDRO DISTRIBUTION LIMITED for billed services, including late payment charges and any applicable Government taxes. The undersigned further agrees to accept the policies and procedures as set from time to time by North Bay Hydro Distribution Limited. North Bay Hydro Distribution Limited carries out regular and necessary maintenance of its distribution system assets however is unable to guarantee a continuous and constant supply of electricity due to potential unforeseen circumstances beyond its control.

EFFECTIVE DATE

LEGAL BUSINESS NAME.....OPERATING AS.....

SERVICE ADDRESS.....UNIT #.....

BUSINESS PHONE (.....)..... HEAD OFFICE PHONE (.....).....

RESIDENCE PHONE (.....).....

BILLING ADDRESS IF DIFFERENT FROM SERVICE ADDRESS.....

TOWN.....PROVINCE.....POSTAL CODE.....

TYPE OF BUSINESS.....

CORPORATE OFFICERS (AS PER REGISTRATION CERTIFICATE)/OR PARTNERS NAMES

NAME.....ADDRESS.....PHONE #.(.....).....

NAME.....ADDRESS.....PHONE#.(.....).....

INDICATE WHETHER YOU OWN OR LEASE THE BUILDING: O (OWNER).....T (TENANT)..... SQ. FOOTAGE OF UNIT/BUILDING.....

OWNERS NAME & ADDRESS (IF TENANT).....

NAME OF APPLICANT.....ADDRESS.....
(PLEASE PRINT)

TOWN.....PROVINCE.....POSTAL CODE.....

SIGNATURE.....
(I have the authority to bind the Corporation)

(THIS FORM MUST BE RETURNED WITHIN 10 DAYS)

APPENDIX C - SERVICE AGREEMENT

RETAIL SETTLEMENT CODE

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SERVICE AGREEMENT

This Service Agreement made this _____ day of _____, _____

BETWEEN North Bay Hydro Distribution Limited, a distributor licensed by the Ontario Energy Board (the “Distributor”)

AND _____, a retailer licensed by the Ontario Energy Board (the “Retailer”)

From time to time, the Retailer and the Distributor shall be individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS the Retailer wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

WHEREAS the Distributor is required by Chapter 12 of the Retail Settlement Code to enter into a Service Agreement with each retailer licensed by the Ontario Energy Board (the “Board”) who wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

WHEREAS the form of this Agreement is an Appendix to the Retail Settlement Code, has been approved by the Board, and may not be waived, altered, amended or modified, except as provided herein or as authorized by the Board,

NOW THEREFORE for and in consideration of the covenants and conditions hereinafter set forth, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties mutually agree as follows:

ARTICLE 1 - Interpretation

Article 1.1 Definitions

Unless otherwise defined in this Agreement, words and phrases shall have the meaning ascribed to them in the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15, Schedule B, the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A, or the Retail Settlement Code as the case may be.

In this Agreement:

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

“Agreement” means this agreement, all exhibits and appendices referenced herein and attached hereto and all other documents incorporated by reference pursuant to the terms hereof;

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday as defined in the Province of Ontario;

“Confidential Information” means all confidential information concerning the business, operations, financing and affairs of the Parties, including without limiting the generality of the foregoing, the following:

- (a) all trade secrets and know-how of either Party;
- (b) all information relating to either Party or to any person with which either Party does business and which is not generally known;
- (c) a Party’s customer’s list and records;
- (d) a Party’s marketing, pricing and sales policies, techniques and concepts;
- (e) the habits and preferences of a Party’s customers and prospective customers; and
- (f) a Party’s financial records;

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

“person” means an individual, partnership, corporation, association, or other incorporated or unincorporated organization or legal entity;

“Retail Settlement Code” or “Code” means the Retail Settlement Code approved by the Board.

1.2 Sections and Headings

The division of this Agreement into Articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

Words importing the singular include the plural and vice versa.

Article 2 - Purpose and Scope and Term

All appendices referenced in this Agreement and attached hereto shall be considered part of this Agreement and incorporated herein.

Article 2.1 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understanding and agreements between the Parties with respect to the same.
- (b) The Parties are bound by the terms set forth in this Agreement and incorporated by reference.
- (c) A reference to a document or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision of that document.
- (d) Notwithstanding any provision or agreement to the contrary, the Parties agree that they are bound by the terms of the Retail Settlement Code as amended from time to time and agree that the Retail Settlement Code forms part of this Agreement.

Article 2.2 Relationship of the Parties

- (a) Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool or, syndicate or agency between the parties. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name, of the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party, except as shall be provided for herein.
- (b) Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers.

Article 2.3 Term of Agreement Effective Date

The term of this Agreement shall commence on the date of execution of this Agreement by the last Party to execute the Agreement (the “Effective Date”).

Article 2.4 Termination

- (a) **Mandatory Termination**
This Agreement shall terminate on the earlier of:
 - (i) the date the Retailer informs the Distributor that it no longer is operating as a retailer in the Distributor’s service territory;
 - (ii) the date of suspension, revocation, cancellation, or non-renewal of the Retailer’s licence.
- (b) **Permissive Termination**
Either Party shall have the option to terminate (the “Terminating Party”) if either Party materially defaults in the payment or performance of any material obligation provided for in this Agreement (“Event of Default”). Where an Event of Default has occurred, the Terminating Party may give notice, in accordance with section 7.5, setting out details of the Event of Default. The Agreement shall terminate after 10 Business Days have elapsed from the giving of notice by the Terminating Party, unless the other Party gives notice within that time period, in accordance with section 7.5, that the Event of Default has been rectified. If the Terminating Party does not accept the actions taken by the Defaulting Party to rectify the Event of Default, either Party may seek a conclusive determination of the issue in accordance with Article 6 of this Agreement.
- (c) Articles 5 and 6 and section 7.5 survive the termination of this Agreement.

Article 3 - Security Arrangements

Article 3.1 Type of Security

The Distributor shall, in accordance with the Retail Settlement Code, accept any of the type or types of security which the Retailer chooses to provide from the types of security listed in the first paragraph of section 8.3 of the Retail Settlement Code. The Distributor may refuse the security proposed by the Retailer based on the quality of the security which the Retailer proposes to provide. The Distributor may not act unreasonably or in a discriminatory manner in refusing the security proposed by the Retailer.

Article 3.2 Details of Security Arrangements

Appendix B to this Agreement shall contain the following information:

- (a) the frequency with which the Distributor intends to update the amount of security required which, in accordance with the Retail Settlement Code, shall be at least every three months;
- (b) a description of the type or types of security that will be provided by the Retailer;
- (c) contact information for any financial or other institutions involved in the security arrangements;
- (d) a listing of any legal documents such as a surety bond or letter of credit related to the security arrangements; and
- (e) any other terms and conditions related to security arrangements negotiated between the Distributor and the Retailer in addition to the matters referred to in this Agreement.

Article 4 - Financial Arrangements

Article 4.1 Billing

- (a) If the Retailer chooses distributor-consolidated billing and the Distributor is not providing rate-ready billing to the Retailer, the Retailer shall provide bill-ready information to the Distributor within the time period established by the Distributor and set out in Appendix C to this Agreement. If bill-ready information is not provided by the Retailer within the time period set out in Appendix C, the Distributor may send a bill to the Retailer's consumer covering all charges for non-competitive electricity services. A distributor shall continue to issue settlement statements in accordance with section 7.2.1 of the Retail Settlement Code in order to collect the cost of competitive electricity services calculated according to Chapter 3 of the Retail Settlement Code. The Retailer remains liable to the Distributor for all charges for competitive electricity services incurred by the Distributor on behalf of the Retailer.
- (b) Where the Retailer chooses distributor-consolidated billing, the Distributor shall include, with the first bill submitted by the Distributor to the Retailer for monies owed to the Distributor, the following information:
 - (i) a summary of the Distributor's meter reading practices by customer category;
 - (ii) a list of languages in which the distributor provides billing service;
 - (iii) a statement of the number of days following the meter reading date within which an invoice will be issued to the Retailer with respect to those consumers whose meters were read;
 - (iv) a summary of all charges that will be itemized by consumer account on the invoice presented by the Distributor to the Retailer;
 - (v) summary of charges for which the Distributor will bill the Retailer according to a different schedule than that described above or that will not be itemized by consumer account, in accordance with the Rate Handbook and sections 7.1.1, 7.2.1 and 7.3.1 of the Retail Settlement Code.
- (c) Where any of the information described in clause (b) changes, the Distributor shall inform the Retailer of the change with the first bill submitted by the Distributor to the Retailer subsequent to the change.

4.2 Payment

- (a) Payments from each Party to the other Party shall be made in accordance with the Code. The Distributor and the Retailer shall set out the information necessary for payment to each Party in Appendix D to this Agreement.
- (b) The form and details of payment shall be in accordance with the specific arrangements negotiated between the Parties and set out in Appendix E and shall include the number of Business Days following the issuance of an invoice that payment is due.

