

# Conditions of Service

# 2016



**Coopérative Hydro  
Embrun Inc.  
821 Rue Notre  
Dame  
Unit 200  
Embrun, ON**

# CONDITIONS OF SERVICE

## Cooperative Hydro Embrun Inc ("CHEI")

### Preface

The Distribution System Code ("DSC") requires that each distributor produce a "Conditions of Service" (CoS) document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers within CHEI Corporation's service area. The DSC requires that the CoS be readily available for review by the general public. In addition, the most recent version of the document must be filed with the Ontario Energy Board ("OEB"), which in turn will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and CHEI.

This document follows the form and general content of the CoS document template appended to the DSC. The template outlines the minimum requirements. However as suggested by the DSC Cooperative Hydro Embrun Inc. has expanded on the contents to encompass local characteristics and other specific requirements. The template also serves as a reference for CHEI, in order to reflect in its CoS document changes prescribed by governing legislation, licences and codes.

**Section 1 (Introduction):** contains references to the legislation that covers the Conditions of Service, the rights of the Customer and of CHEI, and the dispute resolution process.

**Section 2 (Distribution Activities [General]):** contains references to services and requirements that are common to all Customer classes. This section covers items such as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltages, and Metering.

**Section 3 (Customer Class Specific):** contains references to services and requirements specific to individual Customer classes. This section covers items such as Service Entrance Requirements, Delineation of Ownership, Special Contracts, etc

Other sections in the document include the Glossary of Terms, Tables and References or Appendices.

Subsequent changes will be incorporated with each submission to the OEB. A Revision Summary of the latest revisions to the Conditions of Service is posted on CHEI's website. Comments to these revisions can be emailed to [felix@hydroembrun.ca](mailto:felix@hydroembrun.ca). CHEI will file to the Ontario Energy Board a summary of public comments received from customers about the changes.

**TABLE OF CONTENT**

## Contents

1.0 Introduction .....	7
1.1 Identification of Distributor and Service Area .....	7
1.1.1 Distribution Overview .....	8
1.2 Related Codes and Governing Laws .....	9
1.3 Interpretations .....	10
1.4 Amendments and Changes .....	11
1.5 Contact Information .....	12
1.6 Customer Rights and Responsibilities .....	13
1.6.1 Access to Meter Information .....	13
1.7. Distributor Rights and Responsibilities .....	14
1.7.1 Access to Customer Property .....	14
1.7.2 Safety and Reliability of Equipment .....	15
1.7.3 Tree and Vegetation Management and Removal of Obstructions .....	15
1.7.4 Operating Control .....	16
1.7.5 Repair of Defective Customer Electrical Equipment .....	16
1.7.5 Repair of Customer Physical Structures .....	17
1.8 Disputes .....	17
1.9 Liabilities .....	18
1.10 Force Majeure .....	18
2.0 Distribution Activities (General) .....	19
2.1 Connections .....	19
2.1.1 Building that Lies Along .....	20
2.1.2 Expansions and Offer to Connect .....	21
2.1.3 Connection Denial .....	24
2.1.4 Inspections before Connections .....	25
2.1.5 Relocation of Plant .....	26

2.1.6 Easements .....	26
2.1.7 Contracts .....	26
2.2 Disconnection .....	31
2.2.1 Disconnection & Reconnection - Process and Charges .....	31
2.2.2 Reconnection .....	33
2.2.3 Disconnection and Reconnection Related Charges .....	33
2.2.4 Unauthorized Energy Use .....	33
2.3 Conveyance of Electricity .....	35
2.3.1 Limitations on the Guarantee of Supply .....	35
2.3.2 Power Quality .....	36
2.3.3 Electrical Disturbances .....	39
2.3.4 Standard Voltage Offerings .....	39
2.3.5 Voltage Guidelines .....	39
2.3.6 Backup Generators .....	40
2.3.7 Meter Installation and Meter Reading .....	40
2.4 Tariffs and Charges .....	48
2.4.1 Service Connection .....	48
2.4.2 Energy (Electricity) Supply .....	48
2.4.3 Deposits .....	48
2.4.4 Billing .....	53
2.4.5 Payments and Overdue Account Interest Charges .....	54
2.4.6 Generation Payments .....	55
2.4.7 Eligible Low Income Customers .....	56
2.5 Customer Information .....	57
2.5.1. Current Usage Data .....	57
2.5.2 Disclosure of Historical Information .....	58
2.5.3 Usage Data Generated by Smart Meters .....	58
2.5.4 Aggregated Information .....	58
2.5.5. List of Retailers .....	58
3.0 Customer Class Specific .....	59

3.1 Residential Service .....	59
3.1.1 Point of Demarcation .....	59
3.1.2 Residential Underground Subdivisions .....	59
3.1.3 Residential Single Family Homes .....	61
3.1.4 Residential Townhouses .....	63
3.2 General (Non-Residential) Service .....	65
3.2.1 Point of Demarcation .....	65
3.2.2 Service Requirement .....	65
3.2.3 Site Information .....	65
3.2.4 Metering .....	66
3.2.5 Inspection .....	66
3.2.6 Servicing Cost .....	66
3.3 Commercial and Industrial Developments .....	67
3.3.1 Point of Demarcation .....	67
3.3.2 Service Requirement .....	67
3.3.3 Site Information .....	68
3.3.4 Metering .....	69
3.3.5 Inspection .....	69
3.3.6 Servicing Cost .....	69
3.4 General Service above 1000kW (same as 3.3) .....	69
3.5 Embedded Generation Facility .....	70
3.5.1 Net Metering .....	70
3.6 Embedded Market Participant .....	70
3.7 Embedded Distributor .....	70
3.8 Unmetered Services .....	71
3.9 Temporary Service .....	71
3.9.1 Service Requirements .....	72
3.9.2 Service Information .....	73
3.9.3 Supply from Pole Line (where permitted by bylaw) .....	73
3.9.4 Supply from Underground Distribution System .....	73

3.9.5 Site Information .....	73
3.9.6 Metering .....	74
3.9.7 Servicing Cost .....	74

## **LIST OF APPENDICES**

Appendix A	Utility Voltage
Appendix B	Economic Evaluation Model for Distribution System Expansion/Enhancement
Appendix C.1	Installation and Service Agreement / Application for Electric Service and Energy
Appendix C.2	Installation and Service Agreement / Customer Service Layout
Appendix C.3	Installation and Service Agreement / Load Calculation Sheet
Appendix D	Process and Technical Requirements - for Connecting / Embedded Generation Facilities
Appendix E	MicroFit Connection Agreement
Appendix F	Latest Rate Schedule
Appendix G	Privacy Policy
Appendix I	Underground 120/240 Standard Service Lay Out Location
Appendix J	Information Sheet for Development
Appendix K	Cure Periods For Non-Financial Default Events
Appendix L	Primary Service Supply – Overhead Primary line – Transformation – Table A
Appendix M	Primary Service Supply – Underground Feeder – Transformation – Table B

## 1.0 Introduction

### 1.1 Identification of Distributor and Service Area

CHEI, referred to herein as "(CHEI)," is a corporation incorporated under the Cooperative Corporation Act and other laws of the Province of Ontario to distribute electricity and to provide services to assist the government in achieving its goal in electricity conservation.

CHEI is licensed by the Ontario Energy Board (OEB) to distribute electricity. The licence, Electricity Distribution Licence ED-2002-0493, was issued to CHEI on March 12 2003 by the OEB and will expire on March 31 2023. A copy of CHEI's distribution licence can be found at the following website address:

[http://www.ontarioenergyboard.ca/html/licences/all\\_issuedlicences\\_read.cfm?showtype=Electricity%20Distributor](http://www.ontarioenergyboard.ca/html/licences/all_issuedlicences_read.cfm?showtype=Electricity%20Distributor)

In addition to the obligations set out in CHEI's distribution licence, CHEI is bound by the requirements of various codes enacted under the Electricity Act, 1998, and the Ontario Energy Board Act, 1998.

CHEI has the mandate to operate distribution facilities within its service area as defined in its distribution license. The defined area is municipality of Russell. This service area is subject to change with the OEB's approval.

Nothing contained in these Conditions or in any contract for the supply of electricity by CHEI shall prejudice or affect any rights, privileges, or powers vested in CHEI by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations there under, as may be modified from time to time.

CHEI may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. This service area is subject to change with the OEB's approval.

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



### 1.1.1 Distribution Overview

The main equipment within CHEI's substation, along with the rating are listed in the table below.

<b>System Components</b>	<b>Rating</b>	<b>Ampacity @ (8.32kV (44kV))</b>
44kV Switch	Continuous Amps	3173A (600A)
44kV Fuses	Continuous Amps	1015A (192A)
S&C Electric SMD-1A, 175E	Daily 8 hour peak	1037A (196A)
Standard Speed TCC 153-1	Emergency 8 hour peak	1185A (131A)
44,000/8320V Transformer	Continuous Amps ONAN rating	520A (98A)
Delta/Wye (Grnd), Z=6.4% 7.5MVA/10MVA, ONAN/ONAF	Continuous Amps ONAF rating	693A (131A)
8.32kV Secondary Switchgear Rated Voltage 15kV, 1200A, 95kV BIL	Continuous Amps	1200A
<b>Feeders 1, 2, 3</b>		
8.32kV Feeder Switches, S&C Alduti	Continuous Amps	600A
8.32kV Feeder Fuses	Continuous Amps	300A
S&C SM-5, 300E	Daily 8 hour peak	306A
Standard Speed TCC 153-4	Emergency 8 hour peak	320A
<b>Feeder 4</b>		
8.32kV Feeder Switches, S&C Mini	Continuous Amps	600A
8.32kV Feeder Fuses	Continuous Amps	400A
S&C SM-40, 400E	Daily 8 hour peak	404A
Standard Speed TCC 153-2	Emergency 8 hour peak	419A

The primary voltage supply to a Customer will depend on the proximity of the Customer's property to the nearest distribution facility, the geographic location of the property and the capacity required by the Customer. Not all voltage levels are available throughout the CHEI service area.

CHEI is embedded into Hydro One service area.

## 1.2 Related Codes and Governing Laws

The supply of electricity or related services by CHEI to any Customer shall be subject to various laws, regulations, and codes, including the provisions of the latest editions of the documents;

- Electricity Act, 1998, S.O. c15 Schedule A and Regulations
- Ontario Energy Board Act, 1998 S.O. c15 Schedule B and Regulations
- Electricity Distribution Licence
- Independent Electricity System Operator - Market Rules
- Affiliate Relationships Code
- Transmission System Code
- Distribution System Code
- Retail Settlement Code
- Standard Supply Service Code
- Occupational Health and Safety Act, R.S.O. 1990 and Regulations
- Ontario Electrical Safety Code
- Electricity and Gas Inspection Act R.S.,1985, C.e-4
- Environmental Protection Act, R.S.O. 1990, c.E19 and Regulations
- Electricity Retailer Code of Conduct
- Green Energy and Green Economy Act, 2009,S.O. 2009, c.12, Schedule A and Regulations
- Law Enforcement and Forfeited Property Management Statute Law Amendment Act, 2005
- Conservation and Demand Management Code
- Public Service Works on Highways Act, R.S.O. 1990 c.P.49
- Ontario Building Code
- Personal Information Protection and Electronic Documents Act ("PIPEDA")
- Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")
- Accessibility for Ontarians with Disabilities Act, 2005, S.O.2005, c.11

In the event of a conflict between the Conditions of Service and any of the Codes or Acts listed above, the Code or Act listed above shall prevail. In the event of a conflict between any of the Codes and any of the Acts listed above the Acts listed above shall prevail.

In the event of a conflict between the Conditions of Service and a Connection Agreement executed by the Customer and CHEI, the Connection Agreement shall govern.

When planning and designing for electricity service, Customers and their agents must refer to all CHEI's Conditions of Service, all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to ensure compliance with their requirements. The work shall be conducted in accordance with the *Ontario Occupational Health and Safety Act* (OHSa), the Regulations for Construction Projects and the Electrical Utility Safety Rules published by the Infrastructure Health & Safety Association

### **1.3 Interpretations**

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

- Headings, capitalization, paragraph numbers and underlining are for convenience only and do not affect the interpretation of this COS document;
- Words referring to the singular include the plural and vice versa; and
- Words referring to a gender include any gender.

Should CHEI deem that the Customer is required to enter into an Offer To Connect (OTC) with CHEI, and should the terms and conditions in the OTC conflict with this COS document, the OTC shall govern.

Should a conflict exist within this COS document, the hierarchy shall be:

- Standards (Drawings); followed by
- Appendices and References; followed by
- Tables; followed by
- Text

## **1.4 Amendments and Changes**

The provision of this CoS and any amendments including the appendices, constitutes the CHEI Conditions of Service document and thus CHEI's policy. For ease of electronic retrieval or printing, certain sections, particularly large sub-documents, forms, or special interest sections, may be separated into their own file.

Amendments to the Conditions of Service may be required from time to time. The most recent version of CHEI's Conditions of Service filed with the OEB will supersede all previous oral or written Conditions of Service of the Distributor, or those of its predecessor municipal electrical utilities.

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

A current copy of the Conditions of Service document shall be provided to each person upon request. CHEI may charge a reasonable fee for providing the Customer with additional copies. The current version of the document is also posted on the CHEI website, and can be downloaded at [www. Hydroembrun.ca](http://www.Hydroembrun.ca).

## 1.5 Contact Information

CHEI's regular business hours are 9:00am to 5:00pm, Monday to Friday, excluding weekends and statutory Holidays.

CHEI can be contacted by telephone, email and postal mail as described below:

Conservation Business Programs	Email: <a href="mailto:stephen.lachan@greensaver.org">stephen.lachan@greensaver.org</a>
Customer Care	Telephone: 613-443-5110 Monday to Friday 9am to 5pm Fax: 613-443-0495 Email: <a href="mailto:felix@hydroembrun.ca">felix@hydroembrun.ca</a> <a href="mailto:brigitte@hydroembrun.ca">brigitte@hydroembrun.ca</a>
Ontario One Call	1-800-400-2255
Power Outages	Telephone: 613-443-5110
Social Media	Find us on Facebook
Street Lighting	Inquiries should be directed to the Township of Russel Telephone: 613-443-3066
Mail Account Payment	Cooperative Hydro Embrun 821 Rue Notre Dame Unit 200 K0A 1W1
Mail General Correspondence	Cooperative Hydro Embrun 821 Rue Notre Dame Unit 200 K0A 1W1

## **1.6 Customer Rights and Responsibilities**

CHEI' shall be liable to a Customer and a Customer shall be liable to CHEI only for any damages that arise directly out of wilful misconduct or negligence:

- of CHEI in providing distribution services to the Customer;
- of the Customer in being connected to CHEI's distribution system; or
- of CHEI or the Customer in meeting their respective obligations under the CoS document, their licences and any other applicable law.

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

The Customer shall indemnify and hold harmless CHEI, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of an embedded generator, or other electrical apparatus by, or on behalf of, the Customer.

### **1.6.1 Access to Meter Information**

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

## **1.7. Distributor Rights and Responsibilities**

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

### **1.7.1 Access to Customer Property**

CHEI has the right to safe, unobstructed access to Customer's property and building in accordance with section 40 of the Electricity Act, 1998. When required, a Customer or Property owner shall provide CHEI non-exclusive right to enter the property and building for the following purposes (collectively, the "Use"):

- to install and service its equipment, conduct collections activities commencing at the property line;
- to install the equipment in electrical rooms and public spaces;
- to install equipment and cabling, specifically permitted by the Customer, Consumer, or property owner, terminating in specified locations on specified floors within the building;
- to obtain meter readings, performing meter changes or inspections;
- to operate, maintain and repair and replace all equipment installed by CHEI;
- to operate the Customer's electrical equipment as per Section 1.7 in addition to providing the required safe work zone for CHEI to work on its system safely;
- to access the property, including but not limited to access to those portions of the building that are from time to time designated by the Customer, Consumer, or property owner as for common areas such as driveways, walkways, hallways and exits and entrances, twenty-four (24) hours a day seven (7) days a week to perform any installation, operation or maintenance of CHEI's equipment, subject to the terms of these Conditions of Service;
- to use the property for the purpose of providing electrical services to the Customers at their respective premises in the building;
- to protect the equipment and other CHEI's improvements permitted under these Conditions of Service against damage;
- vegetation trimming around primary service as per OESC 2012 Rule 75-712-(2)(6)
- to ensure compliance with electrical service agreements, including requirements that allow connection to the grid; and
- any other right of access permitted by Applicable Law.

CHEI may require a Customer, Consumer, or property owner to provide CHEI with emergency access to their property and building for operating distribution equipment under CHEI's control.

CHEI shall provide a means to identify CHEI's employees, contractors and contractors' employees (the "Authorized Individual") who require access to the property and building. CHEI shall ensure that each Authorized Individual, while on the property, shall display identification.

### **1.7.2 Safety and Reliability of Equipment**

CHEI has the right to enforce this Conditions of Service document and amend it as required.

CHEI has the right to report to the ESA any unattended or uncorrected electrical deficiencies or substandard clearances involving private customer owned equipment which may come to its attention through the normal course of CHEI's business. Where in the opinion of CHEI the deficiency or substandard clearance is of a nature to constitute an immediate threat to CHEI's equipment or system, or to public safety, CHEI reserves the right to disconnect the service or otherwise remove the threat without prior notice. CHEI will not be liable to the Customer for any damages arising as a result thereof, other than physical damage to facilities arising directly from entry to the Customer's property.

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

The customer will 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 operation of distribution lines, endanger CHEI's equipment, interfere with the proper and safe operation of CHEI's facilities or adversely affect compliance with any applicable legislation in the sole opinion of CHEI.

### **1.7.3 Tree and Vegetation Management and Removal of Obstructions**

To ensure public safety and the continued reliable operation of the Distribution System CHEI maintains its rights of way on a continued and cyclical basis. The timing of this periodic re-clearing of existing rights of way is determined by system assessments, rights of way limitations, storm damage, diseased trees, and vegetation type. Re-clearing of rights of way typically affects trees and vegetation on private property. CHEI will notify and discuss the planned re-clearing of existing rights of way



and equipment with property owners prior to performing the work in order to mitigate the impacts to the environment and the property. However, in the event of safety hazard/power restoration, CHEI may be unable to notify the property owner prior to performing the work.

In any event, pursuant to subsection 40(4) of the Electricity Act, CHEI may enter any land for the purpose of cutting down or removing trees, branches or other obstructions, if in the opinion of CHEI, it is necessary to do so to maintain the safe and reliable operation of the Distribution System.

