

# ***Conditions of Service***

***InnPower Corporation  
ED-2002-0520***

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# **CONDITIONS OF SERVICE**

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## **SECTION 1 INTRODUCTION**

### **1.1 Identification of Distributor and Territory**

InnPower Corporation (“The Distributor”) is a business, incorporated under the laws of the Province of Ontario to distribute electricity.

The Distributor is licensed by the Ontario Energy Board (OEB) to supply electricity to Customers as described in its Distribution License issued to the Distributor by the OEB. Additionally, there are requirements imposed on the Distributor by the various codes referred to in its License and by the Electricity Act, the Ontario Energy Board Act and other provincial legislation.

The Distributor is limited to operate distribution facilities within their Licensed Territory as defined in its Distribution License.

#### **1.1.1 General**

Nothing contained in this document or in any contract for the supply of electricity by the Distributor shall prejudice or affect any rights, privileges, or powers vested in the Distributor by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations thereunder.

All operations performed by the Distributor and its agents shall be performed within the rules and regulations set out by the appropriate authorities including but not limited to: Ministry of Energy Northern Development and Mines, Electrical Safety Authority (ESA), Ministry of Labour (MOL), Ministry of Transportation (MTO), etc.

The Distributor will normally provide one electrical service to each Customer location at a nominal service voltage.

Modifications to an existing service must comply with the requirements of the standards in effect at the time of the modifications.

Applications for new, upgraded, or temporary electrical services and generation connections must be made by the Applicant or its authorized representative (“The Applicant”)

The Applicant shall consult with the Distributor concerning the availability of supply, the voltage of supply, service location, metering and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. The Distributor will confirm, in writing, the Characteristics of Electric Supply available at a specific site.

The Applicant is required to provide the Distributor sufficient lead-time in order to ensure:

- *the timely provision of supply to new and upgraded premises*
- *the availability of adequate capacity for additional loads to be connected in existing premises*
- *the availability of adequate capacity for generation to be connected to the specific location*

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

The supply of electricity or a service connection is conditional upon the Distributor being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should the Distributor not be permitted to supply or not be able to do so, it has no responsibility to the Applicant whatsoever.

The Customer shall not build, plant or maintain or cause to be built, planted or maintained any structure, tree, shrub or landscaping that would or could obstruct the running of main distribution lines, endanger the equipment of the Distributor, interfere with the proper and safe operation of the Distributor's facilities or adversely affect compliance with any applicable legislation in the sole opinion of the Distributor. Such obstructions shall be remedied or removed at the Customer's expense.

For existing electrical services, the Customer must consult with the distributor to ensure compliance with current standards and requirements prior to commencing any electrical service work upstream of its main electrical panel.

The Customer is responsible for selecting an ESA approved, qualified and competent contractor ("Contractor), for completing electrical service work.

The Customer maintains the responsibility to ensure that all work is done in accordance with the Distributor's design, technical standards and specifications.

The Distributor, at the expense of the Customer, reserves the right to inspect the work throughout the duration of the project, and the Contractor shall supply the Inspector such accommodations as the Inspector may require. The Inspector shall request that the Contractor stop work at any time the Inspector deems that the Contractor is not proceeding in accordance with these "Conditions of Service", the Distributor's design, technical standards, and specifications or Safe Work Practices. The Customer shall confer with the Distributor before work recommences to mitigate undue cost and construction delays for the project.

Customers may be required to provide an aid to construction or Capital Contribution for the addition of new and upgraded electrical services. This shall be calculated through the Economic Evaluation process as defined in the Distribution System Code (DSC). Customers installing distributed generation may be required to pay for additions of new or upgraded Distributor electrical plant associated with

the connection of the generation and the associated engineering studies.