Article 5 - Confidential Information

5.1 Confidentiality

- (a) Each Party acknowledges and agrees that:
 - (i) all Confidential Information which is furnished to them by or with the concurrence of the other Party or to which they become privy, is furnished to them in confidence;
 - (ii) at all times they shall keep the Confidential Information in the strictest of confidence;
 - (iii) they shall not disclose, directly or indirectly, the Confidential Information to any other person, except as permitted by this Agreement, the Retail Settlement Code or other applicable law;
 - (iv) they shall use the Confidential Information solely to fulfil the rights and obligations of this Agreement;
 - (v) they shall not use, at any time, any Confidential Information for their own benefit or purposes or for the benefit or purposes of any person, other than to further the rights and obligations of this Agreement;
 - (vi) the disclosure of Confidential Information will be highly detrimental to the Party who's information has been disclosed;
 - (vii) they shall indemnify and save harmless the Party from and against any and all Claims occasioned or suffered by the Party as a result of the party disclosing any of the Confidential Information contrary to the provisions of this Article.
- (b) Without prejudice to any other rights of the Parties, the Parties acknowledge and agree that if a Party breaches or otherwise violates, or attempts to breach or otherwise violate, the provisions of this Article, the other Party will likely suffer irreparable harm and an injunction or other like remedy may be the only effective remedy to protect the Party's rights and interests and agree that an interim injunction against such breach or violation may be granted immediately on the commencement of any law suit.
- (c) The provisions of this Article 5 shall apply in addition to, and not in substitution for, all obligations owed by the Parties to each other at law or in equity, including, without limitation, fiduciary duties and duties of confidentiality.
- (d) The restrictions contained in this Article 5 shall not apply to any portion of Confidential Information which becomes generally known to the public, unless the Party in question is responsible for making the Confidential Information known to the public.

Article 6 - Dispute Resolution

6.1 Exclusivity

- (a) Except where this Agreement states otherwise, the dispute resolution procedures set forth in this Article 6 shall apply to all disputes arising between the Distributor and the Retailer regarding this Agreement including the Retail Settlement Code and shall be the only means for resolving any such disputes.
- (b) The dispute resolution procedures set forth in this Agreement do not apply to disputes that have not yet been referred in accordance with paragraph 6.2(a) prior to this Agreement being terminated.

6.2 Duty to Negotiate

- (a) Any dispute between the Distributor and the Retailer over this Agreement shall first be referred to a designated representative chosen by the Distributor and to a designated representative chosen by the Retailer for resolution on an informal basis.
- (b) Such designated representatives shall attempt in good faith to resolve the dispute within thirty days of the date when the dispute was referred to them. The Parties may extend such period by agreement in writing.
- (c) Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of each Party. The resolution shall bind the Parties and their respective successors and assigns, and shall not, except for either Party's subsequent failure to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.
- (d) If either Party refuses to honour the designated representatives' resolution as executed, the other Party may immediately commence arbitration under this Article to enforce the resolution.

6.3 Referral of Unresolved Disputes

If the designated representatives cannot resolve the dispute within the time period set out in paragraph 6.2(b), either Party may submit the dispute to binding arbitration and resolution in accordance with the arbitration procedures set out below.

6.4 External Arbitration Procedures

- (a) Subject to section 6.5 below, the Parties shall submit any arbitration begun under this section to a single neutral arbitrator.
- (b) In choosing an arbitrator, the Parties shall negotiate in good faith. All arbitrations under this Agreement shall be conducted in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17 (the "Arbitration Act") as amended from time to time, except as modified herein.
- (c) The arbitrator(s) shall have exclusive authority to hear and decide any dispute between the Parties that is subject to arbitration under this Agreement or the Code.

6.5 Appointment of Arbitrator

- (a) If the Parties cannot agree upon a single arbitrator within fifteen days after referring the dispute to arbitration, each Party shall within five more days choose one individual who shall sit on a three-member arbitration panel.
- (b) The two arbitrators chosen by the Parties shall within twenty business days, in good faith, choose a third person to be the third arbitrator, who shall chair the arbitration panel.
- (c) Neither Party may at any time during the arbitration revoke its choice of arbitrator, unless the other Party consents in writing.
- (d) If the Parties do not choose the two arbitrators within the five day time period set out in paragraph 6.5(a), either Party or both Parties may apply to the court to appoint a single arbitrator.
- (e) The individual(s) chosen as the arbitrator(s) shall be qualified by education and experience to decide the matter. The arbitrator(s) shall be at arm's length from all Parties to the arbitration and shall not be members of the audit or legal firm or firms who advise any Party to the arbitration, nor shall the arbitrator(s) be otherwise regularly retained by any of the Parties to the arbitration.

6.6 Written Statement of Dispute and Response

- (a) Within twenty business days after the individual arbitrator or arbitration panel are named, the applicant shall submit to the arbitrator(s) a written statement. The statement shall set out:
 - (i) the nature of the dispute and the applicant's position,
 - (ii) the names of each Party's main contact for the arbitration process along with their addresses, phone numbers and fax numbers,
 - (iii) any claims for relief,
 - (iv) the grounds for that relief,
 - (v) the proposed resolution or relief sought,
 - (vi) the names of any third Parties with material knowledge or information relevant to the dispute, and
 - (vii) any documents that the Party wishes the arbitrator(s) to consider.
- (b) The responding Party shall have twenty business days to respond to the filing, setting forth its position and the information that it deems relevant.

6.7 Discovery of Facts

- (a) There shall be no discovery of facts taken, sought, or otherwise instituted by any means except as approved by the arbitrator(s).
- (b) The arbitrator(s) shall provide a time schedule for any such discovery.
- (c) The arbitrator(s) may at any time retain non-Party technical experts to advise and assist them during the arbitration. The advice of these experts shall be made known to the Parties.

6.8 Confidentiality of Documents

All meetings and hearings shall be in private unless the Parties to the arbitration agree otherwise. The Party providing any document or other information in the arbitration that would not otherwise be available to the other Party may in good faith designate it as confidential, provided that the Parties shall first submit to the arbitrator(s) an agreed upon written statement of procedures for handling and protecting material designated as confidential, which the arbitrator(s) may accept or modify as they may deem appropriate. If the Parties cannot agree upon confidentiality procedures, the arbitrator(s) shall decide them as appropriate.

6.9 Procedural Rules

- (a) The arbitrator(s) may adopt any procedural rules that they, at their sole discretion, deem appropriate to conducting the arbitration and facilitating the resolution of the dispute.
- (b) No procedural rule adopted by the arbitrator(s) shall extend the time period set forth in paragraph 6.10(a); but the arbitrator(s) shall render a final disposition of the dispute within that period, which may not be extended or reduced unless the Parties consent in writing.
- (c) Refusal by either Party to comply with an order of the arbitrator(s) adopting or modifying any procedural rule shall constitute, in the sole discretion of the arbitrator(s), grounds for default and a finding in favour of the other Party.

6.10 Decision Requirements

- (a) Any dispute submitted for arbitration under this Article 6 shall be finally decided by the arbitrator(s) no later than thirty days from the completion of the hearing.
- (b) Unless the Parties agree otherwise in writing, the final decision of the arbitrator(s) shall set forth in writing their findings of fact and any conclusions of law and be based on the evidence before them, the applicable laws of Ontario and Canada, the Market Rules, the licences and Codes issued by the Board and any the Agreement and any relevant decisions of courts, agencies, or earlier arbitrations under this Part.
- (c) A copy of the decision, with any Confidential Information expunged, shall be made available to the public.

6.11 Finality of Decisions

- (a) The decision shall be final and binding on the Parties to the arbitration and shall not be subject to any appeal or review procedure.
- (b) Each Party hereby waives any and all rights or ground it believes that it has, or at any time after may have, to challenge, appeal in any way, or otherwise seek to set aside in any court or other tribunal any decision by the arbitrator(s).
- (c) Notwithstanding anything else in this subsection, if either Party fails to act in accordance with the decision of the arbitrator(s), the other Party may then seek enforcement of the decision in any court of competent jurisdiction.

6.12 Arbitration Act

- (a) Nothing in this Code shall be construed as affecting any rights available to the Parties under section 3 of the Arbitration Act.
- (b) If and so far as any provision of section 6.10 is adjudged or otherwise deemed invalid by a court of competent jurisdiction, the provisions of the Arbitration Act shall apply.

6.13 Costs

- (a) The arbitrator(s) shall award costs for an arbitration as if it had been a proceeding in Ontario Superior Court, and the arbitrator(s) shall therefore, in awarding or denying costs to a Party, follow the provisions on costs set out in the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43 and the Ontario Rules of Civil Procedure, including without limitation the provisions in those rules concerning settlement offers and case law applicable in Ontario.
- (b) If either Party fails to comply with the decision of the arbitrator(s) and the other Party afterwards seeks relief under section 6.11, the Party seeking the relief shall be entitled to receive from the other Party its costs of seeking the relief from the other Party (including its reasonable legal costs) once a court of competent jurisdiction has issued a final, non-appealable order in its favour.