#### **1.7.4 Operating Control**

The customer will provide a convenient and safe place, satisfactory to CHEI, for installing, maintaining and operating CHEI's equipment in, on, or about the Customer's premises. CHEI assumes no risk and will not be liable for damages, or action, omission or occurrence beyond its control, or negligence of any Person over whom CHEI has no control. Unless an employee or an agent of CHEI, or other Person lawfully entitled to do so, no Person shall remove, replace, alter, repair, inspect or tamper with CHEI's equipment. Customers will be required to pay the cost of repairs or replacement of CHEI's equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents. The physical location on the Customer's premises or the public road allowances for non-metered connections at which a distributor's responsibility for operational control of the distribution equipment ends is defined by the Distribution System Code as the "operational demarcation point".

#### **1.7.5 Repair of Defective Customer Electrical Equipment**

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of CHEI distribution system or the safety of the public or CHEI staff. If the Customer does not take such action within the time frame deemed by CHEI, Electrical Safety Authority or other regulatory agency, CHEI may disconnect the supply of power to the Customer. CHEI's policies and procedures with respect to the disconnection process are further described in these Conditions of Service.

If for any reason, the Customer's service needs to be disconnected by CHEI (e.g. storm damage to Customer owned equipment, an order from the Electrical Safety Authority, etc.), the service will not be reconnected by CHEI unless all aspects of the Customer's electrical equipment comply with these Conditions of Service.

To facilitate the maintenance of the Customer's equipment, the Customer may arrange with CHEI the necessary power interruption. This service will be scheduled during {Utility Name}'s normal business hours, Monday to Friday, and is not necessarily guaranteed. CHEI will charge for power interruptions arranged at the Customer's request. Weekend outages may be arranged and additional charges may apply.

### **1.7.5 Repair of Customer Physical Structures**

Depending on the ownership demarcation point, the construction and maintenance of all civil works on private property owned by the Customer, including such items as transformer vaults, transformer rooms, transformer pads, cable chambers, and cable pull rooms and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by CHEI and the Electrical Safety Authority. The Customer is responsible for the maintenance and safety of its structural and mechanical facilities located on private property.

### **1.8 Disputes**

If a Customer, Consumers or other market participant has a complaint about CHEI regarding services provided by CHEI under its Electricity Distribution License, the Consumer may contact one of CHEI's Customer Care Representatives at 613-443-5110 during regular business hours, between 9:00 AM and 5:00 PM Monday to Friday, or e-mail the complaint to [felix@hydroembrun.ca](mailto:felix@hydroembrun.ca). Eligible complainants include all consumers and market participants that rely on the services of CHEI Connections. These include, but are not limited to electricity consumers, land developers, electricity retailers, embedded generators, and embedded distributors.

Upon receipt of a complaint CHEI will date stamp, record, acknowledge and where possible resolve the complaint within ten (10) business days. If resolution is expected to exceed ten (10) business days then CHEI will notify the Person, including the reasons for the delay. CHEI shall refer any disputes that lead to legal action against the corporation to its legal counsel.

Unresolved disputes will be referred to an independent third party complaints resolution agency, which has been selected by the Ontario Energy Board. Until the Ontario Energy Board approves an independent third party complaints resolution agency, such complaints will be referred to the Ontario Energy Board, which has assumed this role.

## **1.9 Liabilities**

CHEI 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.

## **1.10 Force Majeure**

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

- other than for Force Majeure Events related to Acts of God, promptly notify the other party of the Force Majeure Event and a good faith assessment of the effect that the event will have on the former party's ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practical;
- not be entitled to suspend performance of any of its obligations under these Conditions of Service to any greater extent or for any longer time than the Force Majeure Event requires it to do;
- use its best efforts to mitigate the effects of the Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations;
- keep the other party continually informed of its efforts; and
- other than for Force Majeure Events related to Acts of God, provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event; and
- if the Force Majeure Event is a strike, lockout or other labour dispute involving CHEI's employees or authorized agents, CHEI shall be entitled to discharge its obligations to notify its Customers in writing by means of placing a notice in the local newspaper.

CHEI shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Service document to supply power due to any events or causes beyond the reasonable control of CHEI, including without limitation, severe weather, flood, fire, lightning, other force of natures, acts of animals, epidemic, quarantine restriction, war, sabotage, act of public enemy, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes.

## 2.0 Distribution Activities (General)

### 2.1 Connections

Under the terms of its distribution licence, CHEI has the obligation to connect any Customer that lies along its distribution lines or, where feasible, make an offer to connect any Customer within its service area.

In addition to any other requirements in these Conditions, the supply of electricity is conditional upon CHEI being permitted and able to provide the requested connection. CHEI shall notify the Customer if an "Offer to Connect" can or cannot be made, or, if there is a chance of extended lead times. Extended lead times may arise if special equipment is needed, or equipment delivery problems occur. Should CHEI not be permitted or able to provide the offer then:

- CHEI shall provide the customer with the reason why it cannot provide an offer;
- CHEI is released from any liability in respect thereto.

Items that are applicable to a specific Customer class are covered in Section 3.

Where a Customer makes a written request to CHEI to connect a Building that Lies Along CHEI's Distribution System, CHEI shall provide a Basic Connection at no charge for all Customers, excluding those who want to connect an Embedded Generation Facility. The Basic Connection consists of:

- supply and installation of standard overhead transformation, according to the Customer's rate class, which includes secondary bus extensions or installations complete with conductor and anchoring;
- supply and installation of standard metering;
- an estimate and layout for the new service;
- connection of the Secondary or Primary Service at the described Ownership Demarcation Point and the Operational Demarcation Point; and
- for year-round residential and seasonal residential classes only, the supply and installation of up to 30 metres overhead secondary conductor for up to a 200 amp service, or an equivalent credit toward underground conductor. Year-round residential and seasonal residential Customers with Primary Services will be credited for the 30 meters of secondary wire.

A Basic Connection does not include the following additional costs, for which the Customer shall pay CHEI:

- for year-round residential and seasonal residential Customer classes the cost difference between overhead and underground secondary wire;
- incremental costs associated with the supply and installation of underground transformation;
- the supply and installation of poles, anchors, all secondary conductor over 30 metres, hardware, and structures, as required on Customer's property; and
- the cost of all changes required to the Distribution System exclusive of the secondary bus installation. These costs include pole changes, anchoring or hardware changes.

Where applicable and at their own expense, Customers will also be responsible for:

- the supply of tree and vegetation management on the Customer's property;
- any easements or property agreements as required by CHEI;
- the cost of any fees, permits, or other permissions required to connect the service;

The terms above may also apply to a Customer requiring an increase to its existing service capacity which does not trigger changes to the main Distribution System serving that Customer.

Should CHEI determine that this Basic Connection has been utilized to connect an Embedded Generation Facility within five years of the date of the original Basic Connection, CHEI will invoice the customer for the full connection costs incurred, in accordance with Section 3.5 of these Conditions of Service.

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

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

CHEI will connect a building or facility that "lies along" its distribution line, provided:

- the building can be connected to CHEI's distribution system without an Expansion or Enhancement to CHEI's distribution system; and,
- the service installation meets the conditions listed herein and as may be otherwise or additionally identified by CHEI; and,
- the Customer's service entrance equipment is in a location as identified and approved by CHEI, and;

- the Customer has obtained the approval of the ESA

The location of the Customer's service entrance equipment is subject to the approval of CHEI and the Electrical Safety Authority. The Customer or a representative will consult with CHEI concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are in addition to those of the ESA.

## **2.1.2 Expansions and Offer to Connect**

### **2.1.2.1 Expansions**

CHEI will make an "Offer to Connect" to any Customer that is in CHEI's service territory. When CHEI is required to add new Facilities and Equipment, alter existing CHEI Facilities and Equipment, or increase the capacity of the Distribution System to connect a new Customer (an "Expansion"). To evaluate if a capital contribution is required for the expansion project, CHEI will perform an economic evaluation to determine the Customer's / developer's share of the equipment, labour, materials and ongoing maintenance of the expansion. If the present value of the future revenue is not sufficient to recover the Expansion Costs, the Customer will be required to pay a capital contribution; these contributions will be calculated using the methodology as set out at Appendix B - Methodology and Assumptions for an Economic Evaluation of the DSC. The capital contribution will not exceed the Customer's share of the difference between the present value of the Expansion Costs and the present value of the projected This calculation considers the twenty -five (25) year revenue stream to CHEI for forecasted electric loads connected on the lands in the first five (5) years, referred to as the connection horizon, calculated from the energization date of the facilities. A summary of the economic evaluation will be included in CHEI's offer to connect.

Where an Expansion is required to connect a Renewable Energy Generation Facility, CHEI shall comply with Section 3.2.5A and 3.2.5B of the DSC.

CHEI will designate the point of supply on its distribution system for all primary and secondary services. The location of the Customer's service entrance equipment is subject to approval of CHEI and the ESA.

The customer has the option to seek alternative bids for the contestable portion of the expansion work from CHEI approved contractors. Specifications shall be made in accordance with CHEI standards for design, materials and construction. The Customer, having selected to pursue the alternate bid option, shall completely administer the capital costs of the Expansion project.

**2.1.2.2 Offer to Connect**

CHEI will respond to requests for connection from Customers, excluding Embedded Distributors and Embedded Generators, within in (15) calendar days after receipt of the request. At this time, CHEI will specify any information that must be provided and any obligations that must be met, by the Customer in order for CHEI to process the request. An offer to connect will be made by no later than sixty (60) calendar days following CHEI's receipt of all necessary information and the Customer's meeting of all its obligations.

For a Micro - Embedded Generation Facility connection request CHEI will require a site assessment, an application to connect along with a \$500 connection deposit for the preparation of the offer to connect. An offer to connect will be made by no later than thirty (30) calendar days following CHEI's receipt of all necessary information and the Customer's meeting of all its obligations. If CHEI declines to provide an offer to connect due to technical limits or constraints on the grid, the deposit will be refunded no later than thirty (30) days after the refusal. If the Customer does not accept CHEI offer to connect or the Customer withdraws its application than CHEI will retain the connection deposit.

The response times vary for Customer's wishing to connect an Embedded Generation Facility depending on the size of the proposed generator. Please refer to section 6.2.12 and 6.2.13 or Appendix D - Process and Technical Requirements for Connecting Embedded Generation Facilities of the DSC.

If an expansion is needed in order for CHEI to connect a Customer the initial offer to connect will be presented to the Customer or the Customer's consultant/agent and will contain at a minimum:

- a statement as to whether the offer is a firm offer or is an estimate of the costs that would be revised in the future to reflect actual costs incurred;
- a reference to these Conditions of Service and information on how the Customer requesting Connection may obtain a copy of them;
- a statement as to whether a capital contribution will be required from a Customer;
- a statement as to whether CHEI will require an Expansion deposit from the Customer, and the amount of the Expansion deposit that the Customer will have to provide;

- a description of the Connection charges that would apply and a statement whether they will be charged separately from the capital contribution, and, if known, the amount of those connection charges;
- any additional information pertinent to the offer.

If CHEI will require a Customer to pay a capital contribution, CHEI will, in addition to complying with the above, also include in its initial offer, at no cost to the Customer:

- the amount of the capital contribution that the Customer will have to pay for the Expansion;
- the calculation used to determine the amount of the capital contribution to be paid by the customer including all of the assumptions and inputs used to produce the economic evaluation using the methodology as set out at Appendix B - Methodology and Assumptions for an Economic Evaluation of the DSC.;
- a statement as to whether the offer includes work for which the Customer may obtain an alternative bid and, if so, the process by which the Customer may obtain the alternative bid;
- a description of, and costs for, the work that is eligible for alternative bid and the work that is not eligible for alternative bid associated with the expansion broken down into the following categories:
  - labour (including design, engineering and construction);
  - materials;
  - equipment; and
  - overhead (including administration);
- an amount for any additional costs that will occur as a result of the alternative bid option being chosen (including, but not limited to, inspection costs);

### **2.1.2.3 Alternate Bid**

Where the distributor requires a capital contribution from the customer, CHEI shall allow the customer to obtain and use alternative bids from CHEI qualified contractors provided that the customer agrees to transfer the expansion facilities to the distributor upon completion.

The following activities are not eligible for Alternative Bid;



- the planning and development of specifications for the materials, design, engineering, inspection, and layout of the Distribution System Expansion and Connection;
- construction work on existing CHEI facilities and equipment;
- the work involving existing CHEI distribution assets;
- the work that involves third party Support Structures; and
- the work that involves specifying, procuring, and installing revenue metrology equipment with the exception of Multiple Customer Metering System (MCMS).
- The Customer shall be responsible for:
  - the customer shall select, hire and pay a qualified contractor to do the work;
  - the customer shall be responsible for the supply of material and expansion construction work;
  - the Customer shall be responsible for all construction aspects of the expansion, including but not limited to: meeting CHEI's technical and material standards , the health and safety of workers and the public, environmental laws, land rights, required access and installation permits, financial obligations associated with the alternate bid work and warranty work.
- CHEI shall be responsible for:
  - providing the design standards and specifications for the construction; and
  - inspecting and authorizing the line for connection, at the Customer's cost.

### **2.1.3 Connection Denial**

CHEI may deny Connection to any Customer for any of the following reasons:

- refusal by the Customer to sign and deliver any agreements required to be executed by the Customer under these Conditions of Service;
- the Connection will represent a contravention of the laws of Canada or Ontario;
- the Connection will cause CHEI to be in violation of the conditions in the Licence;
- the Connection will have an adverse effect on the reliability or the safety of the Distribution System;
- the Connection will cause a material decrease in the efficiency of the Distribution System;

- the Connection will have a material adverse effect on the quality of the Distribution service received by an existing Customer, which effect could include voltage flicker, harmonics and power outages;
- the Connection will result in the discriminatory access to Distribution Services by other Customers;
- the person requesting the Connection is currently in arrears for Distribution Services, electricity supplied, or other services provided by CHEI;
- the Customer refuses or is unable to provide current and valid identification or references, if requested;
- the Connection is not in compliance with these Conditions of Service;
- the Connection does not meet CHEI's design requirements;
- the Connection will impose an unsafe situation to workers or the public beyond the normal risks inherent in the operation of the Distribution System;
- the Connection will result in the inability of CHEI to perform planned inspections or maintenance;
- by order of the Electrical Safety Authority;
- the Customer does not have the requisite approval(s) of the Electrical Safety Authority for the Connection; or
- the premises being connected are the subject of a stop work order under the Building Code Act (Ontario).

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

#### **2.1.4 Inspections before Connections**

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority before Connection to the Distribution System. CHEI requires notification from the Electrical Safety Authority of this approval prior to Connection of a Customer.

Services that have been disconnected for the purposes of upgrades or change, or services that have been altered subsequent to ESA approval, must be re-inspected and approved by the ESA via a Connection Authorization prior to re-energization of a Customer's supply of electricity.

Where CHEI has required the Customer to perform specified work associated with the installation of connection assets on the Customer's premises, the Customer shall obtain acceptance by CHEI of said work as a prerequisite to Connection to the Distribution System.

Before connecting to CHEI's Distribution System, CHEI will exercise its obligation to inspect all electrical connections and provisions for metering to ensure that they satisfy all technical requirements, unless a protective device that has been accepted by CHEI separates the Connection.

CHEI may at any time re-inspect any electrical connection or meter installation notwithstanding any previous inspection and acceptance of the installation.

### **2.1.5 Relocation of Plant**

When requested to relocate distribution plant, CHEI 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 (Ontario), regulations, formal agreements, easements and common law. In the absence of existing agreement, CHEI is not obligated to relocate equipment. However CHEI will resolve the issues 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 of the relocation and a fair and reasonable charge for relocation based on full cost recovery principles.

### **2.1.6 Easements**

To maintain the reliability, integrity and efficiency of the distribution system, CHEI has the right to have supply facilities on private property and to have easements registered against the title to the property. Easements are required where facilities serve property other than property where the facilities are located and/or CHEI deems necessary. The Customer will prepare at its own cost, a reference plan and associated documents to the satisfaction of CHEI. Easements will be registered on title prior to energization of the service. Details will be provided upon application for service.

### **2.1.7 Contracts**

#### **2.1.7.1 Contract for New or Upgraded Service**

CHEI requires all primary service Customers and developers to sign an "Installation and Service Agreement" (I&SA) (Appendix C) upon application for the provision of connection to the grid. Upon the completion of a signed "Installation and Service Agreement", receipt of any applicable connection charges and approval by the Electrical Safety Authority (ESA), CHEI shall connect the new or upgraded service.

For generation facility projects, the Customer or developer shall sign an Operating and Maintenance Agreement (O&MA) upon application for the provision of connection to the grid.

Where a Customer does not execute a standard application for electrical Service, these Conditions of Service, as amended from time to time, shall form the terms and conditions of an implied contract between CHEI and the Customer in accordance with the DSC. However, CHEI reserves the right to require any Customer or Consumer, regardless of rate class, to sign a standard application and contract for electrical service, prior to any connection or delivery of electrical service.

#### **2.1.7.2      *Implied Contracts***

In all cases, notwithstanding the absence of a written contract, CHEI has an implied contract with any Customer or Consumer that is connected to CHEI's distribution system and receives distribution services or uses electrical energy from CHEI. The terms of the implied contract are embedded in CHEI's Conditions of Service, the OEB's Rate Handbook, CHEI's Rate Orders, CHEI's Distribution Licence and the Distribution System Code, as amended from time to time.

The use of CHEI's distribution system by any person or persons constitutes acceptance of a binding contract with CHEI. The person so accepting the supply of electricity or related services shall be liable for and such contract shall be binding upon such person's heirs, administrators, executors, successors or assigns.

If a micro-embedded generator has no signed contract with CHEI, the contract is implied upon connection to the grid. The implied contract terms are embedded in the OEB's Distribution System Code and apply along with CHEI's Conditions of Service taking preference regardless of Customer participating in any generation program. CHEI reserves the right to request execution of a special contract, if circumstances warrant.

Pursuant to section 6.5.1 of the DSC, load transfer customers within CHEI's service territory which are physically supplied by another distributor, are deemed to have an implied contract with CHEI, the geographic distributor.

#### **2.1.7.3      *Special Contract***

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

- Operating and Maintenance
- Construction sites
- Mobile facilities
- Farm and rural services

- Non-permanent structures
- Special occasions, etc.
- Embedded generation facilities
- Non-standard operating and maintenance
- Generation
- Support Structure Access (such as poles)
- Un-metered services
- Transfer of Equipment Ownership from CHEI to the Customer
- Work for Others Service and Maintenance

#### ***2.1.7.4 Connection Agreement: Embedded Generation Facilities***

CHEI may require a Customer to enter into a Connection Agreement in a form acceptable to CHEI. Until such time as the Customer executes such a Connection Agreement with CHEI, the Customer shall be deemed to have accepted and agreed to be bound by all of the terms in the Connection Agreement attached to this as Appendix E – MicroFit Connection Agreement.

An Embedded Distributor shall enter into a Connection Agreement in a form acceptable to CHEI. Until such time as the Embedded Distributor executes such a Connection Agreement with CHEI, the Embedded Distributor shall be deemed to have accepted and agreed to be bound by all of the terms in this Conditions that apply to such Embedded Distributor.