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

The Distributor must operate within the scope of the following legislation:

- [Electricity Act, 1998](#)
- [Ontario Energy Board Act, 1998](#)
- [Occupational Health and Safety Act \(OHSA\)](#)
- [Energy Consumer Protection Act, 2010](#)
- [Distribution Licence - Licence Numbers](#)
- [Affiliate Relationships Code \(ARC\)](#)
- [Transmission System Code \(TSC\)](#)
- [Distribution System Code \(DSC\)](#)
- [Retail Settlement Code \(RSC\)](#)
- [Standard Service Supply Code \(SSSC\)](#)
- [Conservation and Demand Management Code](#)
- [Ontario Regulation 22/04 - Electrical Safety Authority \(ESA\)](#)
- [Measurement Canada](#)
- [Electricity and Gas Inspection Act, 1985](#)
- [Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990](#)
- [Accessibility for Ontarians with Disabilities Act. 2005](#)
- [Distribution Rate Handbook \(DRH\)](#)

In the event of a conflict between this document and the Distribution License or legislation, the Distribution License and legislation shall prevail.

When planning and designing for electricity service, Customers and their agents must refer to all applicable Provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to also ensure compliance with their requirements. The work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects and the Electrical Utility Safety Rules (IHSA formally EUS&A) (or the OHSC Safety) rulebook.

## **1.3 Interpretations**

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

- Headings and underlining are for convenience only and do not affect the interpretation of these Rules
- Words referring to the singular include the plural and vice versa
- Words referring to a gender include any gender



## **1.4 Amendments and Changes**

The provisions of these Conditions of Service and any amendments made from time to time form part of any Contract made between the Distributor and any connected Customer, Distributed Energy Resource or their respective agents.

In the event of changes to this Conditions of Service a notice shall be provided to Customers as required in the Distribution System Code and copies made available at the Distributor's office or on the Distributor's Website.

The Customer is responsible for contacting the Distributor to ensure that the Customer has, or requires the current version of the Conditions of Service. The Distributor may charge a reasonable fee to recover costs for providing the Customer with more than one copy of this document.

## **1.5 Contact Information**

For general inquiries, the Distributor can be reached during normal business hours, Monday to Friday from 8:30 am to 4:30 pm at (705) 431-4321, by email at [cs@innpower.ca](mailto:cs@innpower.ca), or in-person at InnPower Corporation, 7251 Yonge Street, Innisfil, ON, L9S 0J3.

If the Customer wants to contact the Distributor out of normal business hours, the Customer can call (705) 431-4321 to speak with a designated answering service.

## **1.6 Customer Rights**

In those instances where the Customer will own their secondary or primary service, the Customer has the right to hire a Contractor to supply, install and maintain the service.

The Customer has the right to demand identification from any person purporting to be an authorized agent or employee of the Distributor.

A Customer, who believes that they have suffered damages to their property or equipment as a result of negligence on the part of the Distributor, may submit a written claim for damages to the Distributor. The Distributor will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

## **1.7 Distributor Rights**

In those instances where the Customer has the authority to hire a Contractor to construct plant which will become part of the Distributors' system, the Distributor shall have the right to require the Contractor submit proof of previous experience and satisfactory performance, and, the Distributor shall have the right to investigate such proof and approve the Contractor prior to the Owner awarding a contract for the work to the Contractor.

The Distributor may request personal information from a Customer including, but not limited to, driver's

licence, date of birth, business registration, etc... InnPower Corporation is committed to maintaining the accuracy, confidentiality, security and privacy of customer personal information.

The Distributor shall have access to Customer property in accordance with section 40 of the *Electricity Act, 1998*.

## **1.8 Disputes**

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

### **Mediation**

- Either party (the “Initiating Party”) may invoke the dispute resolution procedure by sending a written notice to the other party (the “Respondent Party”) describing the nature of the dispute and designating a representative of the Initiating Party with appropriate authority to be its representative in negotiations relating to the dispute. The responding Party shall, within five business days of the receipt of such notice, send a written notice to the Initiating Party, designating a representative of the Responding party with the appropriate authority to be its representative in negotiations relating to the dispute.
- Within ten business days of the receipt by the Initiating Party of the written notice of the Responding Party the designated representatives shall enter into good faith negotiations with a view to resolving the dispute.