Article 7 - General

7.1 Waiver

The failure of any Party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants of this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other subsequent breach thereof nor a waiver by the Party at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the Party has failed to exercise such right, power or option. Nothing shall be construed as or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the Party which expressly or impliedly waives a right, power or option under this Agreement.

7.2 Amendments and Modifications to this Agreement

- (a) Subject to paragraphs 7.2(d) and (e), the amendment or modification of any part of this Agreement or the addition of any provision to this Agreement, including a new appendix, must be approved by the Board.
- (b) The Board may require amendments to this Agreement or to the requirements for the content of the Appendices attached to this Agreement.
- (c) The Parties to this Agreement agree to forthwith, upon receipt of notice from the Board, do all things and take all actions necessary to amend this Agreement as specified by the Board, and where necessary, to give retroactive effect to such amendments.
- (d) In Appendices A, C, D and E where information is to be filled in or an option is to be chosen by the Distributor, these items may be amended by the Distributor by giving notice to the Retailer and where information is to be filled in or an option is to be chosen by the Retailer, these items may be amended by the Retailer by giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.
- (e) The provisions of Appendix B referred to in paragraph 3.2(a) may be amended by the Distributor giving notice to the Retailer and the provisions of Appendix B referred to in paragraphs 3.2(b), 3.2(c) and 3.2(d) may be amended by the Retailer giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.

7.3 Assignment and Delegation

- (a) Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (b) Notwithstanding subsection (a), either Party may subcontract its duties under this Agreement to a subcontractor, provided that the Party that subcontracts its responsibility shall:
 - (i) remain fully responsible as a principal and not as a guarantor for performance of any subcontracted obligations and,
 - (ii) cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

7.4 Severability

- (a) If any provision of this Agreement or application thereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

- (b) If a court of competent jurisdiction finds any restrictive covenant contained in this Agreement to be unenforceable in whole or in part, including without limitation as to duration and/or territory, the Parties hereby direct the court to reduce the scope of such provision to that which is reasonable and enforceable in the circumstances.

7.5 Notices

Any demand, notice or other communication (“Notice”) to be given in connection with this Agreement shall be given in writing and shall be sufficiently given if:

- (a) delivered personally;
- (b) sent by registered mail;
- (c) sent by facsimile, with confirmation of receipt by the Party;
- (d) delivered by courier with confirmation of receipt by the Party; or,
- (e) other means of electronic communication with confirmation of receipt by the Party,

to the contact person set out at Appendix A to this Agreement or to such other person at such other address as the Party to whom such Notice is to be given shall have advised the Party giving the same in the manner provided in this section. Any Notice delivered personally shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such Notice shall be deemed to have been given and received on the next following Business Day. Any Notice sent by registered mail shall be mailed in Ontario, and if so mailed, shall be deemed to have been given and received on the fourth Business Day following the date of mailing. Any Notice transmitted by electronic communication shall be deemed given and received on the day of its transmission provided that such day is a Business Day and such transmission is completed before 5:00 p.m. on such day, failing which such Notice shall be deemed given and received on the first Business Day after its transmission.

7.6 Statutes

Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

7.7 Applicable Law

This Agreement shall be construed in accordance with the laws of Ontario including, in particular, the Electricity Act and the Act, and the laws of Canada applicable in Ontario and shall be treated in all respects as an Ontario contract. Each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

7.8 Time

Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.

7.9 Calculation of Time

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next following Business Day.

7.10 Further Assurances

The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement. Each Party shall provide and execute such further documents or instruments as may be reasonably required by any other Party, exercise its influence and do and perform or cause to be done or performed such further and other acts as may be reasonably necessary or desirable to effect the purpose of and to carry out the provisions of this Agreement.

7.11 Counterparts and Execution by Fax

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered to each of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or a photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party to this Agreement.

7.12 Binding Effect

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed.

Distributor

Per:

 Manager Finance

Retailer

Per:

 Title

APPENDIX A

Contact Information

(The Distributor shall fill in the blanks)

Mr. Mrs.
Miss Ms.

Tennant Cindy

Last Name:	Full First Name:	Initial:
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Other:

Manager Finance

Position Held:

Contact Address (if R.R., give Lot, Concession No. and Township):

74 Commerce Cres P.O. Box 3240

North Bay	Ontario	P1B 8Y5
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City	Province	Postal Code
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ctennant@northbayhydro.com	705-474-8100 ex 310	705-474-6483
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E-mail Address	Phone Number	FAX Number
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(The Retailer shall fill in the blanks)

Mr. Mrs.
Miss Ms.

Last Name:	Full First Name:	Initial:
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Other:

Position Held:

Contact Address (if R.R., give Lot, Concession No. and Township):

City	Province	Postal Code
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E-mail Address	Phone Number	FAX Number
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Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Customer Billing Services

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Renaud	Darren
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	IT and Billing Manager		
		_____	_____
	Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):			
74 Commerce Cres. P.O. Box 3240			
		_____	_____
	North Bay	Ontario	P1B 8Y5
	_____	_____	_____
	City	Province	Postal Code
		_____	_____
	drenaud@northbayhydro.com	705-474-8100 ex 234	705-474-6483
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>		
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	_____		
		_____	_____
	Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):			

		_____	_____
	City	Province	Postal Code
		_____	_____
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Security Issues and Arrangements

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Tennant	Cindy
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	_____		
	Position Held:	Alternate Contact:	

	Contact Address (if R.R., give Lot, Concession No. and Township):		
	74 Commerce Cres P.O. 3240		
	_____	_____	_____
	North Bay	Ontario	P1B 8Y5
	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	ctennant@northbayhydro.com	705-474-8100 ex 310	705-474-6483
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>		
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	_____		
	Position Held:	Alternate Contact:	

	Contact Address (if R.R., give Lot, Concession No. and Township):		

	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Settlements

(The Distributor shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Renaud	Darren
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	IT and Billing Manager		
	_____	_____	_____
	Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):			
74 Commerce Cres P.O. Box 3240			
	_____	_____	_____
	North Bay	Ontario	P1B 8Y5
	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	drenaud@northbayhydro.com	705-474-8100 ext 234	705-474-6483
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>		
Miss <input type="checkbox"/>	Ms. <input type="checkbox"/>		
		_____	_____
	Last Name:	Full First Name:	Initial:
Other:	_____		
	_____	_____	_____
	Position Held:	Alternate Contact:	
Contact Address (if R.R., give Lot, Concession No. and Township):			

	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

APPENDIX B

Security Arrangements

* The Board is consulting on proposed amendments to Chapter 8 of the Code that will affect the content of this appendix. The requirements for this appendix will be established at a future date.

Appendix C

Billing Services

The Distributor and Retailer agree to the following business practices.

Data Flow for Distributor-Consolidated Billing

- Usage will be sent to the Retailer as per section 5.2 of the Code.
- The Distributor must receive all bill-ready information, via the EBT System, no later than 5:00 p.m., two business days after the Usage transaction was sent.
- The Distributor will accept 1 line item(s) per customer bill account per bill period (blank to be filled in by the Distributor).
- The Distributor will only accept up to 20 characters for the Retailer's line item consisting of the description (blank to be filled in by the Distributor). The dollar value will be in addition to this information. All spaces, including empty spaces, are considered characters. If the description exceeds the allowable length, it will be truncated to comply with the Distributor's requirement. This line item must be for commodity only.
- The Distributor will accept the following languages from the Retailer for the line item description:
 - English
 - English and French
 - Language of the customer's bill

(The Distributor shall tick at least one of the above boxes)

Rate Changes

The Distributor will provide notification to the Retailer of any approved changes to the Distributor's rates at the same time the Distributor notifies its customers.

Retail Service Charges

All Retail Service Charges will be billed at the discretion of the Distributor with the Settlement Invoice or Market Participant Invoice when one is sent.

All STR fees will be calculated on a:

- Daily basis
- Billing month basis

All fixed customer charges/credits will be calculated on a:

- Daily basis
- Billing month basis

All other retail service charges will be billed:

- Daily basis
- Billing month basis

(The Distributor shall tick one of the boxes for each of the three statements set out above)

Note: Where a Retail Service Charge is calculated on a daily basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the day before the Invoice is issued. Where a Retail Service Charge is calculated on a monthly basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the end of the most recently completed Billing Month.

Optional Additional Billing Lines and Rate Ready Billing

The Distributor is able to provide rate ready billing to the Retailer using an OEB approved rate:

- Yes
- No

The Distributor is able to provide additional bill line items to the Retailer using an OEB approved rate, if applicable:

- Yes
- No

(The Distributor shall tick one of the boxes for each of the two statements set out above)

EBT Transaction Processing

As of the date this Service Agreement is executed, the Distributor is using *Savage Hub-In-a-Box* (name of hub or point to point use to be filled in by the Distributor) and the Retailer is using _____ (name of hub or point to point use to be filled in by the Retailer) for processing EBT transactions.