CHEI shall make a good faith effort to enter into a Connection Agreement with a distributor connected to CHEI's distribution system Conditions of Service in accordance with the requirements in the Distribution System Code issued by the Ontario Energy Board.

If there is a conflict between a Connection Agreement with a Customer, Generator, Wholesale Market Participant or Embedded Distributor and this Conditions of Service, the Connection Agreement shall govern.

#### ***2.1.7.5 Payment by Building Owner***

A Building owner wishing to terminate the supply of electricity to its Building must notify CHEI in writing. Until CHEI receives such written notice from the Building owner or its authorized representative, the Building owner and/or the occupant(s), as applicable, shall be responsible for payment to CHEI for the supply of electricity to such Building. CHEI may refuse to terminate the supply of electricity to an owner's Building when there are occupant(s) in the Building (i.e. during certain periods of the

winter).

Effective April 1, 2011, after closure of an account opened pursuant to a request, directly or indirectly, from an occupant of the property other than the owner or its authorized representative, CHEI shall not seek to recover any charges for service provided to a rental unit in a residential complex or residential property from the owner of the residential complex or residential property, unless the owner has agreed to assume responsibility for those charges. An owner, either personally or through an authorized representative, may enter into an agreement with CHEI whereby the owner agrees to assume responsibility for paying for continued service to the rental unit after closure of an occupant account. Where the owner has not agreed to assume responsibility for charges for continued service, CHEI may disconnect the service without notice. CHEI will not be responsible for any liabilities or damages, which may occur as a result of the service being disconnected.

Where a non-residential property has been vacated by an occupant of the property, and CHEI has not been notified that a new occupant should be billed for the electricity supplied to the property and the owner has not submitted a written request to disconnect the electricity supply, CHEI will bill the owner for the electricity supply to the property until such time as CHEI is notified by the owner or a new occupant that the occupant should be billed for the electricity supply.

#### ***2.1.7.6 Opening and Closing of Accounts***

A Consumer who wishes to open or close an account for the supply of electricity by CHEI shall contact CHEI's Call Centre by phone, by written request (including requests submitted by facsimile), through CHEI's web site, or other means acceptable to CHEI. The Consumer shall be responsible for payment to CHEI for the supply of electricity to the property up to the date CHEI is notified of the termination of the account. A Customer or Consumer shall provide a minimum of 10-business days' notice when opening a new account or closing an existing account to ensure the request is processed in a timely manner.

Third party requests to open or close an account must be agreed to by the person(s) responsible for the account and related payments. Requests made in writing by a person's solicitor or person holding a valid Power of Attorney, are exempt.

In order to establish an account with CHEI, the Customer shall provide the information set out in Appendix C - Installation and Service Agreement

In the event that the account change is received without sufficient notice, the Customer or Consumer shall be responsible for payment to CHEI for the supply of electricity to the property up to the date CHEI is notified of the termination of the account.

If CHEI has not received a request to open an account in the name of the premise's

occupant, a person(s) un-identified to CHEI uses the electricity, or the identity of the owner is not known, CHEI may proceed to disconnect the service, per Section 2.2, until someone contacts CHEI to assume responsibility for the electricity account. A fee to reconnect the service may apply, per CHEI's specific service charges.

## 2.2 Disconnection

CHEI reserves the right to physically disconnect, refuse to connect, or, limit the amount of electricity that a Customer can consume for any of the following reasons:

- a. failure to pay CHEI any amounts due and payable for the Distribution of electricity or for supply of electricity under Section 29 of the Electricity Act;
- b. failure to pay CHEI any amounts due and payable on CHEI-consolidated bill;
- c. failure to pay any Connection costs due and payable;
- d. failure to notify CHEI of Customer responsibility for electricity account when a new party moves into an existing connected property and consumes electricity;
- e. non-payment of security deposits identified as a condition of service or a condition of continuing service;
- f. contravention of the laws of Canada or Ontario;
- g. imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System;
- h. adverse effect on the reliability and safety of the Distribution System;
- i. a material decrease in the efficiency of the Distribution System; (x) a material adverse effect on the quality of Distribution Services received by an existing Connection;
- j. inability of CHEI to perform meter reading (manually, automatically or remotely), planned inspections, maintenance, repairs or replacement of all or any part of a Meter Installation;
- k. failure of the Customer to comply with a directive of CHEI that CHEI makes for the purposes of meeting its Licence obligations;
- l. failure of the Customer to comply with any requirements in these Conditions of Service or a term of any agreement made between the Customer and CHEI, including, but not limited to, a Connection Agreement;
- m. failure of the Customer to enter into a Connection Agreement required by these Conditions of Service;
- n. in compliance with a court order;
- o. by order of the Electrical Safety Authority;
- p. by order of the IESO; or
- q. for the reasons identified in these Conditions of Service.

CHEI may disconnect the supply of electricity to a customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons. CHEI shall not be liable for any damage to the Customer's premises resulting from such a discontinuance of service.

### 2.2.1 Disconnection & Reconnection - Process and Charges

Immediately following the due date, CHEI may take action to collect the full amount of the electricity bill, which is considered overdue. This action would include the issuance of a reminder notice. If this action does not elicit payment, the delivery of a disconnection notice will be issued no sooner than 17 days following the due date.



If a satisfactory payment arrangement has not been made 10 days following the delivery of the disconnection notice, there will be an attempt to reach the client and the service may be disconnected.

CHEI shall provide no less than ten (10) calendar days notice, or, sixty (60) calendar days notice for critical care customers, before disconnecting for non-payment. Disconnection Notices shall be in writing and, if given by mail, shall be deemed to have been received on the third business day after mailing. The electric service may not be restored until payment arrangements, satisfactory to CHEI, have been made including the cost of reconnection, per Section 31 of the Electricity Act, 1998.

At the time of disconnection, all related safety notices issued by public safety authorities shall be included with any notice of disconnection left at the Consumer's or Customers property, per Section 4.2.1.2 of the DSC. Discontinuance of service for non-payment does not relieve the Consumer or Customer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall CHEI be liable for any damage to the Consumer's or Customer's premises resulting from such discontinuance of service.

CHEI may install a load control device in lieu of a full disconnection during the winter months. When CHEI installs a load limiter device, either for nonpayment or at the customer's request, CHEI shall provide a written notice to the customer for the operation of the device, the maximum capacity of the device, how to reset the device if the maximum capacity is exceeded, as well as a telephone number for the customer to obtain further information and an emergency telephone number to contact if the capacity is exceeded and the customer cannot manually reset the device for any reason. CHEI will also provide to the customer:

- the Fire Safety Notice of the Office of the Fire Marshal; and
- any other public safety notices or information bulletins issued by public safety authorities and provided to CHEI, which provide information to consumers respecting dangers associated with the disconnection of electricity service.

Where a Load limiter is installed or a service is disconnected by CHEI for non-payment, CHEI shall remove the load control limiter device within 2 business days of an outstanding account being paid in full or the customer entering into an arrears payment agreement. A customer may request to continue to use a load limiter during the course of the arrears payment agreement.

Customer initiated requests for disconnection for the purpose of performing work on or near electrical apparatus and the subsequent reconnection is referred to as "isolation / re-energization." Before isolating, CHEI may request evidence of prior occupant notification (including, if applicable, a generator) outlining, as a minimum, the date and time of isolation, alternate date of isolation should the need arise, intent

of the isolation and expected date and time of re- energization. CHEI may refuse to isolate an owner's premise until the customer has served notice of the pending isolation to CHEI Consumers located within the subject premise. The owner, before isolation, shall also pay for the cost of the isolation and re- energization, depending on the Customer's work required.

Where a Customer or property owner requests service cancellation, CHEI will remove certain delivery equipment, such as power lines, transformer and meter. If reconnection is requested, the Customer will incur a cost to reinstall appropriate delivery equipment and shall follow the steps and processes for new connections set out in these Conditions of Service.

### **2.2.2 Reconnection**

Where the reason for the Disconnection has been remedied to CHEI's satisfaction, CHEI shall reconnect a Customer. All costs, including inspections, associated with the Disconnection and reconnection shall be paid for by the Customer prior to reconnection of the service.

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

- where CHEI has reason to believe that the wiring may have been damaged or altered;
- where service was disconnected for modification of Customer wiring;
- where service has been disconnected for a period of six months or longer;
- where the service was disconnected as a result of an adverse effect on the reliability and safety of the Distribution System; or
- Where it is a requirement of the Electrical Safety Code.

### **2.2.3 Disconnection and Reconnection Related Charges**

Unless specified elsewhere in these Conditions of Service, a charge shall apply in cases where it is necessary for CHEI to make a trip to the Customer's premises to collect payment for an overdue account, disconnect service, install a Load Limiter or reconnect service. The Customer will also be responsible for any incidental charges.

### **2.2.4 Unauthorized Energy Use**

CHEI reserves the right to disconnect the Distribution of electricity to a Customer, without notice, for causes including energy diversion, fraud or abuse on the part of

the Customer. Such service shall not be reconnected until the Customer rectifies the condition and pays all uncollected charges, including late payment charges, and costs incurred by CHEI arising from unauthorized energy use, including inspections and repair costs, and the cost of disconnection and reconnection. Unauthorized use of energy is a criminal offence and the regional police will be notified of all occurrences.

## **2.3 Conveyance of Electricity**

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

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

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

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

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

During an emergency, CHEI may interrupt supply to a Consumer in response to a shortage of supply of electricity, or to effect repairs on its distribution system, or while repairs are being made to Consumer or Customer-owned equipment. CHEI shall have rights to access property in accordance with section 40 of the Electricity Act, 1998 and any successor acts thereto.

To assist with distribution system outages or emergency response, CHEI may require a Consumer or Customer to provide CHEI with emergency access to Consumer or Customer-owned distribution equipment that normally is operated by CHEI or CHEI - owned equipment on Consumer's property.

#### **2.3.1.1 Indemnity and Liability**

CHEI does not guarantee a constant power supply or give assurance that voltages and frequency will be unvaried. Furthermore, CHEI shall not be liable for damages to the Customer's or Consumer's equipment by reason of any failure in respect thereof.

CHEI is not responsible for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or, for 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.

CHEI will practice reasonable diligence in maintaining power levels, but, shall not be

responsible for any variations caused by external forces, such as operating contingencies, exceptionally high loads, or, low voltage supply from the transmitter or generator(s). CHEI shall not be held responsible for failure of any of its obligations as outlined in these Conditions of Service due to any events beyond the reasonable control of CHEI, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, pandemic, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, third party accident, restraint by court or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure").

When access to its electrical equipment is impeded, CHEI shall not be held liable for damages to Consumer or Customer's property or building incurred while obtaining safe access to metering or distribution equipment.

### **2.3.2 Power Quality**

CHEI shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5 of this document. Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Consumers connected to CHEI's distribution system. Customers must ensure that their equipment does not cause 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 Customer must consult with CHEI

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. CHEI will assist in attempting to resolve any such difficulties at the Customer's expense. Consumers who may require an uninterrupted source of power supply or a supply completely free from fluctuation and disturbance must provide their own power conditioning equipment for these purposes.

#### **2.3.2.1 Power Quality Testing**

Where a Consumer or Customer provides evidence or data indicating that a power quality or EMI problem may be originating from CHEI's distribution system, CHEI will perform investigative analysis to attempt to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and power quality monitoring.

Upon determination that the cause resulting in the power quality concern originates from the CHEI distribution system, where it is deemed a system delivery issue and where industry standards are not met, CHEI will recommend and/or take appropriate mitigation measures. CHEI will take appropriate actions to control power disturbances found to be detrimental to the Consumers or Customers. If CHEI is unable to correct

the problem without adversely affecting other CHEI Consumers or Customers, then it is not obligated to make the corrections. CHEI will use appropriate industry standards (such as IEC or IEEE standards) and good utility practice as a guideline. If the problem lies on the Customer side of the system, CHEI may seek reimbursement from the Customer for the costs incurred in its investigation.

#### ***2.3.2.2 Prevention of Voltage Distortion on Distribution***

Customers having non-linear load shall not be connected to CHEI's distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed must comply with IEEE Standard 519-1992. The limit on individual harmonic distortion is 3%, while the limit on total harmonic distortion is 5%.

#### ***2.3.2.3 Obligation to Help in the Investigation***

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

The Customer shall assist in the investigation and resolution of power quality problems by:

- maintaining and providing CHEI with a detailed log of exact times and dates of poor power quality;
- ensuring corrective measures such as filters and/or grounding are installed for non-linear loads connected to the distribution system;
- assisting CHEI in determining whether the Customer's equipment may be a source of undesirable system disturbances; and
- Ceasing operation of equipment deemed to be the cause of system disturbances until satisfactory remedial action has been taken.

The Customer or Consumer should be aware that some distribution system events such as capacitor switching may cause problems with highly sensitive equipment, and the Customer or Consumer shall be responsible for mitigating these effects.

#### ***2.3.2.4 Timely Correction of Deficiencies***

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

**2.3.2.5 Notification for Interruptions**

CHEI will provide metered Customers or Consumers with reasonable notice of any planned power interruptions. For those considered generators of electricity, CHEI will follow the OEB regulatory provisions in the Distribution System Code.

Immediately prior to doing meter work that would result in a service interruption, CHEI will attempt to notify the residential or small commercial Customer or Consumer in person at the affected premise.

Interruption times may change due to inclement weather or other unforeseen circumstances. CHEI shall not be liable to Customers or Consumers for failure to provide notice of planned power interruptions or for changes to the schedule for planned power interruptions.

During an emergency, CHEI may interrupt the supply of electricity to a property without notice in response to a shortage of supply of electricity, to affect repair on CHEI's distribution system, to facilitate repairs to Customer-owned equipment, or to conduct work of an emergency nature to address possible injury to a person or damage to property or equipment. Service interruption, without prior notice, may take place if an unsafe or hazardous condition is found to exist at a Customer's or Consumer's premise.

**2.3.2.6 Emergency Interruptions for Safety**

If an unsafe, hazardous or emergency condition is found to exist, or if the use of electricity by the Customer's apparatus, appliances or other equipment is found to be unsafe or damaging to CHEI or the public, service may be interrupted without notice. Refer to Section 2.2 Disconnection of this COS document.

**2.3.2.7 Emergency Service (Trouble Calls)**

CHEI will exercise reasonable diligence and care to deliver a continuous supply of electricity to the Consumer. However, CHEI cannot guarantee a supply that is free from interruption. When power is interrupted, the Consumer should first ensure that failure is not due to blowing of fuses within the 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 CHEI's main source of supply has failed, the Consumer should report these conditions at once to CHEI's Call Centre by calling 613-443-5110. CHEI operates a Call Centre 24 hours a day to provide emergency service to Consumers. CHEI will initiate restoration efforts as rapidly as practicable.

**2.3.2.8 Outage Reporting**

Depending on the outage, duration and the number of Consumers affected, Corporate Communications of CHEI 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

### **2.3.3 Electrical Disturbances**

CHEI shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure as defined in Section 2.3.5. Voltage fluctuations and other disturbances can cause flickering of lights and other serious difficulties for Consumers connected to CHEI's distribution system. Customers must ensure that their equipment does not cause 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 Customer must consult with CHEI.

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. CHEI will assist in attempting to resolve any such difficulties at the Customer's expense.

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

### **2.3.4 Standard Voltage Offerings**

2.3.4.1 Primary Voltage

2.3.4.2 Secondary Voltage

2.3.4.3 Supply Voltage

Please Refer to Appendix A for utility specific voltage offerings and guidelines.

### **2.3.5 Voltage Guidelines**

CHEI maintains service voltage at the Customer's service entrance within in the guidelines of C.S.A Standard CAN3-C235 (latest edition) as found in Appendix A

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

CHEI practices reasonable diligence in maintaining voltage levels, but is not responsible for variations in voltages related to external factors. External factors include, but are not limited to, those factors that necessitate operating contingencies



and exceptionally high loads and low voltage supply from the transmitter or host distributor. CHEI shall not be liable for any delay or failure in performance of any of its obligation under these Conditions of Service due to any events or causes beyond the reasonable control of CHEI, including, without limitation, severe weather, flood, fire, lightning, other forces of natures, acts of animals, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (Force Majeure).

### **2.3.6 Backup Generators**

A Customer with portable or permanently connected emergency backup generation shall comply with all applicable criteria of the Ontario Electrical Safety Code (OESC) and in particular, shall ensure that the Customer's emergency generation does not parallel with CHEI's system without the proper interface protection and does not adversely affect CHEI's distribution system.

Customers with permanently connected Emergency Backup Generation Facilities shall notify CHEI, in writing, regarding the presence of such equipment. Depending on the type and location of the generator system, the Customer may be required to sign a contract detailing CHEI requirements and limitations. All applicable environmental requirements are the responsibility of the Customer. Customers shall consult with CHEI during the planning and prior to the installation of any portable or permanently connected Emergency Backup Generation Facilities.

### **2.3.7 Meter Installation and Meter Reading**

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

#### **2.3.7.1 General**

CHEI will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location, satisfactory to CHEI, for the installation of meters, wires and ancillary equipment. Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by CHEI. No person, except those authorized by CHEI, may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment owned by CHEI. The Customer will be responsible for the care and safekeeping of CHEI meters, wires and ancillary equipment on the Customer's premises. If any CHEI equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to CHEI the value of such equipment, or at the option of CHEI, the cost of repairing the equipment.

The location allocated by the owner for CHEI metering shall provide direct access for CHEI staff and shall be subject to satisfactory environmental conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment, not less than 1.2 metres (48") and a minimum ceiling height of 2.1 metres (84")
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes

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

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

#### **2.3.7.1.1 Metering Requirements for Multi-Unit Residential Rental Buildings and Condominiums**

Developers of new multi-unit residential rental buildings and new and existing condominiums (collectively, "MURBs"), or boards of directors of condominiums, or authorized persons in charge of any other applicable class of unit under Ontario Regulation 389/10, may choose to have CHEI install unit smart metering, or to have CHEI install a bulk interval meter for the purpose of enabling unit sub-metering by a licensed unit sub-meter provider.

##### **Installation of Unit Smart Metering by CHEI**

Upon the request of a MURB developer or a condominium board of directors, CHEI will install unit smart metering that meets the functional specification of Ontario Regulation 425/06 – Criteria and Requirements for Meters and Metering Equipment, Systems and Technology (smart metering). In that case, each separate residential and commercial unit, as well as common areas, will become direct individual customers of CHEI, with the common area accounts held by the developer, Condominium Corporation or the landlord as the case may be.

The MURB developer or condominium board of directors may choose an Alternative Bid for the installation of unit smart metering. In that case, the MURB developer, landlord or condominium board of directors is required to:

- select and hire a qualified contractor;
- ensure all work that is eligible for alternative bid is done in accordance with CHEI's technical standards and specifications; and
- Assume full responsibility for the installation and warranty all for a period of 2 years from date of commissioning.