### **Arbitration**

- If the dispute is not resolved in thirty days of the commencement of such negotiations, or such longer period as may be agreed upon, either party may, by written notice to the other party, require that the parties be assisted in their negotiations by the Ontario Energy Board. In accordance with the Ontario Energy Board (OEB) dispute resolution process, The Ontario Energy Board will complete its review of the dispute within 150 days.

## **1.9 Service Quality Requirements**

The level of service provided by the Distributor is defined in specific terms within Section 7 of the Distribution Service Code (DSC), or as the DSC may be amended from time to time. The Distributor recognizes the requirements and will strive to meet or exceed these requirements and the associated reporting to the OEB. The reporting of these requirements forms public record available to the Distributor’s Customers.

## **1.10 Liability**

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

- Of the Distributor in providing distribution services to the Customer
- Of the Customer in being connected to the Distributor's distribution system
- Of the Distributor or Customer in meeting their respective obligations under the Distribution System Code, their licenses and any other applicable law

Customers will be required to pay the cost of repair or replacement of the Distributors' plant that has been damaged through the Customers' action or neglect.

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

## **1.11 Force Majeure**

Neither party shall be held to have committed an event of default in respect of any obligation under the Distribution System Code if prevented from performing that obligation, in whole or in part, because of a force majeure event.

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

## SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)

### 2.1 Connections

This section includes information that is applicable to all Customer classes of the Distributor. Items that are applicable to only a specific Customer class are covered in Section 3.

#### 2.1.1 Obligations to Connect

As provided in Section 28 of the Electricity Act 1998 the Distributor has the Obligation to Connect any Building that *“lies along”* its distribution system subject to conditions outlined in section 2.1.3.

A building *“lies along”* a distribution line if it can be connected to the Distributor’s distribution system without an expansion or enhancement.

A Building that appears to *“lie along”* a distribution line may be refused connection to that line should the distribution line not have sufficient capacity for the requested connection. In such instances, the Distributor shall make an offer to connect which shall include the cost of the enhancement.

As provided in Section 25.36 of the Electricity Act 1998, the Distributor shall connect a renewable energy generation facility to its distribution system in accordance with applicable regulations, the market rules and any license issued by the Board if requested and all applicable regulations, market rules, orders and codes have been met in respect to the connection.

Connection fees as noted within the Conditions of Service shall apply. (See sections 3.1.3, 3.1.4, 3.2.3, 3.2.4, 3.3.3, 3.3.4 3.4.3, 3.4.4, 3.5.1 & 3.8.1)

#### 2.1.2 Offer to Connect

The Distributor will make an Offer to Connect to any Customer requesting a connection within the Distributors licensed territory. As required by the Distribution System Code, the Offer to Connect must be fair and reasonable and be based on the Distributors’ design standard. The Offer to Connect must also be made within a reasonable time from the request for connection and the receipt of all required information from the Customer.

The Distributor may require a Customer to pay all or a part of the costs of electrical plant installed to supply only that Customer. Such capital contributions will be calculated using the guidelines set out by the OEB in the Distribution System Code. If an expansion or enhancement of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

The Distributor may require a Customer proposing to install generation to pay the costs of electrical plant installed to facilitate the connection of the generation. Such capital contributions will be calculated using the guidelines set by the OEB in the Distribution System Code.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in the most recent *CHEC Generation Guide* and *Appendix E* and *Appendix F* of the Distribution System Code. A copy of these documents can be obtained from the distributor upon request.

### **2.1.3 Connection Denial**

Section 3.1 of The Distribution System Code sets out the conditions for a Distributor to deny connections. A Distributor is not obligated to connect a Customer within its service territory if the connection would result in any of the following:

- Contravention of existing Canadian Laws, and those of the Province of Ontario including the Ontario Electrical Safety Code
- Violations of conditions in a Distributors' License, the Distributor's Conditions of Service, or the Customer's Connection Agreement
- Use of a distribution system line for a purpose that it does not serve and that the Distributor does not intend to serve
- Adverse effect on the reliability and safety of the distribution system
- Imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system
- A material decrease in the efficiency of the Distributors' distribution system
- A material adverse effect on the quality of distribution services received by an existing connection
- Discriminatory access to distribution services
- Potential increases in monetary amounts that already are in arrears with the Distributor
- Where the electrical connection to the distribution system does not meet the Distributor's design requirements
- Where the electrical connection violates the property rights of property owners or other agencies, such as railways, Ministries, or the Municipality