Settlement Invoice Timing

A Distributor shall issue a settlement invoice to a Retailer 5 day(s) following receipt of the preliminary price and usage data provided by the IMO or by the host distributor for the last trading day in the billing period covered by the settlement invoice.

Distributor Meter Read and Billing Timelines

For each customer class, the Distributor shall provide the following information:

Customer Class Category	Meter Reading Frequency	Billing Frequency for customers billed under SSS or distributor- consolidated billing	Number of Days when Payment is Due Following the Billing Date for customers billed under SSS or distributor- consolidated billing (i.e. the date the bill is produced)
Residential	Monthly	Monthly	16
General service < 50kW	Monthly	Monthly	16
General service > 50 kW	Monthly	Monthly	16
Interval	Every 15 minutes	monthly	16
Sentinel lights	Monthly	Monthly	16
Street lights		monthly	16
UNmetered scattered load		monthly	16

The Distributor shall provide detailed meter read and billing cycle schedules to the Retailer for a 1 month period within 30 days of entering into this Agreement (blank to be filled in by Distributor).

Time for Changing Service Provider

Section 10.5.1 of the Code, provides that a Distributor may specify a number of days not in excess of twenty business days before the next scheduled meter read where, if the Distributor receives an STR with a lesser number of days to go before the next scheduled meter read, the Distributor is not be obligated to change the service provider until the scheduled meter read following the next scheduled meter read. For the purposes of section 10.5.1 of the Code, the specified time period is 20 days before the next scheduled meter read.

Customer Transfers

In accordance with section 10.5.1 of the Code, where a service transfer is scheduled to take effect on the next scheduled meter read date and the meter read is not successful, the Distributor shall undertake a special meter read at no charge to the requesting party within five business days following the missed read, unless past meter reading records indicate that the likelihood of a successful meter read is low. In the event that a special meter read is unlikely to be successful or is attempted and fails, the Distributor shall:

- process the transfer using an estimated read
- use estimates provided by customers in lieu of an estimated read
- negotiate a different course of action

(The Distributor must tick at least one of the three boxes set out above but may tick all three or two)

Bill Option Change

The Retailer shall notify the Distributor a minimum of 60 calendar days in advance, in the event that a Retailer requests a bill option change for a quantity of the Retailer's enrolled customers that is in excess of 1% of the total customer base serviced by the Distributor at the signing of this Service Agreement, which represents 230 customer billing accounts.

(If the Retailer does not wish to provide such notification, the Distributor may strike out and initial the above paragraph. Otherwise, the Distributor shall fill in the blank).

Use of Regular Estimates in Billing

Where a Distributor uses estimates to bill regularly between meter readings, e.g. bimonthly meter reading and monthly billing, the estimation technique used will be:

- Option 1
- Option 2

per section 3.5.3 of the Code

(The Distributor shall tick one of the above boxes)

GST on amounts charged to consumers:**Distributor-Consolidated Billing – Rate Ready**

The Distributor shall calculate, collect and remit to Canada Customs & Revenue Agency ("CCRA") GST on both competitive and non-competitive electricity services. The Distributor shall account for the GST charged on competitive electricity services as the GST becomes collectible.

Distributor-Consolidated Billing – Bill Ready

In each of the three options set out below, the Distributor shall calculate, collect and remit to CCRA GST on non-competitive electricity services charged to consumers. GST with respect to competitive electricity services charged to consumers shall be addressed in the following manner:

- The Distributor shall calculate, collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.
- The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.
- The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect the GST on competitive electricity services and forward it to the Retailer as it is collected. The Retailer shall remit the GST on competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)

Retailer Consolidated Billing

In each of the three options set out below, the Retailer shall calculate, collect and remit to CCRA GST on competitive electricity services charged to consumers. GST with respect to non-competitive electricity services charged to consumers shall be addressed in the following manner:

- The Retailer shall calculate, collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.
- The Distributor shall calculate GST on non-competitive electricity services and provide the result to the Retailer as a separate line item. The Retailer shall collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.
- The Distributor shall calculate GST on non-competitive electricity services and provide the result to the

Retailer as a separate line item. The Retailer shall collect the GST on non-competitive electricity services and forward it to the Distributor as it is collected. The Distributor shall remit the GST on non-competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)

APPENDIX D**Payment Arrangements**

Payment shall be made according to the following instructions:

PAYMENT TO THE DISTRIBUTOR

(The Retailer shall fill in the blanks)

Electronic Business Transfer

Other:

Legal Name _____

Contact Information (if different than Exhibit A) _____

Banking Institution _____

Account Number: _____

Address: _____

City

Province

Postal Code

E-mail Address

Phone Number

FAX Number

PAYMENT TO THE RETAILER

(The Distributor shall fill in the blanks)

Electronic Business Transfer

Other:

Legal Name _____
North Bay Hydro Distribution Limited

Contact Information (if different than Appendix A) _____
Cindy Tennant

Banking Institution _____
TD Canada Trust

Account Number: _____
Branch 3120 a/c# 0300640

Address: _____
240 Main St. East

Ontario

P1B 1B1

North Bay

City

Province

Postal Code

705-472-4370

705-474-6297

E-mail Address

Phone Number

FAX Number

APPENDIX E

Details of Payment

Any discrepancies should be brought to the attention of the other party and, if confirmed, a credit/debit will be processed for the next payment cycle.

The Retailer shall make payments to the Distributor by:

- Pre-authorised payment, or
- Electronic Funds Transfer.

(The Retailer shall tick one of the above boxes)

The Distributor shall make payments to the Retailer by:

- Pre-authorised payment, or
- Electronic Funds Transfer.

(The Distributor shall tick one of the above boxes)

Appendix P – Net Metering Agreement



Net Metering Connection Agreement

In consideration of North Bay Hydro agreeing to allow you to connect your 500 kW or smaller generation facility to North Bay Hydro's distribution system, North Bay Hydro requests that you understand and accept the following terms and conditions:

1.0 Eligibility

- 1.1 Your generation facility must generate electricity solely from wind, waterpower, solar radiation, an agricultural bio-mass resource or any combination of the above.
- 1.2 The electricity generated by your generation facility must be primarily for your own use at the metered location.
- 1.3 The maximum cumulative output capacity of the equipment used to generate electricity shall be no greater than 500 kW based on the rated maximum output capacity of the equipment.
- 1.4 You agree that the connection of your generation facility to North Bay Hydro's distribution system shall also be bound by the requirements of the *Distribution System Code* and North Bay Hydro's Conditions of Service.
- 1.5 You are not participating in Ontario's Standard Offer Program.

2.0 Technical Requirements

- 2.1 You agree to have special transfer and isolating capabilities installed on your generation facility if you wish to run it during a power outage affecting North Bay Hydro's distribution system. You also agree that your generation facility must be disconnected from North Bay Hydro's distribution system during such an outage.
- 2.2 You have installed an isolation device satisfying Section 84 of the Ontario Electrical Safety Code and agree that North Bay Hydro may operate your isolation device as required for the maintenance and repair of the distribution system. The device must be lockable and accessible at all times by North Bay Hydro personnel.
- 2.3 You agree to have regular scheduled maintenance performed on your generation facility in order to assure that connection devices, protection systems, and control systems are maintained in good working order and in compliance with all applicable laws, statutes, codes, licensing requirements, directives, rules, regulations, policies, orders, or any requirement by any government or government department, commission, board, or agency.
- 2.4 You agree to meet the requirements as outlined in the "Technical Requirements for Generators Connecting to North Bay Hydro's Distribution System" document, which is available from North

Appendix P – Net Metering Agreement

Bay Hydro. Additional requirements may be necessary to address unique situations, and Generators will be advised of any additional requirements at the appropriate assessment stage.

3.0 Liabilities

- 3.1 You covenant and agree that the design, installation, maintenance, and operation of your generation facility will not jeopardize the safety and security of both the generation facility and North Bay Hydro's distribution system. This includes, but is not limited to, automatic disconnection of your generation facility from North Bay Hydro's distribution system, as per North Bay Hydro's generator protective relay settings, in the event of a power outage affecting North Bay Hydro's distribution system or any abnormal operation of North Bay Hydro's distribution system. You acknowledge and agree that the protective relay settings of your generation facility are as specified in Tables 1 and 2 of this Agreement.
- 3.2 You acknowledge and agree that in the event North Bay Hydro, in its sole discretion, determines that your generation facility is damaging and/or is producing adverse effects on other North Bay Hydro customers or on North Bay Hydro's distribution system assets, you will disconnect your generation facility immediately from North Bay Hydro's distribution system and correct the problem at your expense and you will indemnify and save harmless North Bay Hydro for all of the damages and/or adverse effects caused by the connection of your generation facility to North Bay Hydro's distribution system.
- 3.3 Notwithstanding the generality of Section 3.2, you acknowledge and agree that in cases where your generation facility is connected to a North Bay Hydro transformer that you are responsible for any and all damage to the North Bay Hydro equipment caused by the operation of your generation facility.