Where the MURB developer or condominium board of directors transfers the metering facilities installed under the alternative bid option to CHEI, and provided CHEI has inspected and approved the facilities installed, CHEI shall pay the condominium corporation, landlord or developer a transfer price. The transfer price shall be the lower of the cost to the MURB developer or condominium board of directors to install the metering facilities or CHEI's fully allocated cost to install the metering facilities.

### **Common Area Metering**

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

### **Installation of Bulk Interval Metering by CHEI**

Where bulk interval metering is supplied by CHEI to an exempt distributor for the purpose of enabling unit sub-metering, the responsible party (i.e., the developer, condominium corporation, or landlord, but not the unit sub-meter provider) shall enter into a contract with CHEI for the supply of electrical energy to the building.

#### **2.3.7.1.2 Main Switch and Meter Mounting Devices**

The Customer's main switch immediately preceding the meter shall be installed so that the top of the switch is 1.83 m or less from the finished floor and shall permit the sealing and padlocking of:

- the handle in the "open" position; and
- The cover or door in the closed position.

Meter mounting devices for use on Commercial/Industrial accounts shall be installed on the load side of the Customer's main switch and be located indoor.

The Customer is required to supply and install a CHEI approved meter socket for the use of CHEI's self-contained socket meters for the main switch ratings and supply voltages listed in Table 5 in Section 5 of this Conditions.

The Customer is required to supply and install a meter cabinet to contain CHEI's metering equipment for the main switch ratings and supply voltages listed in Appendix A of to this Conditions.

Meter centers installed for individual metering applications must meet the requirements specified in Appendix A of these Conditions of service.

The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be

applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

#### **2.3.7.1.3 Service Mains Limitations**

The metering provision and arrangement for service mains in excess of either 600 A or 600 V shall be submitted to CHEI for approval before building construction begins. Additional standards and requirements for services metered above 600 V can be made available upon request.

#### **2.3.7.1.4 Special Enclosures**

Specially constructed meter entrance enclosures will be permitted for outdoor use upon CHEI's approval of a written application for use.

#### **2.3.7.1.5 Meter Cables**

The Customer shall provide meter loops having a length of 610-mm in addition to the length between line and load entry points. Line and load entry points shall be approved by CHEI prior to installation. Where more than two conductors per phase are used, the connectors shall be provided by the Customer Appendix A of these Conditions of Services for required cabinets). Mineral insulated, solid or hard drawn wire conductors are not acceptable for meter loops.

Any variation from the above must first be checked and approved by CHEI prior to installation.

#### **2.3.7.1.6 Barriers**

Barriers are required in each section of switchgear or service entrance equipment between metered and unmetered conductors and/or between sections reserved for CHEI use and sections for Customer use.

#### **2.3.7.1.7 Doors**

Side-hinged doors shall be installed over all live electrical equipment where CHEI personnel may be required to work (i.e. line splitters, unmetered sections of switchgear, breakers, and switches, metering compartments, meter cabinets and enclosures). These hinged doors shall have provision for sealing and padlocking. Where bolts are used, they shall be of the captive knurled type. All outer-hinged doors shall open no less than 135°. All inner-hinged doors shall open to a full 90°.

#### **2.3.7.1.8 Auxiliary Connections**

All connections to circuits such as fire alarms, exit lights and Customer instrumentation shall be made to the load side of CHEI's metering. No Customer equipment shall be connected to any part of the CHEI metering circuit.

**2.3.7.1.9 Working Space**

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with the Ontario Electrical Safety Code.

**2.3.7.1.10 Meter Costs**

CHEI shall provide a single phase smart meter (i.e., either 120/240 V or 120/208V single phase) at no additional cost to the Customer or Consumer. Any additional equipment required for the smart or conventional metering installation shall be paid by the Customer or Consumer. Where meters are installed for interval metering, the Customer or Consumer shall cover the cost of the new meter installation and the associated dedicated communication link.

Where meters are installed for purposes other than direct energy billing (i.e., for check metering, power quality, customer SCADA functionality, load studies, etc.), the Customer or Consumer shall pay for these meters and accessories.

Should a Customer's or Consumer's rate class change to where an interval meter is the standard or the Customer or Consumer requests a metering upgrade to an interval meter or to a non- standard metering configuration, the Customer or Consumer shall cover the cost of the new meter installation and the associated dedicated communication link. The Customer or Consumer shall be responsible for the ongoing monthly costs of operating the phone line and shall maintain its availability while the service exists. The phone line shall be direct dial, voice quality and operational 24 hours a day, for the exclusive use of CHEI.

**2.3.7.2 Current Transformer Boxes**

A separate meter cabinet must be supplied and installed by the Customer, located to the satisfaction of CHEI and as close as possible to the instrument transformer compartment.

The cabinet and the compartment will be connected by an empty 1½ inch conduit, the length of which shall not exceed 30 m, and which shall include a maximum of three 90° bends. The conduit will be provided for the exclusive use of CHEI. No fittings with removable covers are permitted.

The meter cabinet shall be grounded by a minimum #6 copper grounding conductor, not installed in the above conduit. The Customer shall install a strong nylon or polyrope pull line in the conduit. The final layout and arrangements of components must be approved by CHEI prior to fabrication of equipment.

Where two or more circuits are totalized, or where remote totalizing is involved, or where instrument transformers are incorporated in high voltage switchgear (greater than 750 V), CHEI will issue specific metering requirements.

**2.3.7.3 Interval Metering**

CHEI shall provide, install and maintain a meter installation for retail settlement and billing purposes for each customer connected to the distributor's distribution system.

CHEI may install a demand meter or interval meter for purposes of measuring demand in order to assign the customer to a rate class or to set the appropriate distribution services rate for that customer.

- A distributor shall provide an interval meter within a reasonable period of time to any customer who submits to it a written request for such meter installation, either directly or through an authorized party, in accordance with the Retail Settlement Code, subject to the following conditions:
- The customer that requests interval metering shall compensate a distributor for all incremental costs associated with that meter, including the capital cost of the interval meter, installation costs associated with the interval meter, ongoing maintenance (including allowance for meter failure), verification and reverification of the meter, installation and ongoing provision of communication line or communication link with the customer's meter, and cost of metering made redundant by the customer requesting interval metering.
- The distributor shall determine whether the meter will be a MIST or MOST meter, subject to the requirements of this Code.
- A communication system utilized for MIST meters shall be in accordance with the distributor's requirements.
- A communication line shall be required in the case of inside or restricted access meters.

**2.3.7.4 Meter Reading**

The Customer or Consumer must provide or arrange free, safe and unobstructed access during regular business hours to any authorized representative of CHEI for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during CHEI's normal business hours, the Customer or Consumer must, on reasonable notice, arrange such access at a mutually convenient time.

**2.3.7.5 Final Meter Reading**

When a service is no longer required, the Customer or Consumer shall provide sufficient notice of the date the service is to be discontinued so that CHEI can obtain a final meter reading as close as possible to the final reading date. The Customer or Consumer shall provide access to CHEI or its agents for this purpose. If a final meter reading is not obtained, the Consumer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading, as determined by CHEI.

#### **2.3.7.6 Faulty Registration of Meters**

Metering electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. CHEI revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, CHEI will determine the correction factors based on the specific cause of the metering error and the Consumer's electricity usage history. The Consumer shall pay for all the electricity supplied a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by CHEI, due regard being given to any change in characteristics of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the Consumer was over charged, CHEI will reimburse the Consumer for the amount incorrectly billed.

If the incorrect measurement is due to reason other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error. CHEI will correct the bills for that period in accordance with the regulations under the *Electricity and Gas Inspection Act*.

#### **2.3.7.7 Crossed Meters or Billing Errors**

When a billing error has resulted in over billing and Measurement Canada is not involved, the Customer or Consumer shall be credited with the erroneously paid amount for a period or error not exceeding two (2) years, starting from the point that can be factually identified or reasonably proven (default) when the problem/condition began.

The Customer or Consumer shall be refunded the overbilled amount by either a credit to their account or by cheque, in accordance with Sections 7.7.1 and 7.7.2 of the Retail Settlement Code. If there are outstanding arrears on the account, CHEI will apply the refund to the account, first.

When a billing error has resulted in under billing and Measurement Canada is not involved, the Customer or Consumer will normally be charged with the amount erroneously under billed for a period not exceeding two (2) years, in the case of a Customer or Consumer who was not responsible for the error, or the duration of the defect for any proven cases of wilful damage or energy diversion. In the case of under billing, the Customer or Consumer, upon request, may be permitted to re-pay the amount over a period of time mutually agreed by both CHEI and the Customer or Consumer, but, no longer than the duration of the error and no less than ten (10) months for low-income customers. In cases of overbilling, CHEI shall refund the

amount owed to the Customer or Consumer upon the completion of the investigation and over a period of time mutually agreed by both CHEI and the Customer or Consumer, but, no longer than the duration of the error.

CHEI will not charge interest on amounts owing due to billing errors, provided that the Customer or Consumer was not aware of the defect or has not tampered with or damaged CHEI metering installations. In such cases, the interest charge will be at the discretion of CHEI, in accordance with Section 7.7.9 of the Retail Settlement Code.

In cases in which Measurement Canada is involved, Measurement Canada will act as an arbitrator and determine the appropriate adjustment.

Billing corrections shall be calculated using the actual rates in place at the time of the error.

### ***2.3.7.8 Meter Dispute***

Measurement Canada had jurisdiction, under the federal Electricity and Gas Inspection Act, in a dispute between CHEI and its Customer where the condition or registration of a meter or metering installation is in question. CHEI will inform Customers of the assistance provided by Measurement Canada in dispute investigations. If the services of Measurement Canada are requested by the Customer or retailer to resolve the issue, CHEI may charge the Customer for the costs of processing the application to Measurement Canada and removing and transporting the meter to a testing location. If the dispute is substantiated by Measurement Canada and the resolution is in the favour of the Customer, the costs will not be recovered from the customer.



## **2.4 Tariffs and Charges**

### **2.4.1 Service Connection**

Charges for distribution services are made as set out in the Schedule of Rates available from CHEI. Notice of Rate revisions shall be published in major local newspapers. Information about changes will also be mailed to all Consumers with the first billing issued at revised rates

#### ***2.4.1.1 Customers Switching to Retailer***

There are no physical service connection differences between Standard Service Supply (SSS) customers and third party retailers' customers. The supply of electricity to both types of customers is delivered through CHEI's distribution system with the same distribution requirements.

### **2.4.2 Energy (Electricity) Supply**

#### ***2.4.2.1 Standard Supply Service (SSS)***

All existing CHEI customers are SSS Customers until CHEI is informed of their transfer to a competitive Retailer. The Service Transfer Request (STR) must be made by the Customer or the Customer's authorized Retailer as per the RSC.

#### ***2.4.2.2 Retailer Supply***

Customers transferring from SSS to a Retailer shall comply with the STR requirements as outlined in Sections 10.5 through 10.5.6 of the RSC. All requests shall be submitted as electronic files and transmitted through Electronic Business Transaction (EBT) system. STR's shall contain information set out in section 10.3 of the RSC. If the information is incomplete CHEI will reject the STR and notify the requesting party that the request cannot be processed.

#### ***2.4.2.3 Wheeling of Energy***

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

### **2.4.3 Deposits**

The utility reserves the right to apply a security deposit if deemed necessary. When applicable, security deposits are calculated and applied according to the following procedures;

As a condition of supplying or continuing to supply distribution services, CHEI will request security deposits from Customers. Security Deposits shall be determined and managed in accordance with Sections 2.4.6.1 to 2.4.28 of the DSC. CHEI shall not discriminate among Customers with similar risk profiles or risk related factors, except where expressly permitted under the DSC.

Except for Customers or Consumers who meet the energy use security deposit waiver conditions described below, all Consumers and Consumers are required to provide an account security deposit to CHEI.

Energy use security deposits shall be considered as advanced payments on accounts and become the property of CHEI until refunded. They are not considered security, as defined in the Bankruptcy and Insolvency Act (1992), Section 69(1).

#### ***2.4.3.1 Residential Customer Security Deposit***

A residential Customer's security deposit amount is calculated according to the average bill of that account over the most recent consecutive 12- month span within the past two (2) years. Where billing history is available, the deposit amount shall be calculated as 2.5 times the average monthly bill. If less than twelve (12) months of billing history exists, CHEI will based the Residential Customer's security deposit upon a reasonable estimate.

The requested deposit amount shall be applied to the Customer's bill. If requested, the Consumer may pay their energy security deposit in 2 equal instalments.

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

- a customer provides historical CHEI account information confirming a satisfactory payment history, where some of that satisfactory payment history has occurred within the previous 24 months and is in the same account holder name, or,
- a customer provides a letter from another electrical or gas distributor in Canada, confirming a satisfactory payment history, where some of that good payment history has occurred within the previous 24 months and is in the same account holder name, or,
- A customer provides a satisfactory credit check at their expense. CHEI is not responsible for the data integrity of external credit rating agencies, or,
- A Customer who has been qualified as an eligible Low Income Customer, in accordance with Section 2.4.11.1 of the DSC. Customers who apply for eligibility as a Low Income Customer shall be provided 21 calendar days to confirm eligibility, in accordance with Section 2.4.11.2 of the DSC.

A Consumer that is a corporation within the meaning of the Condominium Act, 1998, who has an account with CHEI, is considered a Residential Customer, if the following conditions apply:

- the Account relates to a property defined in the Condominium Act, 1998, and is comprised predominantly of units that are used for residential purposes, and

- The account relates to more than one unit of property, provided that the Consumer files with CHEI a "Declaration Form" attesting to the Consumer's status as a corporation within the meaning of the Condominium Act, 1998, c.19.

Deposits shall be automatically refunded to the customer's account once twelve (12) months of satisfactory payment history is established, commencing from date the deposit was paid in full, or the customer's account is closed, whichever comes first.

Payment history is not satisfactory if more than one of the following events occur, during the relevant time period, the customer has received more than one disconnection notice from CHEI, more than one cheque given to CHEI has been returned for insufficient funds, a disconnect / collect trip has occurred or CHEI, a full or partial security deposit was applied to a Customer's arrears and that Customer was required to repay the security deposit.

Interest shall accrue on cash deposits, monthly, once the security deposit has been paid in full. The interest rate shall be at the prime business rate, less two (2) percent, as published on the Bank of Canada website and updated quarterly. Such interest shall be applied to the Consumer's account at least annually.

Payment of a requested security deposit is a condition of service and continuing service, which shall be enforced through standard collection practices for amounts overdue.

#### ***2.4.3.2 Non Residential Customers Security Deposits***

Non-residential customers shall provide a security deposit based on

- the product of an estimate bill based on average of twelve (12) consecutive months in the past twenty four (24) month period multiplied by a billing factor of 2.5; or
- Where a customer has had more than one disconnect notice in the past twelve (12) month period, the amount of the deposit may be increased to reflect the highest actual or estimated monthly load, multiplied by the billing factor.

Non-residential customers opening an account may qualify for a deposit waiver, based on the following criteria;

- a customer provides historical CHEI account information confirming a satisfactory payment history, where some of that satisfactory payment history has occurred within the previous 24 months and is in the same account holder name, or,
- a customer provides a letter from another electrical or gas distributor in Canada, confirming a satisfactory payment history, where some of that good payment history has occurred within the previous 24 months and is in the same account holder name, or,

- The customer, other than a customer in a greater than 5,000kW demand rate class, provides satisfactory credit check at their own expense. CHEI is not responsible for the data integrity of external credit rating agencies.

Where a non-residential customer with a 50kW or greater demand has a credit rating from a recognized credit rating agency, the maximum amount of deposit required will be reduced as follows.

Credit Rating	Allowable Reduction
(Standard and Poor's Ratings)	
AAA- equivalent and above	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA	85%
BBB-, From BBB, BBB+ to below A	75%
Below BBB-	0%

The minimum time frame for establishing satisfactory payment history, provided some payment history has occurred within the past 24 months, varies by Consumer class as follows:

- Commercial less than 50 kW demand: 5 years
- Commercial greater than 50 kW demand: 7 years

CHEI shall reduce the energy use security deposit held by Consumers greater than 5,000 kW, by a maximum of 50%, after seven (7) years of good payment history has been achieved. The remaining balance of the security deposit will be refunded only when the account is closed.

Payment history is not satisfactory if more than one of the following events occur, during the relevant time period, the customer has received more than one disconnection notice from CHEI, more than one cheque given to CHEI has been returned for insufficient funds, a disconnect / collect trip has occurred or CHEI, a full or partial security deposit was applied to a Customer's arrears and that Customer was required to repay the security deposit.

Acceptable forms of deposit are cash, cheque, or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1999, c46. A customer may make arrangement to provide a security deposit in equal payments over 2 months.

For Consumers who change their billing option from distributor-consolidated billing to retailer- consolidated billing, CHEI shall apply their cash deposit plus accrued interest, or applicable portion thereof, to the final bill. Any residual credits shall be returned by cheque, within six (6) weeks of closure. Other acceptable forms of security shall be returned by mail.

CHEI will review deposit levels at least once per calendar year to assess refund eligibility. Consumers may request, in writing or by phone, a review of their deposit level or requirement, once 12-months have elapsed from the date the full deposit was paid. Consumers, who may be requested to increase their security deposit amount, shall be required to do so when their next regular bill becomes due.

Consumers, who have active accounts and are eligible for a partial or full deposit refund, shall have their cash deposit, plus accrued interest, applied to their account. Other acceptable forms of security shall be returned after suitable replacement is received, as applicable. Upon closure of an account, CHEI shall automatically transfer the balance to the Consumer's new CHEI account or, where none exists, apply the deposit and accrued interest to the final bill. Any residual credits shall be returned by cheque, within six (6) weeks of closure. Balances of less than \$5.00 will not be returned by cheque.

Interest shall accrue on cash deposits, monthly, once the security deposit has been paid in full. The interest rate shall be at the prime business rate, less two (2) percent, as published on the Bank of Canada website and updated by CHEI, at a minimum, quarterly. Such interest shall be applied to the Consumer's account at least annually, or, on return of the deposit or closure of account, whichever comes first.

Payment of a requested security deposit is a condition of service and continuing service, which shall be enforced through standard collection practices for amounts

#### **2.4.4 Billing**

CHEI will determine the billing cycle and frequency of meter readings for each customer on the basis of customer classification and may, at its option, render bills to its Customers monthly. Bills for the use of electrical energy may be based on either a metered rate or for certain specific types of customer or loads on a flat rate basis, as determined by CHEI.

CHEI will bill Standard Supply Service Customers. Standard Supply Customers may discuss the charges shown on their bill by contacting CHEI at the contact methods shown on their bill.

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

##### **2.4.4.1 Account Set-up Charges**

When a Customer establishes a new account, a charge is applied to their first bill. This charge applies to both those Consumers who are new to CHEI's distribution service area and those who have moved locations within CHEI's distribution service area.