In addition to the above, the Distributor may deny connection to any Customer for any of the following reasons:

- Refusal by the Customer to sign any agreements required to be executed by the Customer under the Conditions of Service'
- Failure to meet the Distributor's security deposit policy requirements as outlined in the Conditions of Service

The Distributor shall inform the person requesting the connection of the reason(s) for not connecting and, where the Distributor is able to provide a remedy, make an offer to connect. If the Distributor is

unable to provide a remedy to resolve the issue, it is the responsibility of the Customer to do so before a connection may be made.

#### **2.1.4 Inspections before Connections & Reconnections**

The Distributor has the right to request an inspection prior to any connection or reconnection in order to ensure the connection meets or continues to meet the Distributor's design standards and requirements.

All Customer electrical installations shall be inspected and approved by the Electrical Safety Authority (ESA).

The Distributor requires notification from the ESA of this approval prior to the connection of a Customer's service.

Services that have been disconnected for a period of six months or longer shall also be inspected and approved by the ESA prior to reconnection.

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

The Distributor reserves the right to inspect and approve Transformer rooms, Vaults and Pads prior to, during, and following the installation of equipment.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

Customer owned substations must be inspected by both the Electrical Safety Authority and the Distributor, prior to connection to the Distribution system.

Duct banks and road crossings shall be inspected and approved by the Distributor prior to the pouring of concrete and again before backfilling.

The Distributor reserves the right to inspect any underground trenches prior to backfilling. The Distributor reserves the right to approve the installation and location of all submarine cable. All documentation and permits required for laying of submarine cable must be provided to the Distributor. The installation of submarine cable must meet the requirements of all governing legislation.

All work done on existing Distributor plant must be authorized by the Distributor and carried out in accordance with all applicable standards and legislation.

### 2.1.5 Relocation of Plant

The Distributor will, where feasible, accommodate requests to relocate electrical plant such as poles and metal enclosed equipment.

The Customer will be required to pay all of the costs incurred by the relocation.

Requests by civic authorities to relocate distribution facilities will be done so in accordance with the appropriate regulations. See *Public Service Works on Highways Act*.

### 2.1.6 Easements

To maintain the reliability, integrity and efficiency of the distribution system, the Distributor has the right to have supply facilities on private property registered against title to the property. Easements may be required when the Distributors' underground or overhead plant is to be located on private property or crosses over an adjacent private property to service a Customer.

The Customer shall acquire and grant in the Distributors name, at no cost to the Distributor, where required, an easement to permit installation and maintenance of service. The width and extent of this easement shall be determined by the Distributor. The easement shall be granted prior to connection of the service.

The Owner shall furnish to the Distributor, free and clear of all encumbrances, sufficient easements to enable the servicing of all existing or proposed developments or subdivisions from plants located on the Owners' property.

Sufficient property at suitable locations shall be made available for the purpose of the installation of Distributors' assets.

The Customer will prepare at its own costs, a reference plan and associated easement documents to the satisfaction of the Distributors' solicitor prior to its registration and registration of the easement plan. Details will be provided upon application for service.

Where surface restoration by the Distributor is required following any repairs or maintenance to a service, the Distributor will in so far as is practicable, restore the property to its original condition and provide compensation for any damages caused by the entry that cannot be repaired.

### 2.1.7 Contracts

**Standard Form of Contract** - All Customers will be requested to complete and sign the standard form of contract to apply for a connection. A Standard Contract for service shall be considered as being in force from the date it is signed by the Customer and the Distributor and shall remain in force until terminated by either party.