4.0 Compensation and Billing

- 4.1 If you purchase electricity from North Bay Hydro, you agree that to be billed on a net metering basis, the following applies:
 - 4.1.1 North Bay Hydro will not pay you for any excess generation that results in a net delivery of energy to North Bay Hydro beyond a 12 month period.
 - 4.1.2 Cumulative excess generation can only be carried over for a period of up to 12 months to offset your future electricity costs.
 - 4.1.3 You will be billed monthly.
 - 4.1.4 If your net consumption for a billing period is zero, or results in a credit, the delivery portion of your bill will not include kilowatt-hour based charges.
- 4.2 If you have a contract with an electricity retailer, you agree that the following applies:
 - 4.2.1 You are billed under the bill-ready form of distributor-consolidated billing pursuant to the *Retail Settlement Code*; and
 - 4.2.2 You will not be eligible to be billed on a net metering basis unless the retailer confirms in writing to North Bay Hydro that you and the retailer have an agreement allowing you to return eligible electricity to the retailer for billing on a net metering basis.
- 4.3 You acknowledge in the event that we have not read your meter during the billing period or you have not provided suitable meter readings, North Bay Hydro will bill you as if you have not consumed or returned any electricity. Once an actual meter read is performed, North Bay Hydro will bill you on your actual consumption and credit you for electricity returned. To determine the month in which the value of your accrued electricity credits is reduced to zero, North Bay Hydro will pro-rate the electricity you use and return based on the actual meter readings. For example, we would use your most recent actual meter reading and subtract it from your last actual meter reading to determine your average use and return per day during the billing period.

Appendix P – Net Metering Agreement

- 4.4 If you are a GST registrant, you are required to charge North Bay Hydro for GST on the electricity you generated for input into North Bay Hydro's distribution system. North Bay Hydro is also required to bill you for GST on the amount of electricity you used from North Bay Hydro's distribution system. Both amounts of GST will be shown on your bill. North Bay Hydro is not permitted to "net" the amount of electricity you generated against what you used for the calculation and remittance of GST. Each month, if the GST charged by North Bay Hydro exceeds the GST you charge North Bay Hydro, you will pay the net amount of GST to North Bay Hydro. However, if the GST charged by North Bay Hydro is less than the GST you charge North Bay Hydro, North Bay Hydro will credit the net amount of GST against other charges included on that bill.

In each case, you will report the GST amount you charge North Bay Hydro on Line 103 of the GST return and, if you are eligible to claim GST paid to North Bay Hydro as an input tax credit, the GST you are charged by North Bay Hydro will be reported on Line 106. You will either pay the difference to the Receiver General when you file your GST return or claim a refund if your total credits exceed the taxes you collected. You may wish to consult your accountant about GST treatment.

- 4.5 If you are not a GST registrant, North Bay Hydro is required to charge GST for the electricity you used from North Bay Hydro's distribution system. North Bay Hydro is not permitted to net the amount of electricity you generated against what you used for the calculation and remittance of GST.

5.0 Connection Costs

- 5.1 You agree to pay for the actual cost of modifications and upgrades to the distribution facilities required to connect your generation facility. The amount to be charged to construct the expansion to connect a generation facility to North Bay Hydro's distribution system shall not exceed your share of the present value of the projected capital and on-going maintenance costs for the equipment. Projected revenue and avoided costs from the generation facility shall be assumed to be zero. The methodology and inputs used to calculate this amount are presented in Appendix B of the *Distribution System Code*.

6.0 Future Charges

- 6.1 You agree to pay, if required, any current or future charges or tariffs as approved by the OEB with respect to the connection of your generation facility to North Bay Hydro's distribution system.

7.0 Termination

- 7.1 You may terminate this Agreement at any time by providing North Bay Hydro with 90 days prior written notice.
- 7.2 You agree that North Bay Hydro reserves the right to terminate this Agreement on 30 days prior written notice:
- (a) if the Net Metering program is discontinued; or
 - (b) if you breach a term of this Agreement and do not remedy the breach within 30 days of receiving written notice from North Bay Hydro of the breach.
- 7.3 You acknowledge and agree that upon termination of this Agreement, you must disconnect your generation facility from North Bay Hydro's distribution system in a timely fashion and to North Bay

Appendix P – Net Metering Agreement

Hydro's satisfaction.

- 7.4 Furthermore, you acknowledge and agree that if this Agreement is terminated, you may not be permitted to return eligible electricity to North Bay Hydro for the purpose of being billed on a net metering basis for 12 months after the termination:
- (a) unless the terminated agreement existed on or is the renewal of an agreement that existed on October 24, 2005; and
 - (b) at the same time you give notice of termination or by no later than 10 business days following receipt of termination by North Bay Hydro, you request, in writing, that you be allowed to return eligible electricity to North Bay Hydro for the purpose of being billed on a net metering basis.

I understand, accept and agree to comply with and be bound by the above terms and conditions governing the connection of my generation facility to North Bay Hydro's distribution system.

Customer Signature: _____ Date: _____

Appendix Q

North Bay Hydro Distribution Limited
Tariff of Rates and Charges
Effective May 1, 2007

This schedule supercedes and replaces all previously approved schedules of Rates, Charges and Loss Factors

EB-2007-0561

Monthly rates and charges

Residential

Service Charge	\$	12.9
Distribution Volumetric Rate	\$/kWh	0.0113
Regulatory Asset Recovery	\$/kWh	0.0011
Retail Transmission Rate – Network Service Rate	\$/kWh	0.0057
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	0.0047
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

General Service less than 50 kW

Service Charge	\$	22.16
Distribution Volumetric Rate	\$/kWh	0.014
Regulatory Asset Recovery	\$/kWh	0.0011
Retail Transmission Rate – Network Service Rate	\$/kWh	0.0052
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	0.0042
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

General Service 50 to 2,999 kW

Service Charge	\$	314.49
Distribution Volumetric Rate	\$/kW	2.1981
Regulatory Asset Recovery	\$/kWh	0.4575
Retail Transmission Rate – Network Service Rate	\$/kWh	2.1218
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	1.6678
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

General Service 3,000 to 4,999 kW

Service Charge	\$	2421.35
Distribution Volumetric Rate	\$/kW	0.7387
Regulatory Asset Recovery	\$/kWh	0.6023
Retail Transmission Rate – Network Service Rate	\$/kWh	2.2508
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	1.8432
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

Unmetered Scattered Load

Service Charge	\$	21.95
Distribution Volumetric Rate	\$/kWh	0.014
Regulatory Asset Recovery	\$/kWh	0.0011
Retail Transmission Rate – Network Service Rate	\$/kWh	0.0052
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	0.0042
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

Appendix Q

Sentinel Lighting

Service Charge	\$	2.00
Distribution Volumetric Rate	\$/kW	6.9645
Regulatory Asset Recovery	\$/kWh	0.2547
Retail Transmission Rate – Network Service Rate	\$/kWh	1.6083
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

Street Lighting

Service Charge	\$	0.44
Distribution Volumetric Rate	\$/kW	2.3784
Regulatory Asset Recovery	\$/kWh	0.3686
Retail Transmission Rate – Network Service Rate	\$/kWh	1.6002
Retail Transmission Rate – Line and Transformation Connection Service Rate	\$/kWh	1.2893
Wholesale Market Service Rate	\$/kWh	0.0052
Rural Rate Protection Charge	\$/kWh	0.001
Regulated Price Plan – Administration Charge	\$	0.25

Specific Service Charges

Customer Administration		
Returned cheque charge (plus bank charges)	\$	15
Legal letter charge	\$	15
Account set up charge/change of occupancy charge (plus credit agency costs if applicable)	\$	30
Special meter reads	\$	30
Meter dispute charge plus Measurement Canada fees (if meter found correct)	\$	30
Non-Payment of Account		
Late Payment - per month	%	1.5
Late Payment - per annum	%	19.56
Collection of account charge - no disconnection	\$	30.00
Collection of account charge - no disconnection - after regular hours	\$	165.00
Disconnect/Reconnect at meter - during regular hours	\$	65.00
Service call - customer-owned equipment	\$	30.00
Specific Charge for Access to the Power Poles \$/pole/year	\$	22.35
	\$	0
Allowances		
Transformer allowance for ownership - per kW of billing demand/month	\$/kW	(0.60)
Primary metering allowance for transformer losses - applied to measured demand and energy	%	(1.00)