**2.4.4.2 Use of Estimates**

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

Customers who do not have an interval meter, or are not yet transitioned to time-of-use pricing, may avoid receiving bills based on estimated meter readings if they provide Customer-obtained meter reads that pass validation checks and are provided according to processes and timing established by CHEI for billing purposes.

**2.4.4.3 Arrears Certificate**

A charge is levied to provide a certificate of arrears per Service Address. This is typically provided to lawyers during a property purchase.

**2.4.4.4 Power Factor Adjustment**

A Customer shall be billed for Demand based on the measured kilowatts or 90% of the measured kilovolt-amperes, whichever is greater. This provides an adjustment for a Customer with a power Factor that is less than 90% leading or lagging.

**2.4.4.5 Measurement Error Correction Factors (MEC)**

Where CHEI is the Meter Service Provider (MSP), MEC losses shall not be applied. If the generator chooses another MSP, the generator is responsible for determining the measurement error correction factors and providing to CHEI for approval. The MEC needs to be compliant with the IESO and Measurement Canada requirements, as well as, signed and sealed by a Professional Engineer of Ontario.

**2.4.5 Payments and Overdue Account Interest Charges****2.4.5.1 Payment Options**

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

CHEI also offers equal billing, credit card, debit and pre-authorize payments

**2.4.5.2 Late Payment Charges**

A late payment charge of 1.5% per month (19.56% annually) is applied to all accounts not paid by the due date. Bills are due and payable 16-days from the mailing date.

This charge is levied on any bill, including final bills, with no minimum set. Where the Consumer has made a partial payment on or before the due date, the late payment charge will apply only to the amount of the bill outstanding at the due date, inclusive of arrears from previous billings. Credit balances arising from Consumer overpayments may be refunded at the request of the Consumer. In such instances, no interest shall be applied to the amount.

#### **2.4.5.3**

Residential customers may qualify for an arrears payment agreement which assists customers pay overdue amounts over an extended period of time. Residential customers may obtain more details by contacting CHEI's Customer Contact Centre (Section 1.5).

#### **2.4.5.4 Collection of Account Charge**

A collection of account charge may be applied when a collection visit is made at a Consumer's premises. This charge is not applied if the collection trip does not result in payment. Only one collection charge may be applied per billing period, unless a partial payment has been made. A collections charge will not be applied if a reconnection charge is applied in the same billing period following a service disconnection for non-payment.

#### **2.4.5.5 Unprocessed Payment Charge**

a non-sufficient funds (NSF) charge is applied for each payment that cannot be processed

#### **2.4.5.6 Reconnection Charge**

A Consumer or Customer disconnected for non-payment may be required to pay a reconnection fee.

#### **2.4.5.7 Credit Refunds**

A credit refund for final accounts will not be initiated until 10-business days have elapsed from the final payment date. When an account holder has another active account with CHEI, the credit balance may be transferred into that active account. Otherwise, a refund cheque will normally be issued within six weeks of account closure.

#### **2.4.6 Generation Payments**

Customers with generation supplied to CHEI's electricity distribution grid will receive payments in accordance with the Customer's supply contract with the Independent Electricity System Operator (IESO) (which now includes the former Ontario Power Authority (OPA)) and in the manner and frequency as determined by the Ontario Energy Board (OEB). CHEI issues payments on a monthly basis, generally 2 weeks



following the first of the month.

#### **2.4.7 Eligible Low Income Customers**

CHEI adheres to the Low Income Assistance Program (LEAP) and the Ontario Electricity Support Program (OESP) for Eligible Low Income Customers issued by the Ontario Energy Board. These provisions are set out in the Distribution system Code, the Retail Settlement Code and the Standard Supply Service Code. Qualified LEAP and OESP customers may be eligible for emergency financial assistance, energy conservation programs as well as special rules for Eligible Low Income customers relating to:

- rate assistance
- security deposits
- billing errors;
- equalized billing options
- disconnection grace period; and
- arrears payment arrangements

For more information or to register for OESP, please contact:

Phone number: 1-855-831-8151

Website: [OntarioElectricitySupport.ca](http://OntarioElectricitySupport.ca)

For more information or to register for LEAP please contact:

Name: Felix Lalonde

Phone: 613-443-5110

Email: [felix@hydroembrun.ca](mailto:felix@hydroembrun.ca)

## 2.5 Customer Information

CHEI will not disclose information regarding a Customer, Retailer, Wholesale Market Participant or Generator to any other party without the written consent of the Customer, Retailer, Wholesale Market participant or generator, except where such information is required to be disclosed

- to comply with any legislative or regulatory requirements;
- for billing, settlement or market operations purposes;
- for law enforcement purposes; or
- To a debt collection agency for the processing of past due account of the Customer or Retailer.

Additionally, CHEI has a Privacy Policy in accordance with the Personal Information Protection and Electronic Documents Act and other applicable provincial legislation. The Privacy Policy can be found at Appendix G

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

### 2.5.1. Current Usage Data

Customers with cumulative volume, demand and non-remotely read Interval Meters shall receive their current usage data on their electricity bill from CHEI. Customers with remotely read or non-remotely read Interval Meters shall have access to meter usage data in accordance with the Read Only Access agreement to be executed by CHEI and the Customer and in accordance with the standards set out in the Retail Settlement Code.

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

- CHEI will select the access windows it requires to read the meter;
- if CHEI's access to the meter is hindered or a Customer's access to the meter corrupts usage information, CHEI may suspend a Customer's right to access until any outstanding problems are resolved;
- The Customer shall pay the reasonable cost of any software, hardware and other services required for a Customer to obtain direct access to meter information. This may include installation of a secondary meter access system;

- the Customer shall bear any cost incurred by CHEI to correct problems caused by a Customer's direct access to the meter;
- if the Customer assigns his or her right to direct meter access to a Retailer or third party, the Customer shall be responsible for the actions of the assigned party.

### **2.5.2 Disclosure of Historical Information**

Provision of Customer-specific information to retailers through the Electronic Business Transaction (EBT) system shall be provided at no charge. Requests to deliver data directly to Retailers and Customers, if not delivered through the EBT System, shall be honoured twice a year, at no direct charge to a Retailer or Customer. Additional requests shall also be honoured, but CHEI may, at its discretion, charge a reasonable fee for such additional requests. A request is considered to be data delivered to a single address.

CHEI will provide a Customer with at least 12 months, where available, of historical usage information, information about the Customer's meter configuration, and payment information ("Historical Information"). The Historical Information can be released to the Customer or any third party designated by the Customer, subject to the following:

- if the third party is a Retailer, the Customer has provided the Retailer with written authorization for the release; or
- If the third party is someone other than a Retailer, the Customer shall have provided CHEI with written authorization for the release.

### **2.5.3 Usage Data Generated by Smart Meters**

Customer access to their hourly electricity usage information will be available over the internet; access to this information is subject to acceptance of the End User Agreement on the CHEI website.

### **2.5.4 Aggregated Information**

CHEI will disclose information regarding Consumer, Retailers, Wholesale Market Participants or Generators where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified, at no charge to another distributor, a transmitter, the IESO or the OEB. CHEI may charge a fee that has been approved by the OEB for all other requests for aggregated information.

### **2.5.5. List of Retailers**

At the request of a Customer CHEI will provide a list of Retailers that have service agreements in effect within the service area. The list will inform the Customer that an alternative Retailer does not have to be chosen in order to ensure that the Customer

receives electricity and the terms of service that are available under SSS.

### **3.0 Customer Class Specific**

Where connections are referred to in this Section, it is understood that all conditions outlined in Section 2.1 – Connections have been satisfied.

#### **3.1 Residential Service**

This section refers to the supply of electrical energy to residential Customers residing in detached, semi-detached, duplex, triplex, or townhouse dwelling units, as defined in the following sections. Residential services will be offered at 120/240V, 1-phase and 3-wire.

##### **3.1.1 Point of Demarcation**

###### **3.1.1.1 Overhead**

a) Secondary: For residential secondary overhead services, the line of electrical ownership, maintenance and operational demarcation between CHEI and the Customer is the standpipe. The customer owns and is responsible for the support structures on their building/pole.

b) Primary: For overhead primary services, the line of electrical ownership, maintenance and operational demarcation is the standpipe. Typically this is the distribution isolating device nearest or on the property line.

###### **3.1.1.2 Underground**

a) Secondary: For residential secondary underground services, the line of electrical ownership, maintenance and operational demarcation between CHEI and the Customer is the line lot. The Customer owns and is responsible for the support structures of electrical equipment on their property.

b) Primary: For underground primary services, the line of electrical ownership, maintenance and operational demarcation is the first distribution-isolating device nearest or on the Customer's property. Service and maintenance costing (see the relevant Sections 3.1.2.3, or 3.1.3.7), easements and any specific maintenance agreements between CHEI and the Customer shall determine the financial responsibilities.

##### **3.1.2 Residential Underground Subdivisions**

This section pertains to the supply of electrical energy to a residential underground subdivision where secondary servicing may not be nearby, or if it is, would be insufficient in capacity. In this case an expansion of CHEI's distribution system may be needed. To accommodate the developer's subdivision construction phasing, CHEI will

determine if a temporary distribution system configuration is feasible during which the normal electrical backup may not be available for up to one year. Development phasing requirements beyond one year will require the installation of a temporary distribution system backup at the cost of the developer.

#### **3.1.2.1 Servicing Requirements**

Servicing of the units will be underground; however, main trunk supply to the boundary of the subdivision will be overhead, unless feasible and the developer requests underground supply at their cost.

#### **3.1.2.2 Site Information**

Prior to establishing service details, CHEI will require the following information from the Customer:

- Project name;
- Unit servicing detail;
- Number of units to be serviced;
- A plan of subdivision, to scale, showing the buildings in relation to existing and proposed property lines, other buildings, streets, street entrances, driveways, and the location of other services, gas, telephone, water, cablevision, waste water (sewage and storm, including catch basins);
- A grading plan;
- Landscaping plan;
- Road cross-sections used;
- Expectation of three or four party trenching. Note: four party trenching is not available for private roads;
- Proposed construction schedule, and phasing of the development;
- Developer detail.

Five hard copies of all drawings must be provided electronically in a CHEI approved file format.

#### **3.1.2.3 Servicing Cost**

Since residential underground subdivisions require an expansion or enhancement to the distribution network, the servicing cost for the subdivision shall be based on the result from the Economic Evaluation Model. The basic credit per property is considered in the model. CHEI's Offer to Connect will stipulate the servicing cost and options. The expansion and enhancement cost to CHEI's normal standard will be reduced in whole or in part by a credit based on the future net revenue of CHEI. The

normal net revenue horizon of CHEI will be based on 25-years subject to change depending on the type of development.

These costs are determined independent of the rate classification used for energy billing purposes discussed in Section 2.6.

### **3.1.3 Residential Single Family Homes**

This section pertains to the supply of electrical energy to detached and semi-detached, single-family homes. A single family home is a permanent structure or structures located on a single parcel of land and approved by the municipality's building department as a dwelling and occupied for domestic or household purposes by a single Customer.

#### **3.1.3.1 Service Requirement**

- a. One service will be provided for each property. In circumstances where more than one service is installed to a single property, and any of the services is to be upgraded, the upgraded service will replace all of the existing services.
- b. The maximum service size is typically limited to 200A, 120/240V. Due to technical constraints, single-phase secondary services greater than 200A may not be available in all areas.

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

- c. Where revenue metering is located inside a residence, the Customer will be required to relocate the meter to the exterior of the building when upgrading the electrical service, working on service conductors within or relocating the service entrance. This may not apply to designate significant heritage resources as noted in Section 3.0.5.

#### **3.1.3.2 Overhead Service (where permitted by law)**

CHEI shall designate the supply point from which the service will be supplied and the location of the standpipe.

CHEI will provide up to 30m of service conductor to the ownership demarcation point. The Customer will contribute to the cost of services that exceed 30m in length, and in some circumstances may be required to construct a private pole line.

The maximum capacity of a secondary overhead service is 200A. Larger capacity services will be installed underground.

#### **3.1.3.3 Underground Service (where permitted by law)**

CHEI will specify the location of the meter base.

CHEI will install secondary service conductors to a maximum length of 30m using standard CHEI secondary conductors considering voltage drop and ampacity characteristics.

#### **3.1.3.4 Site information**

Prior to establishing service details, CHEI will require the following information from the Customer:

- A site plan, to scale, showing the building in relation to existing and proposed property lines, other buildings, streets and driveways, and the location of other services, gas, telephone, water and cablevision. In certain situations, a grading plan may be required. Site plans for pre-planned subdivisions shall follow the Village of Embrun in the Township of Russel mapping coordinate system standard.
- Civic address;
- Customer billing information such as Customer name, billing address, telephone number;
- Requested energization date;
- Service amperage wanted;
- A completed Load Summary form may be required.

#### **3.1.3.5 Metering**

The Customer will supply and install a meter socket in accordance with the Electrical Safety Authority.

#### **3.1.3.6 Inspection**

The electrical installation from inside the home and out to the demarcation point must be inspected and approved by the Electrical Safety Authority (ESA)

- CHEI requires notification from the ESA indicating that an inspection has been conducted, from the demarcation point to the first Customer owned device, and subsequent approval has been granted in the form of a Connection Authorized Certificate, prior to the electrical installation being energized.
- The service entry components up to, and including the meter base, shall be inspected and approved by CHEI prior to energization.

#### **3.1.3.7 Servicing Cost**

CHEI has defined a basic connection for residential Customers and will recover the cost of this basic connection as part of its revenue requirement through the distribution rates attributable to CHEI. CHEI has determined the typical cost of installing services.

For residential infill and upgrades, the Customer shall be responsible for the cost of civil works from the meter base to the supply point.

For overhead supplied residential secondary Customers, CHEI shall supply one clearance service pole within the road right-of-way at no cost (to the initially agreed location) subject to the Customer securing any third party land rights and associated authorization for vegetation management at their cost.

CHEI shall extend the system to provide for a standard, single-phase, secondary residential service within its service area for development fronting publicly opened road allowances. Secondary services greater than 200A single-phase may not be available in all areas, due to technical constraints.

These costs are determined independent of the rate classification used for energy billing purposes discussed in Section 2.6.

### **3.1.4 Residential Townhouses**

This section pertains to the supply of electrical energy to row housing. For stacked townhouses, refer to Section 3.2 General Services (Secondary Voltage Supply).

#### **3.1.4.1 Service Information**

Each townhouse block will be provided with one service up to 400A, single-phase, three-wire service to the building end-wall that will supply a maximum of six (6) – 100A gang metered services.

- Greater than six meters will require a metering centre with the aggregate load limited to a maximum of 400A. Service size shall be supported by load summary that meets the requirements of the Ontario Electrical Safety Code;
- Where a revenue meter is located inside a townhouse, the Customer will be required to relocate the meter to the exterior of the building at the time of upgrading or repairing the electrical service or relocating the service entrance, or performing work on their Service entrance that requires an Electrical Safety Authority permit.
- The Customer will enter into a Servicing Agreement with CHEI, governed by the terms and conditions under which the electrical distribution system and services will be designed and installed.
- The Customer will provide all civil works, as needed, to accommodate the CHEI plant.
- Where the development is no more than one townhouse block, and the service size is less than 400A, the tie to the distribution system may be overhead if possible and permitted in the area. In all other cases the tie to the distribution system and services shall be underground.



- Under certain conditions, up to 600A service (at 120/240V) may be available. Contact CHEI to determine availability.
- Service entrance requests for more than six (6) units or a 600A service (at 120/240V) shall be accompanied by an ESA reviewed and approved Load Summary.

#### **3.1.4.2 Site information**

Prior to preparing a design for services to the premise, the Customer must provide the following information to CHEI:

- A grading and site plan showing the building(s) in relation to existing and proposed property lines, other buildings, streets and driveways, and the location of other services such as, gas, telephone, water and cable vision. Site plans for pre-planned subdivisions shall follow the Village of Embrun, in the Township of Russel mapping coordinate system standard;
- Civic addresses;
- Customer billing information such as Customer name, billing address, telephone number;
- A legal reference plan by a land surveyor;
- A municipal servicing plan showing the location of water and sewer services;
- A layout showing the number of units and the size of electrical services required;
- A completed Load Calculation Sheet form may be required. A copy is attached (see Appendix C.2);
- Requested energizing date.

All drawings should be provided electronically in a CHEI approved file format.

#### **3.1.4.3 Metering**

The Customer will supply and install meter sockets in accordance with the Electrical Safety Authority.

#### **3.1.4.4 Inspection**

Prior to the energization of each service, the ESA is required to notify CHEI that the electrical installation inside the buildings and out to the demarcation point has been inspected and approved by the ESA.

#### **3.1.4.5 Servicing Cost**

Service costs will be handled in a similar manner to the single-family residential connections as per Section 3.1.3.7 "Servicing Cost." These costs are determined independent of the rate classification used for energy billing purposes discussed in Section 2.6.

## **3.2 General (Non-Residential) Service**

This section shall include small apartment buildings, dense condominium arrangements, small commercial, agricultural, billboards, industrial and institutional developments supplied from the road right-of-way or CHEI easement. This section does not apply to residential services (see Section 3.1 and 4). Larger services may require a primary supply (see Section 3.3).

### **3.2.1 Point of Demarcation**

The point of electrical ownership demarcation between CHEI and the Customer varies depending on the overhead or underground supply configuration unless there is specific written agreement between CHEI and the Customer. The Customer will own and maintain the electrical service equipment up to the point of ownership and is responsible for the support structures of electrical equipment on their property. Service costing (see Section 3.2.6), easements and any specific maintenance agreements between CHEI and the Customer shall determine the financial responsibilities between the parties.

### **3.2.2 Service Requirement**

The service voltage will be established by CHEI, depending upon the location of the premise and will be one of the following:

- [120/240 volts, 1-phase, 3-wire, up to 200A overhead (subject to municipal bylaw) or underground;]
- [120/240 volts, 1-phase, 3-wire, 400A underground in designated areas;
- [347/600 volts, 3-phase, 4-wire, up to 200A overhead or underground in designated areas; 347/600 volts, 3-phase, 4-wire, 400A underground in designated "downtown" areas, and ]
- if available;]

One service will be provided for each property. In circumstances where more than one service is installed to a single property and any of the services is to be upgraded, the upgraded service will replace all of the previous services.

CHEI will establish the location of the service entrance to the property and to the premise.

### **3.2.3 Site Information**

Prior to preparing a design for service to the premise, the Customer must provide the following information to CHEI:

- A grading plan and site plan, to scale, showing the building in relation to existing and proposed property lines, other buildings, streets and driveways and the location of other services such as gas, telephone, water, and cablevision;

- Civic address;
- Customer billing information such as Customer name, billing address, telephone number;
- Requested energizing date;
- Service amperage;
- Preferred voltage;
- Preferred service entrance location;
- Estimated initial kilowatt demand and ultimate maximum demand;
- A single-line diagram showing the provision for metering facilities and a listing of all significant loads such as lighting, motors, cooling, heating, welders, etc.;
- A completed Load Summary form may be required (see Appendix X);
- In the event that an electrical room is to be installed, a plan to scale showing this room and provision for metering equipment must be provided.