**Special Contracts** - 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:

- *Construction Sites*
- *Mobile facilities*
- *Non-Permanent Structures*
- *Special Occasions, etc.*
- *Generation*

In all cases of special contracts, the terms and conditions of all regulations, conditions and charges as established by the Distributor shall apply to the Customer connection unless specifically noted in the special contract.

## **2.2 Disconnection**

The Distributor shall not be liable for any damages or claims as a result of disconnection of service. The InnPower Corporation Disconnection Policy 5.06 is consistent with the Distribution System Code and the Electricity Act, 1998.

### **2.2.1 Refusal to Connect / Right to Disconnection**

The Distributor has the right to refuse and/or obligation to disconnect the supply of electrical energy or service to a Customer for causes including but not limited to:

- (a) Contravention of the laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code
- (b) Violation of conditions in a Distributor's license
- (c) Materially adverse effect on the reliability or safety of the distribution system
- (d) Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system;
- (e) A material decrease in the efficiency of the Distributor's distribution system
- (f) Inability of the Distributor to perform meter reading, planned inspections and maintenance
- (g) A materially adverse effect on the quality of distribution services received by an existing connection
- (h) If the person requesting the connection owes the Distributor money for distribution services, or for non-payment of a security deposit
- (i) Compliance with a court order
- (j) By order of the Electrical Safety Authority or Independent Electricity System Operator (IESO)

Disconnection of service shall follow the Distributor's Disconnection/Reconnection Policy 5.06.



## **2.2.2 Unauthorized Energy Use**

The Distributor shall use its discretion in taking action to mitigate unauthorized energy use. Upon identification of possible unauthorized energy use, the Distributor shall notify, if appropriate, Measurement Canada, The Electrical Safety Authority, Police Officials, Retailers that service Customers affected by an authorized energy use, or other entities.

The Distributor may recover from the parties responsible for the unauthorized energy use all costs incurred by the Distributor arising from unauthorized energy use, including an estimate of the energy used, inspection and repair costs.

A service disconnected due to unauthorized use of energy shall not be reconnected until such time as all arrears resulting from the unauthorized use has been resolved to the satisfaction of the Distributor.

Prior to reconnection, the Distributor shall require proper authorization from applicable authorities.

## **2.3 Conveyance of Electricity**

### **2.3.1 Guaranty of Supply**

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

Customers requiring a high degree of security of supply or power quality are responsible to provide their own back-up or standby facilities.

Customers requiring power for human life support equipment must provide their own equipment to ensure an uninterrupted supply of power. Customers on life support equipment are encouraged to contact the Distributor to inform them of their medical needs and the backup equipment which is in place.

When power is interrupted, or the Customer is experiencing power quality problems the Customer, or their electrical contractor shall first ensure that interruption is not due to problems within the Customer owned installation. If after verifying that the cause of the problem does not reside on the Customers' installation, the Customer shall contact the Distributor. The Distributor will respond to and take reasonable steps to restore power. The Distributor reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result of costs due to inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever related to misidentification of power quality issues or outages by the customer or its contractor and/or subcontractors, suppliers, and/or or materialmen of any tier.

Although it is the Distributors' endeavour to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customers' supply to maintain or improve the Distributors' system, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by the Distributor, arrangements suitable to the Customer and the Distributor may be made to minimize any inconvenience. The Distributor will endeavour to provide the Customer with reasonable advance notice for planned outages, except in cases of emergency, involving danger to life and limb, or impending severe equipment damage.

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

Depending on the outage duration and the number of Customers affected, the Distributor may notify affected customers of the outage. The method of notification is at the discretion of the Distributor (i.e.: Calls, Text Messages, Outage Portal, Social Media, etc.).

### **2.3.2 Power Quality**

The Distributor will respond to and take reasonable steps to investigate consumer power quality complaints and report to the consumer on the results of the investigation. The method and level of investigation will be at the discretion of the Distributor.

If the source of a power quality problem is caused by the consumer making the complaint, the Distributor may seek reimbursement for the time and cost spent to investigate the complaint.