LOSS FACTORS

Total Loss Factor – Secondary Metered Customer < 5,000 kW	1.0387
Total Loss Factor – Secondary Metered Customer > 5,000 kW	NA
Total Loss Factor – Primary Metered Customer < 5,000 kW	1.0283
Total Loss Factor – Primary Metered Customer > 5,000 kW	NA

APPENDIX "R"

The Calculation of Deposit Requirements

1. Residential Service and General Service <50kW
Distribution Services Cost - \$0.050 per KWh
Wholesale Settlement Costs - \$0.050 per KWh

2. General Service >50kW
Distribution Services Cost - \$0.050 per KWh
Wholesale Settlement Costs - \$0.050 per KWh

Formula For Calculation of General Service Class Consumption Deposits

3 Month Consumption (kWh)
= [Square Footage] x [Watts per Square Foot] x [Hours of Use] / 1000

Hours of Use = 10 hours per day, 5 days per week for three months = 600 hours
Watts per Square Foot determined from table below:

Business Type	Watts per Square Foot
Office Building	8
Small Commercial Plaza	10
Light Industrial (Storage, Warehousing)	4
Manufacturing	20
Grocery Store	15
Garage	15
Restaurant	15
Fitness Club	15

Note: Add two watts to each business if electric heat is present

	A	B	C	D	E	F	G	H
1								
2								
3	Downloaded			7	prior to sched read date			
4	Start reading			2	prior to sched read date			
5	End reading			2	after sched read date			
6	Last day to send usage			4	actual reading (add 2 days for the weekend)			
7	Bill ready amt rec'd			2	after usage sent (add 2 days for the weekend)			
8	IMO Pricing Available			10	days after reading (add 4 days for 2 weekends)			
9	Bill Date			1	days after imo pricing rec'd (add 2 days for weekend)			
10	Mailed			1	days after bill date			
11	Due date			16	days after bill date			
12	Delinquent date			8	days from due date			
13	Notice date			0	same day as delinquent date			
14	Cutoff date			5	days from notice date			
15	Penalty date			2	days from due date			

25-Dec-06
26-Dec-06
01-Jan-07
06-Apr-07
21-May-07
02-Jul-07
06-Aug-07
03-Sep-07
08-Oct-07
12-Nov-07
25-Dec-07
26-Dec-07
01-Jan-08

Appendix T – Preauthorized Payment Plan Application



Pre-Authorized Payment Plan

An Excellent way to pay your electricity bill

Benefits to you

- SAVE the time and trouble of writing cheques
- SAVE postage and cheque writing costs
- AVOID lining up to make payments
- ELIMINATE late payment charges
- It's the WORRY-FREE payment plan. Your account is paid even when you are on vacation, ill, or away on business

RETURN TO

**NORTH BAY HYDRO
DISTRIBUTION LIMITED**
P.O. BOX 3240
NORTH BAY, ONTARIO
P1B 8Y5

TELEPHONE
(705) 474-8100

FAX
(705) 474-8579

What is pre-authorized payment?

An easy and economical means of paying your monthly electrical bill by having it automatically deducted from your bank account on the "due date".

This plan can be used for accounts at any Canadian financial institution that provides banking and chequing facilities.

How does it work?

The plan is optional and free of charge. We will continue to mail your electricity bill monthly, informing you of the withdrawal date (approximately 16 days after billing), as well as the amount that will be withdrawn from your chequing account. Each payment withdrawn will appear on your bank statement.

You may withdraw from this plan at any time — simply notify us 10 days prior to your next billing.

Who can join?

Anyone with a chequing or chequing/savings account is eligible.

When does it start?

Beginning next month, and every month thereafter, we will print a message on your electricity bill advising you of the amount and date of the withdrawal. Until this message appears on your bill, please continue to make your monthly payment as you normally would.

How do I join?

Please attach a cheque marked "VOID" to the complete agreement and include with your return envelope or send to:

North Bay Hydro Distribution Limited
P.O. Box 3240
North Bay, Ontario
P1B 8Y5

Terms and Conditions

1. The customer understands that this pre-authorized payment plan is for the convenience of the customer.

North Bay Hydro relies on the representation constituted by this authorization that the customer's bank account is, and shall be during the duration of this authorization, in good standing with sufficient funds to cover such pre-authorized payments as they become due and payable.

2. This authorization may be terminated at any time by the customer or by North Bay Hydro. Upon such termination, any balance due thereafter shall be payable directly to North Bay Hydro. If a credit balance exists on the customer's account, it will be applied to the customer's next bill or refunded on request.

3. The customer certifies that the account information provided in the authorization agreement is correct and warrants that the signature(s) on the form is the one (are those) required to operate the account on which debts are to be drawn. Also, if the account information provided changes, the customer agrees to notify North Bay Hydro of the change(s) as soon as possible.

4. The customer understands and agrees that revocation of authorization for any reason does not terminate any contract for goods, services and financial charges that exist between the customer and North Bay Hydro and that the customer shall be liable for any past, present or future amounts owing.

5. The customer may dispute a debit under the following conditions:
i) the debit was not drawn in accordance with the authorization;
ii) the authorization was revoked.

In order to be reimbursed, the Customer must complete a Declaration Form at the Customer's bank up to and including 10 calendar days after the date on which the debit in dispute was posted to the customer's account. The customer acknowledges that disputes after the above noted time limitations are matters to be resolved solely between the Customer and North Bay Hydro.

6. Information collected will be used solely for the purpose of the Pre-Authorization Plan.

Personally Approved Payment Authorization Application

Account No.:

Name:

Address:

Telephone No.:

Bank:

Branch:

Address:

Bank Account No.:

Savings Current Chequing

I hereby authorize North Bay Hydro Distribution Limited to debit my account for payment.

This authorization may be canceled at any time.

Date:

Signature(s):

IMPORTANT:
PLEASE ENCLOSE A SPECIMEN OF YOUR
CHEQUE MARKED "VOID".



74 Commerce Crescent Tel. (705) 474-8100
P.O. Box 3240 Fax: (705) 495-2756 Administration
North Bay, Ontario Fax: (705) 474-3138 Engineering / Purchasing
P1B 8Y5 Fax: (705) 474-8579 Customer Services / Accounting
 Fax: (705) 474-4634 Operations

Date: _____

Re: Seal off of Service at _____

Account No: _____

Meter No: Z_____

I have requested North Bay Hydro seal the hydro off for the above address.

I understand that I must pay \$80.00 for the actual costs of disconnection and reconnection prior to the service disconnection.

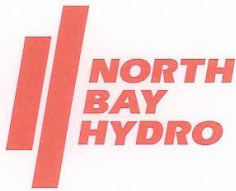
North Bay Hydro will not be held responsible for any damages that might be incurred resulting from the disconnection.

I have read and agree to the above conditions.

Witness

File: disrec.doc

Date



74 Commerce Crescent Tel. (705) 474-8100
P.O. Box 3240 Fax: (705) 495-2756 Administration
North Bay, Ontario Fax: (705) 474-3138 Engineering / Purchasing
P1B 8Y5 Fax: (705) 474-8579 Customer Services / Accounting
Fax: (705) 474-4634 Operations

Re: Service Address:
Location ID:
Cycle/Route:

Dear

The tenant at the above address has requested the hydro service be cancelled on

As a new tenant has not contacted our office, we will be reconnecting the electrical service into your name as of that date. The account will remain in your name until the new occupant makes arrangements to assume responsibility for the hydro service.

If you have a new tenant moving in please have him/her contact our office immediately and speak to one of our Customer Account Representatives. We will arrange for a move-in meter reading and advise the customer if there is a need to complete a new service contract and determine whether or not a security deposit may be requested. These matters will be fully addressed by our Customer Account Representatives when they talk to your tenant.

I trust you will find this to be in order.

Sincerely

Customer Accounts Representative



Electrical Planning Requirements

It is essential that the following information be provided to:

- a) enable an assessment to be made on the impact of the proposed project on the Electrical Distribution System.
b) enable the Distributor to prepare pertinent information for the developer.

Please supply answers to the following questions as soon as possible as electrical planning cannot proceed until North Bay Hydro has reviewed this information.

Preliminary electrical site plan drawings are to be submitted together with this form. Electrical drawings are to be submitted to North Bay Hydro for approval prior to any related job tenders or the commencement of any electrical construction. The drawings shall be drawn to a scale usable by North Bay Hydro, shall show local pole locations, proposed transformer location, proposed electrical room/metering location and show how access to the metering would be gained (i.e.: the path to the metering). Electrical site plan drawings are to be submitted to North Bay Hydro on one (1) Paper copy and in an electronic format as approved by North Bay Hydro.