All drawings should be provided electronically in a CHEI approved file format.

#### **3.2.4 Metering**

The Customer will supply and install a meter socket in accordance with the Electricity Safety Authority

#### **3.2.5 Inspection**

The electrical installation inside the building and out to the ownership demarcation point must be inspected and approved by the ESA.

- CHEI requires notification, in the form of an ESA Connection Authorization Certificate, to indicate that this inspection has been done and that subsequent approval has been confirmed prior to the electrical installation being energized.
- The service entry components to and including the meter base, shall be inspected and approved by CHEI prior to energization.

#### **3.2.6 Servicing Cost**

The methodology for determining amounts to be contributed by the Customer for service is documented in Appendix B. The Customer shall provide and install all electrical works and civil infrastructure for the service up to the supply point, plus the connection costs. For expansion or enhancement of the system, the actual cost will be recovered from the Customer with a credit for the future revenue from the service, through the use of an Economic Evaluation Model (see Appendix B). This Model uses

rate class information to determine future operating costs.

### **3.3 Commercial and Industrial Developments**

This section shall include apartment buildings, commercial, agricultural, industrial, and institutional developments, where a primary voltage service is required, as outlined in Appendix A.

The decision as to whether or not a transformer vault or pad-mount transformer is required rests solely with CHEI and under no circumstances are Customers to be advised in this regard without consultation with CHEI. CHEI will not install multi-pole overhead transformer structures. When these structures require upgrading, CHEI will disconnect and remove its equipment, or may sell the structure, change the demarcation point and perhaps retain ownership of the transformers at its discretion.

#### **3.3.1 Point of Demarcation**

For all general service supplied with a standard primary connection, the line of electrical ownership demarcation is the property line. The customer is responsible for the support structures of electrical equipment on their property unless there is specific written agreement between CHEI and the Customer. General service Customers with complex primary electrical distribution systems may consult CHEI for the ownership demarcation points.

The Customer shall own and maintain the electrical service up to their respective point of ownership demarcation. CHEI shall own and maintain the primary electrical service of their respective point of ownership demarcation. However, CHEI shall control the electrical equipment within the Customer's property. Service costing (see Section 3.3.6), easements and any specific maintenance agreements between CHEI and the Customer shall determine financial responsibilities. The Customer shall own and maintain the civil structures, protective bollards, grounding system, and auxiliary equipment (fences, ventilation, 120V systems such as lighting and receptacles) on their property unless there is a specific CHEI agreement indicating otherwise.

CHEI shall maintain operating control of the Customer owned primary voltage disconnect switch as designated by CHEI.

#### **3.3.2 Service Requirement**

One primary supply point will be provided as the standard for each property.  
An open loop is considered one supply point;

- CHEI will establish one supply point to the property;
- The service voltage will be established by CHEI depending upon the location of the premise and will be as described in Section 2.3.4 "Standard Voltage Offerings."
- If feasible, CHEI will provide up to two underground secondary services directly from a CHEI owned transformer that is dedicated to one property, for CHEI

customers. These may be either Load or Generator Services. The property owner is responsible to manage all service capacity changes and planned outages with the electrical service users on the property unless otherwise indicated in a written agreement between the property owner and CHEI. The property owner shall also provide CHEI written acceptance for all service change requests and associated costs with that property. More than two direct services from the transformer, then a consolidated secondary distribution and revenue metering centre shall be required.

- To accommodate the developer's subdivision phasing, CHEI will determine if a temporary distribution system configuration is feasible during which the normal or planned normal electrical backup may not be available up to one year. Where the development is a multi- year and multi - phase project, CHEI will install a temporary Distribution System backup at the Cost of the developer.

### **3.3.3 Site Information**

Prior to the preparation of a design for a service to a premise, the following information is to be provided by the Customer to CHEI:

- A grading plan and site plan, to scale, showing the building in relation to the existing and proposed property lines, other buildings, streets and driveways and the location of other services such as gas, telephone, water, and cablevision. Site plans shall follow the City [City Name] mapping coordinate system standard.
- Civic address;
- Customer billing information such as Customer name, billing address, telephone number;
- Requested energizing date;
- Service amperage;
- Preferred voltage;
- Preferred service entrance location;
- Estimated initial kilowatt demand and ultimate maximum demand;
- A single-line diagram showing the provision for metering facilities and a listing of all significant loads such as lighting, motors, cooling, heating, welders, etc.;
- A completed Load Calculation form may be required. (see Appendix C.2) Loads must meet the limitations included in Appendix A;
- A plan to scale showing the electrical room and provision for metering equipment shall be provided.

All drawings should be provided electronically in a CHEI approved file format.

### **3.3.4 Metering**

The Customer shall supply metering equipment in accordance with Electrical Safety Authority

### **3.3.5 Inspection**

The electrical installation inside the building and out to the ownership demarcation point must be inspected and approved by the ESA.

- CHEI requires notification, in the form of an ESA Connection Authorization Certificate, to indicate that this inspection has been done and that subsequent approval has been confirmed prior to the electrical installation being energized.
- The service entry components to and including the meter base, shall be inspected and approved by CHEI prior to energization.

### **3.3.6 Servicing Cost**

The Developer shall pay the entire cost of all electrical and civil costs from the supply point to the electrical ownership demarcation point that only benefits the Developer within a five-year time horizon. Also, per Appendix B Economic Evaluation Model," the Developer will contribute to the actual cost of the system expansion that brings the service to the development supply point plus the system enhancement cost based on diversified load.

The expansion cost to CHEI's normal standard will be reduced, in whole or in part, by a credit based on the future net revenue of CHEI. The normal net revenue horizon of CHEI will be based on 15-years of load usage subject to change depending on the type of development.

The load used for calculating the credit will be based on typical diversified demand based on the service entrance size or on load projections provided by the Customer. An agreement with the Customer may be required to guarantee the loading schedule (when services will be connected and electricity used) for the development. The agreement will be reviewed, per the Distribution System Code, on the fifth year anniversary and the security will be reduced based on the actual load experience. The load security deposit will be reduced if the loading schedule is realized as per the OEB's Distribution System Code.

These costs are determined independent of the rate classification used for energy billing purposes discussed in Section 2.6.

## **3.4 General Service above 1000kW (same as 3.3)**

Refer to Section 3.3

### 3.5 Embedded Generation Facility

This section applies to renewable and non-renewable embedded generators or other Energy Resource Facilities. Facilities are categorized according to size, per the OEB's Distribution System Code. CHEI requires all Customers wishing to connect to its distribution system to execute a Connection Agreement, in accordance with the OEB's Distribution System Code and CHEI's Conditions of Service.

Each Feed in Tariff (FIT) Customer shall maintain full force and effect insurance coverage as per its executed agreement with CHEI. Each micro Feed in Tariff (MicroFit) Customer is encouraged to maintain in full force and effect insurance coverage.

Connection of embedded generators or energy resource facilities shall be provided where technically feasible. The cost sharing responsibilities of CHEI and the Customer for the connection and related protections to ensure the safety of the public, employees and security of the system will be in accordance with the Distribution System Code. The technical requirements for embedded Generation or Energy Resource Facilities are set out in CHEI's Generation Technical Guidelines (Appendix D). Furthermore, an Operating & Maintenance Agreement must be signed between CHEI and the embedded generator with the offer to connect. A Connection Cost agreement will also be executed with the Customer per the Ontario Energy Board's Distribution System Code. The property owner is responsible to manage all Service capacity changes and planned outages with the electrical Service users on the Property.

Administrative and technical requirements can be found in the Distribution System Code ("DSC") Sections 6.2.5 through 6.2.30, at the Ontario Energy Board website ([www.oeb.gov.on.ca](http://www.oeb.gov.on.ca)). For on-line application and program details for generation connections, see CHEI's Web site at: [<http://www.utilitywebsite.com>]

#### 3.5.1 Net Metering

If a customer of CHEI meets the criteria of subsection 7(1) (2), O. Reg. 541/05, Net Metering, then that customer may apply to be a net metering participant. Net metering shall be made available on a first-come, first-served basis until the generation capacity in CHEI's licensed service area is reached, in accordance with Section 6.7.2 of the DSC. Billing will be in accordance with the Net Metering Regulation, provided Section 2(2) is met. A Customer wishing to participate in the Net Metering program may access more details on the OEB website at [www.oeb.gov.on.ca](http://www.oeb.gov.on.ca) under Green Energy Initiatives.

### 3.6 Embedded Market Participant

Refer to the Distribution System Code

### 3.7 Embedded Distributor

Refer to the Distribution System Code

### 3.8 Unmetered Services

Unmetered Loads are Loads that are not billed based on an estimated usage and Load profile. CHEI has the sole right to determine if a Load is to be classified as unmetered.

Unmetered loads are intended for small Load use within the public Road Allowance. The specific Service is for publicly owned utility plant, other utilities that are licensed for their plant access with the road authority, government agencies, traffic signals, communication power supplies, bus shelters, railroad signals and telephone booths. These services do not normally require system Enhancements or Expansions for connection. When unmetered Service connections are requested and system Enhancements or Expansions are needed, the customer must contact CHEI's service desk for a quote.

When a Customer is eligible for an un-metered service and has chosen such, CHEI may choose to meter the load at any time and for any duration to, for example, verify or study typical usage (i.e., amount or profile) at the Customer's expense. Also, when requested by CHEI, the Customer or Consumer shall undertake at their cost, electrical usage profile studies by using either a CHEI acceptable certified lab or acceptable in-field metering unit. The interim results and final report shall be provided to CHEI in an acceptable format and time to CHEI. Un-metered Consumers shall not allow other Consumers to use unmetered electrical power from their system without the written consent of CHEI.

By selecting the un-metered service option, the Customer gives CHEI consent to share or release load detail, plus energy and demand data to persons including, but not limited to, utilities, electrical associations, interest groups and CHEI's regulators or as required by law. However, unless required by law or with the Customer or Consumer's written consent, their identity shall remain confidential and not be disclosed by CHEI. Except otherwise noted, these conditions do not apply to metered services.

CHEI no longer offers new sentinel lights. Any changes requested by the customer with an existing sentinel light(s) or major CHEI distribution system work on the specific sentinel light poles will result in the removal of the light(s) or change of ownership of the light(s) to the customer and any required metering. All new and upgraded billboard services shall be metered as per Section 3.2.

### 3.9 Temporary Service

This section pertains to the supply of electrical energy on a planned temporary basis; temporary basis is defined as;

Temporary Service has three meanings with CHEI:

- The first meaning is a planned temporary service that is an ESA inspected electrical service and granted temporarily for a period of less than one year for purposes such as pole mounted service equipment, construction sites, trailers, cranes, boathouses, or special events. The default temporary service is defined as single



phase, not more than 200A service that lies along an existing electrical distribution system and existing required transformation;

- The second meaning is an unplanned temporary service conductor that is provided by CHEI for a faulted underground secondary conductor. This temporary service conductor will be removed by CHEI as soon as seasonally possible to effect repairs or replacement to the normal permanent service conductor, and
- The third meaning is a planned temporary distribution system configuration during an underground primary system expansion, the normal backup may not be available up to one year to accommodate the developer's subdivision construction phasing. Note that the requestor pays for all planned temporary works;

Please note that services for temporary accommodation such as portable schoolrooms are not permitted.

The Customer must pay all temporary service costs and a transformer rental charge will apply for temporary services other than the default temporary service.

Customers who install and maintain the load equipment are also responsible for installing and maintaining the service conductors from the supply point to the load.

If for some reason a supply point is relocated, the Customer will be contacted and informed that the service conductors must be extended at a cost to the Customer to the new supply point. If any personnel, including contractor or sub-contractor, (such as floor sander or terrazzo grinder) takes supply from the line side of the meter or jumps the fuse, the service to the facility or building will be disconnected immediately.

### **3.9.1 Service Requirements**

- a) The service voltage will be established by CHEI depending upon the location of the building/construction site and will be one of the following:
  - 120/240 volts, 1-phase, 3-wire, up to 400A overhead supplied;
  - 120/240 volts, 1-phase, 3-wire, 400A underground supplied in designated areas;
  - 347/600 volts, 3-phase, 4-wire, up to 200A overhead supplied in designated areas;
  - 347/600 volts, 3-phase, 4-wire, up to 400A underground supplied in designated areas.
- Larger services may require a temporary primary service (see Section 3.3).
- b) CHEI will establish the location of the service entrance to the property and to the building.

### 3.9.2 Service Information

- a) At the discretion of CHEI one or more temporary services may be provided for a site, subject to the requirements of the ESA.
- b) The location of the service entrance point and details of metering will be established through consultation with CHEI. Failure to comply may result in modifications at the Customer's expense.

### 3.9.3 Supply from Pole Line (where permitted by bylaw)

The Customer will provide the secondary overhead conductor to the supply point or pay for CHEI to provide the conductor. CHEI will install and connect the service conductor at the supply point. The Customer will supply any anchoring, as required.

Pole mounted services require a weatherproof cabinet at a size sufficient to house the service and meter equipment. The cabinet shall have provision for padlocking. No metering or service equipment may be attached on the CHEI poles. CHEI may provide an overhead primary service for large projects, at the Customer's expense. Line poles provided for utility equipment shall be a minimum of Class 3.

### 3.9.4 Supply from Underground Distribution System

There are areas where only an underground system has been installed. It will be necessary to consult with CHEI to establish the method and cost of obtaining temporary construction service.

Due to the wide variation in these services, the Customer will pay the costs incurred by CHEI.

### 3.9.5 Site Information

The Customer is to provide the following information to CHEI:

- Civic address;
- Customer billing information such as Customer name, billing address, telephone number;
- Requested energization and removal dates;
- Service amperage;
- Preferred voltage;
- Preferred point of service entrance;
- Estimated kilowatt demand;
- A listing of all significant loads such as large motors;

- site plan showing the location of the delivery point relative to lot lines and the street;
- A completed Load Calculation form may be required (see Appendix C.2).

### **3.9.6 Metering**

The Customer will supply metering equipment in accordance with the Electrical Safety Authority.

### **3.9.7 Servicing Cost**

Refer to Service Charge Schedule, Appendix F (for secondary supply voltages). These costs are determined independent of the rate classification discussed in Section 2.6.

## Glossary

Sources of Definitions:

Electricity Act, 1998, Schedule A, Section 2, Definitions

IESO Market Rules for the Ontario Electricity Market, Chapter 11, Definitions

Distribution System Code Definitions

Retail Settlement Code Definitions

**Affiliate Relationships Code** means the code, approved by the Board 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;

**Actual Cost** means Utility's name charge for equipment, labour and materials at Utility's name's standard rates plus Utility's name's standard overheads and interest thereon;

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

**Backup generator** means permanent or temporary generation that does not back feed into the Distributor's system;

**Basic Connection Charge** means the charge for the standard allowance for basic connection consistent with the defined ownership demarcation point and can be connected without requiring an Expansion;

**Billing demand** means the metered demand or connected load during a billing and is measured in kilowatts (kW). Adjustments have been made for power factor, intermittent rating, transformer losses and minimum billing;

**Board or OEB** means the Ontario Energy Board (OEB);

**Board of Directors** refers to the Board of Directors of Utility Name;

**Bulk Meter** means a revenue class Measurement Canada approved meter and/or installation that is used as a single point of measurement which Utility Name uses to bill the Customer's energy account for a Premise. A Bulk Meter is not a customer-owned revenue meter or a meter which is owned and operated by a licensed Sub-Metering provider;

**Business days** means Mondays to Fridays, 9am to 4:30pm, and does not include hours outside those stated or weekends or statutory holidays or holidays;

**Code** means the Distribution System Code;

**Competent Person** shall have the meaning ascribed to it in O.Reg. 22/04;

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

**Conditions of Service or CoS** means these Conditions of Service which are developed in accordance with the Distribution System Code;

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

**Connection Agreement** means an agreement entered into between Utility Name and a person whose Customer Equipment is or is to be connected to the Distribution System. This agreement sets out the conditions of the Connection and delivery of electricity to or from that Connection;

**Connection assets** means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a Distributor's main distribution system and the ownership demarcation point with that Customer;

**Consumer** means a Person who uses, for the Person's own consumption, electricity that the Person did not generate;

**Critical Care Customer** means a Customer who has provided Utility name with a physician's written confirmation that a Disconnection will pose a risk of significant adverse effects on the physical health of the Customer or other Person that regularly resides with the Customer;

**Customer** means a Person that has contracted for or intends to contract for connection of a building(s) or an embedded generation facility. This includes Developers of residential or commercial sub-divisions and Embedded Distributors;

**Customer Equipment** means all electrical and mechanical equipment that is owned by the Customer and is used by the Customer and only supplies the Customer's home or business and does not include any Utility name Facilities and Equipment;

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

**Demand meter** means a meter that measures a Consumer's peak usage during a specified period of time;

**Disconnection** means a deactivation of connection assets that result in cessation of distribution services to a Consumer;

**Disconnect/Collect Trip** means a visit to a Customer's premises by an employee or agent of Utility Name to demand payment of an outstanding amount or to shut off or limit distribution or electricity to the Customer failing payment;

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

**Distributor** means a Person who owns or operates a Distribution System;

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

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

**Distribution services** means services related to the distribution of electricity and the services the Board has required distributors to carry out, for which a charge or rate has been approved by the Board under the *Ontario Energy Board Act*, Section 78;

**Distribution System Code or DSC** means the code, approved by the Board, and in effect at the relevant time, which, among other things, establishes the obligations of the Distributor which respect to the services and terms of service to be offered to Customers and Retailers and provides minimum technical operating standards of distribution systems;

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

**Distributor** means a person who owns or operates a distribution system;

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

**Electricity Distribution Rate Handbook** means the document issued by the OEB that outlines the regulatory mechanisms that will be applied in the setting of Distributor's Rates;

**Electrical Safety Authority or ESA** means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority;

**Electrical Safety Code** means the code referred to in O. Reg.164/99, as amended;

**Electricity System** means the integrated power system and all facilities connected to that system;

**Eligible low-income customer** means:

- (a) A residential electricity consumer who has been approved by the Centralized Service Provider (CSP) for the OESP; or
- (b) A residential electricity consumer who has been approved by a LEAP Intake Agency for Emergency Financial Assistance;

**Embedded distributor** means a distributor who is not a wholesale market participant and that is provided electricity by a host distributor;

**Embedded Generator or Embedded Generation Facility** means a Generation Facility that is not directly connected to the Independent Electricity System Operator controlled Grid, but instead is connected to a Distribution System;

**Embedded retail generator** means a customer that:

- (a) Is not a wholesale market participant or a net metered generator (as defined in section 6.7.1);
- (b) Owns or operates an embedded generation facility, other than an emergency backup generation facility; and
- (c) sells output from the embedded generation facility to the Ontario Power Authority under contract or to a distributor;

**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;

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

**Emergency backup generation facility** means a generation facility that has a transfer switch that isolates it from a distribution system;

**Emergency Financial Assistance** means emergency financial assistance under LEAP; "Energy Competition Act" means the Energy Competition Act, 1998, S.O. 1998, c. 15; **Energy** means the product of power multiplied by time, usually expressed in kilowatt-hours (kWh);

**Enhancement** means a modification to the main distribution system that is made to improve system operating characteristics such as reliability or power quality or to relieve system capacity constraints resulting, for example, from general load growth, but does not include a renewable enabling improvement;

**Expansion** means a modification or addition to the main distribution system in response to one or more requests for one or more additional customer connections that otherwise could not be made, for example, by increasing the length of the main distribution system, and includes the modifications or additions to the main distribution system identified in section 3.2.30 of the DSC but in respect of a renewable energy generation facility excludes a renewable enabling improvement;

**Force Majeure** means events or causes beyond the reasonable control of Utility Name, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes

**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;

**Financial Loss** means any liability, loss, claim, settlement payment, Cost or expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties, or other charge, other than a Litigation Expense;

**FIT** means the Independent Electricity System Operator's Feed-In-Tariff Renewable Energy program. This program previously belonged to the Ontario Power Authority;

**General Service or GS** means any service supplied to premises other than those designated as residential and includes multi-unit residential establishments such as apartments buildings supplied through one service (bulk-metered);

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



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

**Generator** means a person who owns or operates a generation facility;

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

**GS < 50 kW** means a Customer classification that applies to a non-residential account taking electricity at 750 V or less whose average monthly maximum demand is less than, or is forecast to be less than, 50 kW;

**GS > 50 kW** means a Customer classification that applies to a non-residential account whose average monthly demand used for billing purposes is equal to or greater than, or is forecast to be equal to or greater than, 50 kW but less than 5000 kW. For new Customers without prior billing history, the peak demand will be based on 90% of the proposed capacity or installed transformer;

**Holiday** means the following statutory Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day;

**Host distributor** means the registered wholesale market participant Distributor who provides electricity to an embedded Distributor;

**House service** means that portion of the electrical service in a multiple occupancy facility which is common to all occupants, (i.e. parking lot lighting, sign service, corridor and walkway lighting, fire alarms etc.);

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

**Independent Electricity System Operator (IESO)** manages the Ontario power grid, provides the hourly energy spot market prices, and sets and enforces the market rules for participating in the Ontario electricity market. On January 1, 2015, the Ontario Power Authority (OPA) merged with the IESO;

**In service date** means the date that the Customer and Utility Name mutually agree upon to begin the supply of electricity by Utility Name;

**Interval meter or interval metering** means a meter that measures and records electricity use on an hourly or sub-hourly basis;

**Large embedded generation facility** means an embedded generation facility with a name-plate rated capacity of more than 10 MW;

**LEAP** means the Low-Income Energy Assistance Program established by the Board;

**LEAP Intake Agency** means a social service agency, municipality or government agency that assesses a residential electricity consumer's eligibility for Emergency Financial Assistance;

**Load** means any device (i.e., equipment, apparatus) or collection of devices that rely on electricity to function;

**Load Control Device** means a load limiter, timed load interrupter or similar device that limits or interrupts normal electricity Service;

**Load displacement** means, in relation to a generation facility that is connected on the customer side of a connection point, that the output of the generation facility is used or intended to be used exclusively for the customer's own consumption;

**Load transfer customer** means a customer that is provided distribution services through a load transfer;

**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;

**Local Distribution Company or LDC** means a Distributor licensed by the Ontario Energy Board who is an Embedded Distributor;

**Market Rules** means the rules made under section 32 of the Electricity Act;

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

**Meter service provider** means any entity that performs metering services on behalf of a distributor or generator;

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

**Metering services** means installation, testing, reading and maintenance of meters

**Micro-embedded generation facility** means an embedded generation facility with a name-plate rated capacity of 10 kW or less

**MicroFit** means the Feed-In-Tariff program under the Independent Electricity System Operator (which now includes the former Ontario Power Authority) generation programs for micro-embedded renewable generation with a name plate rating of 10 kW or less;

**Mid-sized embedded generation facility** means an embedded generation facility with a name- plate rated capacity of 10 MW or less and;

(a) More than 500 kW in the case of a facility connected to a less than 15 kV line; and

(b) More than 1 MW in the case of a facility connected to a 15 kV or greater line;

**MIST** refers to "Metering inside the Settlement Timeframe";

**MIST meter** means an interval meter from which data is obtained and validated within a designated settlement timeframe.

**Monthly Billing** means a notional and approximate 30-day period for a billing cycle, not a calendar month;

**MOST** refers to "Metering outside the Settlement Timeframe";

**MOST meter** means an interval meter from which data is only available outside of the designated settlement timeframe.

**Municipal street lighting** means all services supplied to street lighting equipment owned by the municipality or the utility

**MUSH** refers to municipalities, universities, schools, hospitals, or other similar government institutions or agencies;

**Net Metered Generation Facility** means an Embedded Generation Facility that meets the requirements of O. Reg. 541/05 "Net Metering";

**OESP** means the Ontario Electricity Support Program established pursuant to section 79.2 of the Ontario Energy Board Act;

**Ontario Electrical Safety Code** means the code adopted by O. Reg. 164/99 as the Electrical Safety Code;

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

**Operating agreement** means an agreement entered into between a Distributor and a Customer connected to the distribution system that delineates ownership, responsibilities and operating control of the equipment connected

**Operational demarcation point** means the physical location at which a Distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer;

**Owner** means an individual, partnership, corporation, association, or other incorporated or unincorporated organization or legal entity that has legal ownership of a property

**Ownership demarcation point** means the physical location at which a Distributor's ownership of distribution equipment including connection assets ends at the customers;

**Performance standards** means the performance targets for the distribution and connection activities of the Distributor as established by the Board pursuant to the *Ontario Energy Board Act* and in the Rate Handbook);

**Person** means any individual, partnership, franchise holder, association, corporation or any Government Authority and its employees, agents or Representatives;

**Point of supply**, with respect to an embedded Generator, means the connection point where electricity produced by the Generator is injected into a distribution system

**Power factor** means the ratio between real power and apparent power (i.e. kW/kVA)

**Prescribed property** means one of the properties or classes of property prescribed by Ontario Regulation 389/10;

**Primary service** means any electrical service that is supplied with a nominal voltage greater than 750 V

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

**Rate** means any OEB approved rate, charge or other consideration, and includes a penalty for late payment;

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

**Reconnection** means reactivation of Connection assets and results in the Customer's ability to use their electrical Service;

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

**Regulated Price Plan or RPP** means the Rate plan established by the Ontario Energy Board for retailing of electricity to eligible consumers, as defined by regulations made pursuant to the *Ontario Energy Board Act*. Regulated prices are established for tiered pricing or time-of-use pricing;

**Renewable Energy Expansion Cost Cap** means, in relation to a Renewable Energy Generation Facility, the dollar amount determined by multiplying the total name-plate rated capacity of the Renewable Energy Generation Facility referred to in Section 6.2.9(a) (in MW) by \$90,000, reduced where applicable in accordance with Section 3.2.27A of the Distribution System Code;

**Renewable Energy Generation Facility** has the meaning given to it in the *Ontario Energy Board Act*, 1998;

**Residential Customer** means a Customer who uses a Residential Service and resides in a single dwelling unit that consists of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, with a residential zoning designation. Separately metered dwellings within a town house complex or apartment building are also Residential Customers;

**Retail Settlement Code** means the code approved by the Ontario Energy Board and in effect at the relevant time, which, among other things, establishes a Distributor's obligations and responsibilities associated with financial settlement among Retailers and Customers and provides for tracking and facilitating Customer transfers among competitive Retailers;

**Retail**, with respect to electricity means,

- a) To sell or offer to sell electricity to a Customer;
- b) To act as agent or broker for a Retailer with respect to the sale or offering for sale of electricity; or
- c) To act or offer to act as an agent or broker for a Customer with respect to the sale or offering for sale of electricity;

**Retailer** means a person who Retailers electricity;

**Secondary service** means any electrical service that is supplied with a nominal voltage less than 750 V

**Service** means the conductor and equipment for transferring electrical Energy between CHEI's Distribution System and the Customer's Premise;

**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 licence to distribute electricity

**Service Layout** (Point of Connection Plan) means a contract with CHEI when a Customer requests a new or upgraded electrical service

**Single Phase** means a system that supplies a single alternating current electricity supply;

**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;

**Smart Grid** means the advanced information exchange systems and equipment described in subsection 1.3 of the *Electricity Act*;

**Smart Meter** means a device (including metering equipment, systems and technology and associated equipment, systems and technologies) that measures electrical Energy use (kilowatt-hours, kWh) and is part of an integrated data management system which records, stores, and transmits date and time stamped meter readings to CHEI for billing purposes. In the case of a Commercial metering point, Demand quantities (kW and/or KVA) on an hourly or sub-hourly basis;

**Standard Supply Service** means the service 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*;

**Standard allowance** means the standard allowance for basic connection and is up to 30 meters of 200 A, low-voltage overhead wire or equivalent credit for underground service, and also transformation capacity or an equivalent credit for transformation equipment. The standard allowance does not include road crossings;

**Street Lighting** means a Customer classification that applies to an account for roadway lighting with a municipality, regional municipality, Ministry of Transportation and private roadway lighting, controlled by photocells. The consumption for these Customers will be based on the calculated connected load times the required lighting times established in the approved OEB street lighting load shape template;

**Subdivision** means two or more lots that require an expansion of underground primary cable complete with a transformer;

**Sub-metering or Unit Sub-metering** shall have the meaning ascribed to it in Part III of the *Energy Consumer Protection Act*, 2010, S.O. 2010, c.8;

**Sub-service** means a separately metered service that is taken from the main building service

**Supply voltage** means the voltage measured at the Customer's main service entrance equipment (typically below 750 V). Operating conditions are defined in the Canadian Standards Association Standard CAN3-C235 (or latest edition)

**Support structure** means any equipment that physically supports and routes the distribution system between the substation and the Customer. This includes poles, duct structures, transformer and switchgear vaults, hand holes, guy wires and anchors

**Temporary Service** means one of the following: (i) a planned Temporary Service that is an Electrical Safety Authority inspected electrical Service and granted temporarily for a period of less than one year for purposes such as pole mounted Service equipment, construction sites, trailers, cranes, boathouses, or special events; (ii) an unplanned Temporary Service conductor that is provided by [CHEI](#) for a faulted underground secondary conductor, or (iii) a planned temporary Distribution System configuration during an underground primary system Expansion and is implemented where subdivision construction is to proceed in phases;

**Tenant** means a Person, Persons or entity that has entered into a tenancy agreement with the Owner or agent of a building in accordance with the applicable regulations

**Termination** means a removal of connection assets that result in the service location no longer being connected to the distribution system, and results in a cessation of distribution services to a Consumer

**Total losses** means the sum of distribution losses and unaccounted for energy;

**Transformer room** means an isolated enclosure built to applicable codes, [CHEI](#) standards and which will house transformers and associated electrical equipment

**Transmission system** means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose;

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

**Transmit**, with respect to electricity, means to convey electricity at voltages of more than 50 kV;

**Transmitter** means a Person who owns or operates a transmission system;

**Three Phase** means a system having three distinct alternating currents 120 degrees between each phase;

**Unaccounted for energy**, means all energy losses that cannot be attributed to distribution losses. These include measurement error, errors in estimates of distribution losses and unmetered loads, energy theft and non-attributable billing errors;

**Unmetered connections** means a Customer classification that applies to an account taking electricity at 750 V or less whose average monthly maximum demand is less than, or is forecast to be less than, 5 kW and the consumption is unmetered. Such connections include cable TV power packs, bus shelters, telephone booths, traffic lights, railway crossings, etc. The Customer will provide detailed manufacturer information / documentation with regard to electrical demand / consumption of the proposed unmetered load;

**Unmetered loads** means electricity consumption that is not metered and is billed based on estimated usage;



**Upgrade** means replacement of an existing component of a distribution system with a new component for purposes of improving the distribution system's operating characteristics;

**Validating, estimating and editing, or VEE**, means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate missing metering data for settlement purposes

**Variable Connection Charge** means the calculation of the costs associated with the installation of connection assets above and beyond the standard allowance. [CHEI](#) may recover this variable connection fee, which shall be based on firm cost;

**Wholesale buyer** means a Person that purchases electricity or ancillary services in the IESO- administered markets or directly from a Generator;

**Wholesale market participant**, means a Person that sells or purchases electricity or ancillary services through the IMO-administered markets;

**Wholesale settlement cost** means costs for both competitive and co-competitive electricity services billed to a Distributor by the IESO or a host Distributor, or provided by an embedded retail generator or by a neighbouring Distributor.

CHEI Appendices

- A. Utility Voltage
- B. Economic Evaluation Model for Distribution System Expansion/Enhancement
- C. Installation and Service Agreement (I&SA) which includes the following forms;
  - 1) Application for Electric Service and Energy
  - 2) Load Calculation Sheet
  - 3) Customer Service Layout
- D. Process and Technical Requirements - for Connecting Embedded Generation Facilities
- E. MicroFit Connection Agreement
- F. Latest Rate Schedule
- G. Privacy Policy
- H. Underground 120/240 Standard Service Lay Out Location
- I. Information Sheet for Development
- J. Cure Periods For Non-Financial Default Events
- K. Primary Service Supply – Overhead Primary line – Transformation – Table A
- L. Primary Service Supply – Underground Feeder – Transformation – Table B

## Appendix A

### Utility Voltage

CSA Standard CAN3-235-83 Table 3

Nominal System Voltages	Recommended Voltage Variation Limits for Circuits up to 1000 volts, at the Service Entrance			
	Extreme Operating Conditions	Normal Operating Conditions		Extreme Operating Conditions
Single Phase 120/240	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 4- Wire 120/208Y	110/190	112/194	125/216	127/220
240/416Y	220/380	224/388	250/432	254/440
277/480Y	245/424	254/440	288/500	293/508
346/600Y	306/530	318/550	360/625	367/635
Three Phase 3- Wire 240	212	220	250	254
480	424	440	500	508
600	530	550	625	635

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

- 1) Depending on the type of distribution plant that “lies along”, the preferred secondary voltage may be:  
  
120/240V, single-phase, 120/208V, three-phase, 4 wire; or,  
347/600V, three-phase, 4 wire
- 2) The following primary services may be made available:  
  
4,800V Wye,

For metering installed on poles (other than existing installations), the pole will be owned and installed by the Standard Customer.

#### Current and Potential Transformer Cabinets

Standard customers are responsible for supplying, owning and maintaining meter cabinets as approved by ESA and COOPERATIVE HYDRO D'EMBRUN.

The sizes of the cabinets are as follows:

#### DIMENSIONS OF CABINETS FOR INSTALLATION OF INSTRUMENT TRANSFORMERS, METERS AND ASSOCIATED EQUIPMENT

PHASE	WIRE	SERVICE SIZE IN AMPERES		CABINET SIZES (Width X Height X Depth)	
		Over	Up	36"X36"X12"	48"X48"X12"
1	3	200	400	X	
1,2	3	400	800		X
3	4	200	400	X	
3	4	400	800		X
3	3	100	400	X	

#### Notes:

- i. When a cable size exceeds main switch capacity, a larger cabinet size may be required.
- ii. When more than two conductors per phase are used, a larger cabinet size may be required.
- iii. When service capacity exceeds 900 amperes, the Supply Authority shall be consulted regarding cabinet size.

**Appendix B**  
**Economic Evaluation Model for Distribution System**  
**Expansion/Enhancement**

**Appendix C.1**  
**Installation and Service Agreement**  
**Application for Electric Service and Energy**

**Appendix C.2**  
**Installation and Service Agreement**  
**Load Calculation Sheet**

**Appendix C.3**  
**Installation and Service Agreement**  
**Customer Service Layout**



**Appendix D**  
**Process and Technical Requirements - for Connecting**  
**Embedded Generation Facilities**

**Appendix E**  
**MicroFit Connection Agreement**

**Appendix F**  
**Latest Rate Schedule**

## **Appendix G**

### **Privacy Policy**

#### **Preface**

CHEI is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws, such as the Personal Information Protection and Electronic Documents Act (Canada) (PIPEDA) and the Municipal Freedom of Information and Protection of Privacy Act (Ontario) (**MFIPPA**).

#### **Contents**

This Privacy Policy addresses personal information about customers or members of the public and how CHEI collects, uses, discloses, handles and protects the privacy of such personal information. It addresses the reasons why such information is collected, used, or disclosed, how the information is safeguarded, and outlines the individuals' rights in respect of this information. This Privacy Policy incorporates principles for the protection of personal information, as established by the Canadian Standards Association (CSA) and as adopted and amended by PIPEDA. This Privacy Policy gives details with respect to your use of CHEI's Website.

For the purposes of this Privacy Policy, "personal information" means information about an identifiable individual, but does not include an individual's business contact information or work product. Personal information does not include information that has been aggregated or de-identified, such that an individual's information cannot be identified.

In this Privacy Policy, "CHEI", "we", "us" or "our" means CHEI and its wholly owned subsidiaries, and "customer", "you", and "your" means an individual customer, prospective customer, or other individual member of the public whose personal information is in our custody or control. This Privacy Policy does not apply to information about businesses, it applies to individuals only. CHEI does, however, protect the confidentiality of business customer information in accordance with applicable law, including regulatory codes of conduct issued by the Ontario Energy Board, and contractual arrangements.

By accepting service from us, visiting or using our Website, or otherwise providing us with your personal information after having been given notice of this Policy, you are accepting the practices described in this Privacy Policy, as they may be amended by us from time to time.

## **Personal Information Protection Principles**

### **1. Accountability**

CHEI is accountable for the protection of personal information within its custody or control, including any personal information that CHEI has transferred to a third party for processing purposes. CHEI may engage third parties from time to time to perform services for CHEI that involve access to personal information. Such third parties may be located outside of Ontario or Canada and, in such instances, the information might be accessed according to the laws in those jurisdictions. CHEI shall use contractual or other means to provide a comparable level of protection of this information while the information is being processed by such third parties.