Project Location: (Municipal Address) _____

Name of Project: _____

Name of Applicant: _____

Address: _____

Contact Name: _____

Address: _____

E-Mail: _____

Telephone: () _____ Fax: () _____

Service Classification (check as many as apply):

- Residential
General Service < 50kW
General Service > 50kW
General Service >500kW
Unmetered/Miscellaneous Load
Temporary Service

What Service voltage is required (check one)

- 120/240 Volt Single Phase
120/208 Volt Three Phase
347/600 Volt Three Phase
Primary

Required In-Service Date:

Month / Day/Year: ____/____/____

Service Entrance Switchboard with Utility CT and PT Compartment

Yes No

Capacity of Main Service (In Amperes): _____

Maximum rated capacity: _____

Estimated Connected Load - Demand: _____ KW

Maximum initial Demand: _____ KW

Maximum Future Demand: _____ KW

Metering Type (Check one only):

- Single Meter
Multiple meters

Quantity of Meter installations

100A or less: _____

101A to 200A: _____

more than 200A: _____

Please use the back of this form for comments

Comments:

Signed: _____
(Representative of applicant)

Date:

Name

Title:

Appendix 'X'

North Bay Hydro Distribution Limited Generator Connection Application

Section 1: General Connection Information

Note: ALL of the information in "*Section 1: General Connection Information*" must be completed in full. Failure to provide complete information may delay the processing of the data.

All technical documents must be signed and sealed by a licensed Ontario Professional Engineer.

Date: _____ (dd / mm / yyyy) Contact Person Name: _____
Signature: _____

1. Project Name: _____

2. Project Dates: Proposed Start of Construction: _____ (dd/mm/yyyy)
Proposed In-Service: _____ (dd/mm/yyyy)

3. Project Size: Number of Units _____
Nameplate Rating of Each Unit _____ kW
Number of Phases (1 or 3) _____
Proposed Total Capacity _____ kW

4. Project Location: City / Town / Township: _____
Lot Number: _____
Concession Number: _____

5. Project Information:

	Generator	Owner	Consultant
Company/Person:			
Contact Person:			
Mailing Address:			
Telephone:			
Fax:			
Email			

6. North Bay Hydro Account Number: _____

(Only for existing customers intending to install generation for load displacement.)

7. Intent of Generation:

Sale of Power Load Displacement

8. Project Type: Wind Turbine Hydraulic Turbine Steam Turbine Solar
 Diesel Engine Gas Turbine Fuel Cell Biomass
 Co-generation/CHP (Combined Heat & Power)
 Other (Please Specify) _____

9. Generator Facility Type:

a. Generation Facility Voltage: _____ Volts AC DC
Type: Rotating generators: Synchronous Induction N/A
 Other (Please Specify) _____

Non-Rotating DC generation: Photovoltaic Arrays Fuel Cells Batteries
 N/A Other (Please Specify) _____

10. Location and Site Plan

Provide Site Plan with approximate line routings for connection to nearby North Bay Hydro facilities. The Site Plan should include roads, concession and lot numbers and nearby power lines.

Drawing / Sketch No. _____, Rev. _____

11. Provide a Preliminary Single Line Diagram (SLD) of the generation facility.

Drawing / Sketch No. _____, Rev. _____

12. Proposed connection voltage to North Bay Hydro's distribution system (if known) : _____ kV

Section 2: Impact Assessment Information

Note:

- (a) It is important that the Generator provide ALL the information requested below, if applicable. If not complete, your project can not be entered into the queue and assessments can not be initiated. Indicate "Not Applicable" where appropriate.
- (b) In certain circumstances, North Bay Hydro may require additional information to conduct the Impact Assessment. Should this be the case the Generator will be duly advised.

Date: _____ (dd / mm / yyyy)

Contact Person Name: _____

Signature: _____

1. Single Line Diagram ("SLD"):

Provide a SLD of the Generating Facility including the Interface Point/Point of Common Coupling ("PCC") to North Bay Hydro's distribution system.

SLD Drawing Number: _____, Rev. _____

- Attached
- Mailed Separately

2. Generator Facility Fault Contributions for Faults at the Interface Point/PCC

All values to be at the nominal connection voltage to North Bay Hydro's distribution system, i.e. the high voltage side of the Facility interface (step-up) transformer.

Maximum Symmetrical (all generators online)

- Three phase fault _____ kA
- Phase-to-phase fault _____ kA
- Single Phase to ground fault _____ kA

3. Generator Facility Characteristics:

a. Number of generating unit(s): _____

b. Manufacturer / Type or Model No. _____ / _____

c. Rated capacity of each unit:

Gross: _____ kW _____ kVA

Net: _____ kW _____ kVA

If unit outputs are different, please fill in additional sheets to provide the information.

d. Type of generating unit: Synchronous Induction Static Power Converters (SPC)
 Other (Please Specify) _____

e. Rated frequency: _____ Hz

f. Number of phases: One Three

g. For Synchronous Units:

i) Generation facility voltage: _____ kV

ii) Rated current: _____ A

- iii) Rated power factor of generating unit (s): _____ p.u.
- iv) Power factor operating range. (Specify lag or lead): from _____ p.u. to _____ p.u.
- v) Unsaturated reactances on: _____ kVA base, _____ kV base
 - Direct axis synchronous reactance, X_d _____ p.u.
 - Direct axis transient reactance, X_d' _____ p.u.
 - Direct axis subtransient reactance, X_d'' _____ p.u.
- vi) Time Constants:
 - Direct axis open circuit transient, T' _____ seconds
 - Direct axis open circuit subtransient, T'' _____ seconds
- vii) Provide a plot of generator capability curve: (MW output vs MVAR)
 - Document Number: _____, Rev. _____
 - Attached
 - Separate Mailing
- viii) Generator Inertia constant (on machine base), if available
 - H = _____ seconds (generator only)
 - H = _____ seconds (generator & turbine)

h. For Induction Units:

- i) Generation facility voltage: _____ kV
- ii) Rated Current: _____ A
- iii) Rated design power factor: _____ p.u.
- iv) Power factor operating range if applicable (specify lag or lead): _____ p.u. to _____ p.u.
- v) Unsaturated reactances on: _____ kVA base, _____ kV base
 - Direct axis synchronous reactance, X_d _____ p.u.
 - Direct axis transient reactance, X_d' _____ p.u.
 - Direct axis subtransient reactance, X_d'' _____ p.u.
- vi) Time Constants:
 - Direct axis open circuit transient, T' _____ seconds
 - Direct axis open circuit subtransient, T'' _____ seconds
- vii) Actual power factor at PCC (after p.f. correction):
 - Full output: _____ p.u.
 - No output: _____ p.u.
- viii) Generator reactive power requirements:
 - Full output: _____ kVAR
 - No output: _____ kVAR
- ix) Total power factor correction installed: _____ kVAR
 - Number of regulating steps: _____
 - Power factor correction switched per step: _____ kVAR
 - Power factor correction capacitors are automatically switched off when generator breaker open: _____
- x) Maximum starting inrush current (multiple of full load current): _____ p.u.
- xi) Generator Inertia constant (on machine base), if available
 - H = _____ seconds (generator only)
 - H = _____ seconds (generator & turbine)

i. For SPC / Inverter type units:

- i. Manufacturer / Type or Model No.: _____ / _____
- ii. Inverter AC output voltage: _____ Volts
- iii. Inverter AC output current: _____ Amps
- iv. Number of phases: One Three
- v. Inverter output frequency: _____ Hz
- vi. Type of inverter: Self-Commutated Line Commuted

- Other (Please Specify) _____
- vii. Inverter rated power factor: _____ %
- viii. Inverter power factor adjustment range, if applicable (specify lag or lead) from: _____ p.u. to _____ p.u.
- ix. Are power factor correction capacitors used?
- x. If yes, total power factor correction installed: _____ kVAR
- xi. Number of capacitor steps: _____
- xii. Are power factor correction capacitors automatically switched off when inverter breaker opens? Yes No
- xiii. Is the inverter paralleling equipment and / or design pre-certified? Yes No
- xiv. If yes, to which standard(s), e.g. CSA C22.2 No. 107.1-01, UL 1741: _____
- xv. Maximum inrush current upon inverter start-up (multiple of full-load current): _____ p.u.

4. Interface (Step-Up) Transformer Characteristics:

- a. Transformer rating: _____ kVA
- b. Manufacturer (if known): _____
- c. Number of phases: One Three
- d. Nominal voltage of high voltage winding: _____ kV
- e. Nominal voltage of low voltage winding: _____ kV
- f. High voltage winding connection: _____
- g. Grounding method of star connected high voltage winding neutral; if applicable
 Solid Ungrounded Impedance: R _____ X _____ ohms
- h. Low voltage winding connection: _____
- i. Grounding method of star connected low voltage winding neutral; if applicable
 Solid Ungrounded Impedance: R _____ X _____ ohms
- j. Impedances on: _____ kVA base _____ kV base
R: _____ p.u. X: _____ p.u.

Note:

- (a) **The term "High Voltage", used above, refers to the connection voltage to North Bay Hydro's distribution system, and "Low Voltage", used above, refers to the generation or any other intermediate voltage.**
- (b) **Studies will be conducted at nominal voltages (i.e. tap changer at neutral position)**

5. Intermediate Transformer Characteristics (if applicable):

- a. Transformer rating: _____ kVA
- b. Manufacturer (if known): _____
- c. Number of Phases: _____
- d. Nominal voltage of high voltage winding: _____ kV
- e. Nominal voltage of low voltage winding: _____ kV
- f. High voltage winding connection: _____
- g. Grounding method of star connected high voltage winding neutral; if applicable
 Solid Ungrounded Impedance: R _____ X _____ ohms
- h. Low voltage winding connection: _____
- i. Grounding method of star connected low voltage winding neutral; if applicable
 Solid Ungrounded Impedance: R _____ X _____ ohms
- j. Impedances on: _____ kVA base _____ kV base
R: _____ p.u. X: _____ p.u.

Note:

- (a) **The term "High Voltage", used above, refers to the intermediate voltage that is input to the interface step-up transformer, and "Low Voltage", used above, refers to the generation voltage.**

6. Generating Facility Load Information

- a. Maximum continuous load:
 - Total: _____ kVA _____ kW
 - Generator Auxiliary Load Only: _____ kVA _____ kW
- b. Maximum start up load: _____ kVA _____ kW
- c. Largest motor size that would be started: _____ HP _____ kW
- d. Maximum inrush current of the motor (multiple of full-load current): _____ p.u.
- e. For load displacement generators:
 - Max. present load at Generator's facility: _____ kVA _____ kW
 - Max. future load at Generator's facility (excluding Auxiliary Loads):
_____ kVA _____ kW
 - Indicate the means by which injection of power into Hydro One's system will be prevented. _____

7. Operation Information:

- Mode of Operation: _____
- Annual Capacity Factor: _____ %
- Prospective number of annual scheduled starts / stops, and timing thereof : _____

8. Expected Monthly Generation, Consumption and Output From the Facility:

Expected:	Total Generation		Total Internal Consumption		Total Output (To North Bay Hydro's Distribution System) (a-b)*	
	(a)		(b)			
	kWh	Peak kW	kWh	Peak kW	kWh	Peak kW
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

* This value would be negative when the generators are not in operation or when the internal consumption exceeds generation.

<p style="text-align: center;">North Bay Hydro Distribution Limited</p> <p style="text-align: center;">Conditions of Service</p>	<p>Number: NBHDL COS – 500 – Z</p> <p>Issue Date: July 2007</p>
<p style="text-align: center;">External Arbitration Process</p>	<p>Review Date: November 2008</p>

External Arbitration Procedures

All arbitrations under this Agreement shall be conducted in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 (the "Arbitration Act") as amended from time to time, except as modified herein.

The arbitrator(s) shall have exclusive authority to hear and decide any dispute between the Party and North Bay Hydro Distribution Limited (NBHDL) that is subject to arbitration under this *Conditions of Service*.

The arbitration must take place in the City of North Bay.

1.1 Appointment of Arbitrator

1.1.1 The Party or NBHDL shall submit any arbitration begun under this section to a single neutral arbitrator.

1.1.2 In choosing an arbitrator, the Party and NBHDL shall negotiate in good faith.

1.1.3 If the Party and NBHDL cannot agree upon a single arbitrator within fifteen business days after referring the dispute to arbitration, each one shall within five more business days choose one individual who shall sit on a three-member arbitration panel.

1.1.4 The two arbitrators chosen by the Parties shall within twenty business days, in good faith, choose a third arbitrator, who shall chair the arbitration panel.

1.1.5 Neither the Party nor NBHDL may at any time during the arbitration revoke its choice of arbitrator, unless the other consents in writing.

1.1.6 If either the Party and/or NBHDL do not choose the two arbitrators within the five day time period set out in Section 1.1.3, either, or both, may apply to a court of competent jurisdiction to appoint a single arbitrator.

1.1.7 The individual(s) chosen as the arbitrator(s) shall be qualified by education and experience to decide the matter. The arbitrator(s) shall be at arm's length from the Party or NBHDL to the arbitration and shall not be members of the audit or legal firm or firms who advise them to the arbitration, nor shall the arbitrator(s) be otherwise regularly retained by any of them to the arbitration.

1.2 Written Statement of Dispute and Response

1.2.1 Within twenty business days after the individual arbitrator or arbitration panel are named; the Party shall submit to the arbitrator(s) and NBHDL a written statement. The statement shall set out:

1.2.1.1 The nature of the dispute and the Party's position,

1.2.1.2 The names of the Party's main contacts for the arbitration process along with their addresses, phone numbers and fax numbers,

1.2.1.3 The grounds for that relief,

1.2.1.4 The proposed resolution or relief sought,

1.2.1.5 The names of any third parties with material knowledge or information relevant to the dispute, and

1.2.1.6 Any documents that the Party wishes the arbitrator(s) to consider.

1.2.2 NBHDL shall have twenty business days to respond to the filing, by written statement to the arbitrator(s) and the Party, setting forth its position and the information that it deems relevant.

1.3 Discovery of Facts

1.3.1 There shall be no documentary discovery or discovery of facts taken, sought, or otherwise instituted by any means except as approved by the arbitrator(s).

1.3.2 The arbitrator(s) shall provide a time schedule for any such discovery.

1.3.3 The arbitrator(s) may at any time retain non-party technical experts to advise and assist them during the arbitration. The

advice of these experts shall be made known to the Party and NBHDL.

1.4 Confidentiality of Documents

All meetings and hearings shall be in private unless the Party and NBHDL agree otherwise. The Party or NBHDL, providing any document or other information in the arbitration that would not otherwise be available to the other may, in good faith designate it as confidential, provided that they shall first submit to the arbitrator(s) an agreed upon written statement of procedures for handling and protecting material designated as confidential, which the arbitrator(s) may accept or modify as they may deem appropriate. If the Party and NBHDL cannot agree upon confidentiality procedures, the arbitrator(s) shall decide them as appropriate.

1.5 Procedural Rules

1.5.1 The arbitrator(s) may adopt any procedural rules that they, at their sole discretion, deem appropriate to conducting the arbitration and facilitating the resolution of the dispute.

1.5.2 No procedural rule adopted by the arbitrator(s) shall extend the time period set forth in Section 1.6.1; but the arbitrator(s) shall render a final disposition of the dispute within that period, which may not be extended or reduced unless the Party and NBHDL consent in writing.

1.5.3 Refusal by either to comply with an order of the arbitrator(s) adopting or modifying any procedural rule shall constitute, in the sole discretion of the arbitrator(s), grounds for default and a finding in favour of the other.

1.6 Decision Requirements

1.6.1 The arbitrator(s) shall finally decide any dispute submitted for arbitration under this *Conditions of Service* document no later than thirty days from the completion of the hearing.

1.6.2 Unless the Party or NBHDL agree otherwise in writing, the final decision of the arbitrator(s) shall set forth in writing their findings of fact and any conclusions of law and be based on the evidence before them, the applicable laws of Ontario and Canada, the *Market Rules*, the licences and Codes issued by the *OEB*, any agreements entered into between the Party and NBHDL, and any relevant decisions of courts, agencies, or earlier arbitrations under this *Conditions of Service* document.

1.6.3 A copy of the decision, with any confidential information expunged, shall be made available to the public.

1.7 Finality of Decisions

1.7.1 The decision shall be final and binding on the Party and NBHDL and shall not be subject to appeal or judicial review on any grounds whatsoever.

1.7.2 Notwithstanding anything else in this subsection, if either fails to act in accordance with the decision of the arbitrator(s), the other may then seek enforcement of the decision in any court of competent jurisdiction.

1.8 Arbitration Act

1.8.1 Nothing in this *Conditions of Service* document shall be construed as affecting any rights available to the Party or NBHDL under section 3 of the Arbitration Act or any successor legislation.

1.8.2 If and so far as any provision of this section is adjudged or otherwise deemed invalid by a court of competent jurisdiction, the provisions of the Arbitration Act or any successor legislation shall apply.

1.9 Costs

1.9.1 The arbitrator(s) shall award costs for an arbitration as if it had been a proceeding in Ontario Superior Court, and the arbitrator(s) shall therefore, in awarding or denying costs to a Party, follow the provisions on costs set out in the Ontario Courts of Justice Act, R.S.O. 1990, c. C.43 and the Ontario Rules of Civil Procedure, including without limitation the provisions in those rules concerning settlement offers and case law applicable in Ontario. Costs of the arbitrator(s) and the out of pocket costs of the arbitration shall be shared by the Party and NBHDL on an equal basis.

1.9.2 If the Party or NBHDL fails to comply with the decision of the arbitrator(s) and the other afterwards seeks relief under section 1.7.2, the one seeking the relief shall be entitled to receive from the other its costs of seeking the relief from the other (including its reasonable legal costs) once a court of competent jurisdiction has issued a final, non-appealable order in its favour.

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