CHEI's Chief Privacy Officer is accountable for CHEI's compliance with this Privacy Policy. The Chief Privacy Officer may be contacted at:

Telephone: 613-443-5110  
Email: felix@hydroembrun.ca  
Coopérative Hydro Embrun  
821 Rue Notre Dame

### **2. Identifying Purposes**

CHEI will identify the purposes for which it collects personal information at or before the time the information is collected, such as when you apply for service from us (for example, purposes may be identified on CHEI forms or by reference to this Policy). CHEI collects, uses and discloses personal information as authorized or required by applicable law (including PIPEDA and MFIPPA) and for purposes such as:

- To authenticate identity;
- To contact customers (at mailing and/or service address), respond to customer inquiries or service issues, and to otherwise maintain business relations with customers;
- To deliver, monitor and maintain electricity service;
- To monitor and assess quality of service (for example, CHEI may monitor and/or record telephone communication with you for quality assurance and training purposes);
- To bill and collect payment and maintain records of same (including arrangements for pre-authorized payments through bank account or credit card);
- To determine account eligibility and creditworthiness (for example, through employment and reference checks);

- To provide information to credit bureaus and other utility providers to update credit information;
- To address and respond to issues related to the usage of critical, power dependant, medical equipment during an outage;
- To provide information to third party service providers, such as an electricity retailer with whom you have contracted;
- To minimize, investigate and/or report potentially dangerous use of electricity, error, fraud, theft of power or other breach of law or contract;
- To assist CHEI with legal matters or proceedings, including preparation for same;
- To facilitate a business transaction involving CHEI assets, such as a transfer, sale of financing assets (see further detail below under Limiting Use, Disclosure and Retention);
- To provide customers or members of the public with information about CHEI services, the electricity industry, rates and energy conservation;
- To request customer or public participation in surveys, contests or other similar activities and initiatives;
- To notify customers or members of the public about events, causes or programs sponsored by CHEI and to keep track of participation levels and interest in such events;
- To provide individuals with information they have requested, such as financial quarterly reports or news releases;
- To prepare financial records for CHEI; and
- To meet other legal, regulatory and electricity market operation authorizations and requirements.

The above collections, uses and disclosures, which are not exhaustive, are a necessary part of your relationship with CHEI.

### **3. Consent, Limiting Use, Disclosure and Retention**

CHEI will obtain your consent before, or when, it collects, uses or discloses your personal information, except where collection, use or disclosure is authorized or required by law. For example, by accepting distribution and related services from us, your consent to the collection, use and disclosure of your personal information for the purposes of providing you with such distribution and related services is implied.

Consent may be provided orally, in writing, electronically, or implied (such as when you fail to notify CHEI that you do not consent to collection/use/disclosure for certain purposes after you have received notice of those purposes, for example, through this Policy) or otherwise.

Consent may be obtained directly from you or from a third party that has obtained your consent to disclose your personal information to CHEI. For example, if you sign a

separate contract with a retailer, CHEI may obtain your personal information from the retailer and CHEI may provide your billing and consumption information to the retailer. Consent may also be given by an authorized representative such as a legal guardian or person with power of attorney.

Subject to certain legal and contractual restrictions and reasonable notice, you can refuse or withdraw your consent to the collection, use or disclosure of your personal information at any time. However, refusal to provide such consent, or withdrawal of such consent, may prevent us from providing you with certain products or services for which information is necessary.

In certain circumstances under the laws of Canada and Ontario, CHEI may have a duty or right to collect, use or disclose your personal information without your knowledge or consent.

#### **4. Limiting Collection**

CHEI will not collect personal information indiscriminately and will limit collection of personal information to that which is reasonable and necessary for the purposes outlined above or as otherwise consented to by you, and as authorized or required by applicable law.

#### **5. Limiting Use, Disclosure and Retention**

CHEI will use and disclose personal information as reasonable and necessary for the purposes outlined above as otherwise consented to by you, and as authorized or required by applicable law.

For example, MFIPPA lists general categories of circumstances where the use and disclosure of personal information is permitted by law under sections 31 and 32 of that statute.

Further, because of the structure of the electricity sector in Ontario, it may be necessary to share your billing and consumption information with third party billing and settlement agencies, such as where you have signed a separate contract with a retailer. Our billing, settlement and regulatory relationships with third parties are governed by our license and regulatory codes that are established by the Ontario Energy Board.

In accordance with the Affiliates Relationship Code, CHEI will not disclose any consumer information (which may include personal information) to any of its affiliates without the consumer's written consent except where consumer information is required to be disclosed:

- (a) For billing or market operation purposes;
- (b) for law enforcement purposes; or
- (c) for the purpose of complying with a legal requirement.

CHEI will retain personal information only for so long as is necessary to fulfill the purpose for which it was collected and to meet our legal and contractual obligations. CHEI will not trade, rent or sell your personal information. However, in the course of a business transaction, such as a proposed sale of CHEI's business or assets (or a part thereof), or a merger or amalgamation of CHEI with another company, we may disclose (with appropriate safeguards) your personal information to third parties such as prospective purchasers of CHEI's shares, business or assets, and to their lawyers, accountants, financial advisors, agents and other representatives as necessary for the purposes of such transaction.

## **6. Accuracy**

CHEI maintains procedures to ensure personal information we collect, use and disclose is kept as accurate, complete and up-to-date as necessary for the purpose for which it is to be used. However, we rely on you to disclose all material information to us and to inform us of any errors or changes in such information.

Individuals may challenge the accuracy and completeness of personal information about them and have it amended or annotated, as appropriate, as set out in Section 9 below.

## **7. Safeguards**

In fulfilling its responsibilities with respect to the confidentiality of personal information, CHEI will employ a number of safeguards, appropriate to the sensitivity of the specific information, to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. Such safeguards will include physical measures, organizational measures and technological measures, such as locked filing cabinets, restricted access to offices, security clearances, limiting access on a "need to know" basis, use of passwords and encryption. Procedures for implementing these measures will be communicated to all employees and relevant third parties to ensure compliance. It is also important for you to take precautions to protect your personal information such as keeping your user name and passwords confidential.

## **8. Openness**

This Privacy Policy is effective as of the Effective Date set forth at the beginning of this Privacy Policy. CHEI will from time to time review and revise its Privacy Policy and



will endeavour to bring such revisions to the attention of its customers and the public by such means as CHEI's Website and bill inserts.

## **9. Individual Access**

Upon request and with satisfactory proof of the customer's identity, any customer of CHEI may obtain information regarding the type, use and disclosure, of his, or her, personal information that CHEI has in its custody or control. Any customer may request that his, or her, personal information be amended for purposes of accuracy and completeness. Where a disagreement regarding the accuracy of a customer's information cannot be resolved, CHEI will annotate the information to reflect the disagreement. CHEI may require the customer to provide access or correction requests in writing. We may also charge a nominal fee for responding to such requests, and, if so, will advise you in advance of such costs. This right of access, however, is not absolute. For instance, CHEI may refuse to provide you with access to your personal information where such refusal is authorized or required by law or regulatory authorities.

## **10. Challenging Compliance**

Any customer of CHEI may challenge CHEI's compliance with this Privacy Policy in respect of your personal information by contacting CHEI's Chief Privacy Officer, in writing, at the address set forth in Section 1.

If the Chief Privacy Officer does not resolve the issue to the customer's satisfaction, the customer may contact the Privacy Commissioner of Ontario.

## **11. CHEI Website**

### **(a) Visiting the CHEI Website**

CHEI may collect Personal Information that you voluntarily provide to us when you visit our Website. Personal Information provided by visitors to CHEI's Website will be collected, used and disclosed in the same manner as information collected by other means, and in a manner consistent with this Privacy Policy. Since this Privacy Policy may be amended from time to time, we recommend that you check the latest version of our Privacy Policy each time you visit our Website.

### **(b) Automatic Data Collection**

As is the case with Websites generally, when visitors access the CHEI Website, the site software automatically collects the internet protocol (IP) address of the computer through which the user is connected to the Internet. The CHEI Website also automatically collects information about the user's Internet

browser software, operating system, the date and time of the user's visit, the URL of the last page visited by the user before entering the CHEI family of Websites, and the pages accessed while on our site. This information is not used to gain personal information on individual users but is aggregated with that of other visitors to help us understand how the site is being used and how to make it better.

#### **(c) Cookies**

When a visitor accesses the CHEI Website, a cookie is automatically installed on the visitor's computer hard-drive. A cookie is a small text file that contains a unique identification number, which can be used to identify the user's browser, but not the user. Cookies form an essential part of the Internet today by allowing Websites to recognize users' browsers when the users return to previously visited Websites. Since cookies are only text files, they cannot "run" on your computer and have no ability to search your computer for information or to transmit information to anyone. CHEI uses cookies to provide certain features on its Website. We do not use cookies to retain personal information. Users are free to prevent the installation of cookies on their computer hard-drive, including the CHEI cookie, by simply disabling the feature in their browser's options. Some browsers allow users to accept or reject cookies as they are presented to the user. Please note that users will not be able to access some features and services of the CHEI Website if they disable cookies.

#### **(d) E-Mail Communications**

CHEI adheres to a no spam policy. Therefore, you will not receive regular, unsolicited e-mail communications from CHEI unless you have agreed otherwise or such communications are required for the purposes identified in Section 2 above or to otherwise provide a product, service or information to you that you have requested.

Please note that CHEI reserves the right to contact you, by e-mail or otherwise, if permitted or required by law or regulatory authorities or if there has been a violation of CHEI's Website Terms of Use.

#### **(e) Response Tracking**

CHEI uses Website usage information about visitors to our Website who have responded to a promotional campaign about CHEI's services for the purpose of future promotional campaigns, and evaluating usage statistics. For this purpose, we collect information about the campaigns and some of the pages you visit on our Website through the use of tracking numbers passed through URL's transferred to our information technology as well as pixels tags (also known as clear GIFs).

As well, CHEI may use third-party companies. Personal information about you is not collected by any such third-party companies, nor is any tracking information generated from the pixel tag used by them for any other purpose than to report advertising response and Website activity to us.

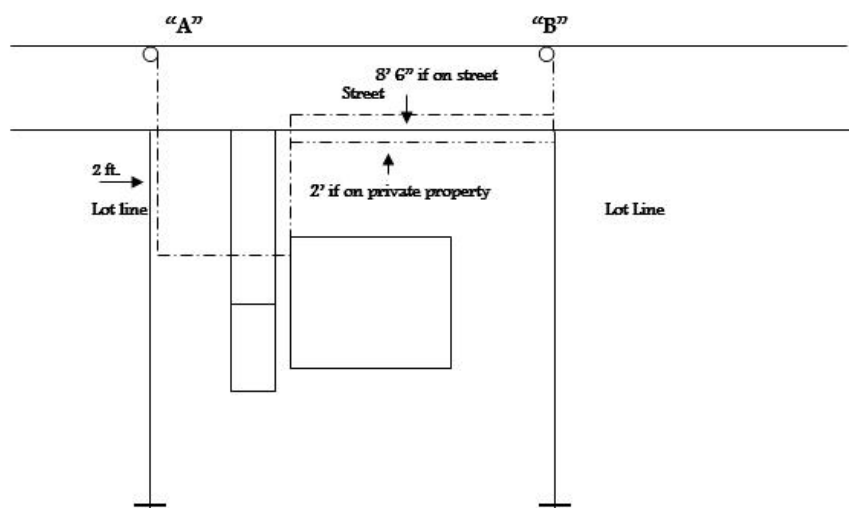
**(f) Links to Third-Party Sites**

CHEI's Website may contain links to third-party Websites. CHEI is not responsible for (a) any information you provide to other Websites outside of CHEI's domain that you access through a link on our Website or (b) the privacy practices or the content of such Websites outside of CHEI's domain.

## APPENDIX H

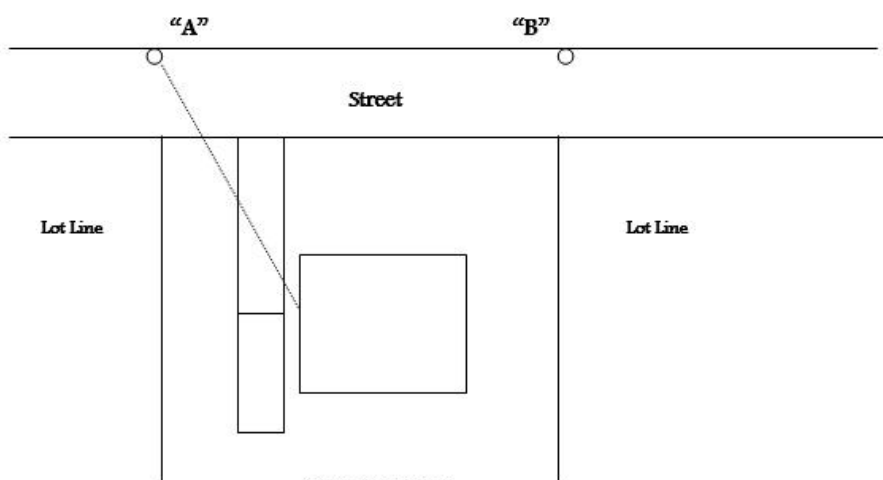
### Underground 120/240 Standard Service Lay Out Location

Underground 120/240 Standard Service Lay Out Location



Overhead 120/240 Residential Service

Overhead 120/240 Residential Service



## APPENDIX J

COOPERATIVE HYDRO D'EMBRUN

Information Sheet for Development

**APPENDIX I**  
**COOPERATIVE HYDRO D'EMBRUN**  
**Information Sheet for Development**

Name and Location of Project: \_\_\_\_\_  
Project Principals: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Nature/Type of Project: \_\_\_\_\_  
(i.e. *Industrial, Commercial, Residential, Town Houses, Apartments, etc.*)  
\_\_\_\_\_  
Underground or Overhead: \_\_\_\_\_  
General Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
Requested Energized Date: \_\_\_\_\_  
Date of Project Commencement: \_\_\_\_\_  
Duration and Completion Date of Project: \_\_\_\_\_  
Preferred Service Entrance Location (*Industrial*): \_\_\_\_\_  
Listing of Large Motors/Loads (*please attach*) \_\_\_\_\_  
Number of Units or Estimated Load: \_\_\_\_\_  
Load Summary Attached: \_\_\_\_\_  
Project Phases, By Year: \_\_\_\_\_  
Scaled Plot Plans Indicating Adjacent Streets and Buildings: \_\_\_\_\_  
Anticipated Customer Loads by Development Phase: \_\_\_\_\_  
  
Temporary Power Requirement:  
Single phase: \_\_\_\_\_ Three phase: Voltage/capacity required: \_\_\_\_\_  
Consultant Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address : \_\_\_\_\_ Email: \_\_\_\_\_

## APPENDIX J

### Cure Periods For Non-Financial Default Events

Areas of Impact	Cure Period
Safety – Immediate	Promptly
Environment – Immediate	Promptly
Asset Integrity	Promptly
Security	Promptly
Adequacy	90 DAYS
Safety – Potential	10 DAYS
Power Quality	30 DAYS
Environment – Potential	30 DAYS
Maintenance	60 DAYS
Any Other Areas of Impact	30 DAYS

#### **Areas of Impact**

Safety – Immediate: Any aspect that could result in immediate injury or loss of life (e.g. exposed wires, destroyed station fence, etc.).

Environment – Immediate: Any aspect that could result in immediate impact on the natural system of land, air, water, plants and animals, including humans and their social economic and cultural interactions with the system.

Asset Integrity: The extent to which an asst is operated within prescribed ratings (voltage, thermal, short circuit) and maintained to required standards to prolong asset lifespan and satisfy safety and environmental requirements.

Security: The ability of the distribution system to withstand sudden disturbances such as short circuits or unanticipated loss of system facilities.

Adequacy: The ability of the distribution system to supply the aggregate electrical demand and energy requirements of the Customer at all times, taking into account planned outages and reasonably expected unplanned outages of system elements or components.

Safety – Potential: The threat to human life depends on the occurrence of a single contingency (e.g. substandard grounding)

Power Quality: Any variation in electric power service resulting in mis-operation or failure of end-use equipment such as voltage sag, overvoltage, transients, harmonic distortion and electrical noise.

Environment – Potential: The threat to the environment depends on the occurrence of a contingency (e.g. inadequate oil spill containment barriers).

Maintenance: Work that has to be performed in order to ensure the proper operation of equipment.

The non-defaulting party shall determine the applicable area of impact.

## APPENDIX K

### Primary Service Supply – Overhead Primary line – Transformation – Table A

Distribution Voltage (kV)

	<b>4.16</b>	<b>8.32</b>	<b>12.4</b>
Maximum Primary Circuit Supply (kVA)	300	750	1000
Type of Supply (radial/looped)	Radial	radial	radial
Type of Transformer (Padmount or Vault)	Pad/Vault	Pad/Vault	Pad/Vault
Maximum size of COOPERATIVE HYDRO D'EMBRUN supplied transformer per customer per primary circuit (kVA)	300	750 (note 4)	1000 (note 4)
Maximum motor size for starting current	•• 4 starts/hour = 100 HP max > 4 starts/hour = 50 HP max	U/C	•• 4 starts/hour = 100 HP max > 4 starts/hour = 50 HP max

Notes:

1. The maximum size of a transformer is 1500 kVA. For installations greater than 4500 kVA, multiple banks are required.
2. The provision of three-phase service from an underground feeder will only be allowed in areas where the distribution system can accommodate the proposed service. Contact CHEI to discuss your requirements.
3. A loop is defined as two supplies to one or more devices.
4. Maximum padmount transformer size @ 120/208 volts is 500 kVA.
5. Availability of padmount transformers is restricted within specific areas of the urban core.
6. Customer owned transformer.
7. When Customer supplies equipment, it must be to CHEI specifications, c/w performance guarantee.



## APPENDIX L

### Primary Service Supply – Underground Feeder – Transformation – Table B

Distribution Voltage (kV)

	<b>4.16</b>	<b>8.32</b>	<b>12.4</b>
Maximum Primary Circuit Supply (kVA)	300 (note 2)	750 (note 2)	4000 (note 2)
Type of Supply (radial/looped)	loop (note 3)	loop (note 3)	loop (note 3)
Type of Transformer (Padmount or Vault)	Vault	Pad/Vault	Pad/Vault
Maximum size of COOPERATIVE HYDRO D'EMBRUN supplied transformer per customer per primary circuit (kVA)	300	750	1500
Maximum motor size for starting current	.. 4 starts/hour = 100 HP max > 4 starts/hour = 50 HP max	U/C	.. 4 starts/hour = 100 HP max > 4 starts/hour = 50 HP max

Notes:

1. The maximum size of a transformer is 1500 kVA. For installations greater than 4500 kVA, multiple banks are required.
2. The provision of three-phase service from an underground feeder will only be allowed in areas where the distribution system can accommodate the proposed service. Contact COOPERATIVE HYDRO D'EMBRUN to discuss your requirements.
3. A loop is defined as two supplies to one or more devices.
4. Maximum padmount transformer size @ 120/208 volts is 500 kVA.
5. Availability of padmount transformers is restricted within specific areas of the urban core.
6. Customer owned transformer.
7. When Customer supplies equipment, it must be to COOPERATIVE HYDRO D'EMBRUN specifications, c/w performance guarantee.