If the source of a power quality problem is caused by a consumer, the Distributor may direct the consumer to take corrective action. If the Consumer does not take such action within a reasonable time, the Distributor may disconnect the supply of power to the Customer (see Section 2.2).

### **2.3.3 Electrical Disturbances**

There are levels of voltage fluctuation and other disturbances that can cause flickering lights and more serious difficulties for Customers connected to the Distributor distribution system.

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.

No electrical equipment, which may produce an undesirable system disturbance, shall be connected by a Customer to a Customer's service without prior approval of the Distributor.

Examples of equipment, which may cause disturbance, are large motors, welders, distributed energy resources (such as generators and batteries) and variable speed drives. In planning the installation of such equipment, the Customer is required to consult with the Distributor.

The Distributor follows the Institute of Electrical and Electronics Engineers (IEEE) Standards – “IEEE 519-2014 Recommended Practice and Requirements for Harmonic Control in Electric Power Systems” for users connected to systems where the rated voltage at the PCC (Point of Common Coupling) is 120 V to 69 kV.

The Distributor will endeavour to maintain voltage variation limits, under normal operating conditions, at the Customers’ Delivery Points, as specified by the latest edition of the Canadian Standards Association, C235. However, more sensitive electronic equipment such as computers can be seriously affected by variations in quality of supply voltage. Customers who need electrical power of high quality and with rigid voltage tolerances are responsible for providing their own power conditioning 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 the Distributors’ supply.

The Customer shall provide such protective devices as may be necessary to protect his property or equipment from any disturbance beyond the control of the Distributor.

The Distributor shall not be held liable for the failure to maintain supply voltages within standard levels due to Force Majeure.

The Customer installing generation will install a Distributor approved system configuration and voltage level. In general, where the connection of generation will be to the service supply, the generation will be required to be the same voltage and number of phases of the circuit connecting to.

### **2.3.4 Standard Voltage Offerings**

#### **2.3.4.1 For Secondary Voltage**

The Supply Voltage governs the limit of supply capacity for any Customer. General guidelines for supply from overhead street circuits are as follows:

- *at 120/240 Volts single phase, three wire*
- *at 120/208 Volts three phase, four wire*
- *at 347/600 Volts three phase, four wire*

**OR**

Where street circuits are buried, the Supply Voltage and limits will be determined upon application to the Distributor.

OR

Where the Customer or Developer provides a pad on private property;

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

#### **2.3.4.2 For Primary Voltage**

Primary supplies to transformers or Customer-owned substations will be one of the following as determined by the Distributor:

- 4,800/8,320 Volts 3 phase 4 wire
- 16,000/27,600 Volts 3 phase 4 wire
- 44,000 Volts 3 phase 3 wire

The Customer shall contact the Distributor when planning their service to verify standard transformer availability and supply capacity.

#### **2.3.5 Voltage Guidelines**

The Distributor maintains service voltage at the Customers' service entrance within the guidelines of C.S.A. Standard CAN3-C235 which specifies maximum variations from "*normal operating conditions*" and for "*extreme operating conditions*".

Where voltages lie outside the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis.

Where voltages lie outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved, the extent to which limits are exceeded with respect to voltage levels and duration, etc.

Where concern exists with the service voltage level Customers are encouraged to contact the Distributor to confirm the allowed variations and to determine whether corrective action is required.

#### **2.3.6 Back-up Generators**

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

Customers are advised to access the Ontario Electrical Safety Code which specifies the requirements for the connection of generators and to further review the Standby Generator Safety Checklist and Generator Safety Information.

Customers with permanently connected emergency generation equipment shall notify the Distributor regarding the presence of such equipment.

The Distributor reserves the right to have the connection of this equipment inspected.

Generation systems found to be feeding into the Distribution system without proper approval of the Distributor shall be subject to immediate disconnection.

### **2.3.7 Metering**

#### **2.3.7.1 General**

The Distributor's complete metering requirements are outlined in the Distribution System Code Section 5, and the "*InnPower Corporation Metering Specifications*" document. It is the Customer's responsibility to ensure that they are familiar with the latest Versions of the aforementioned documents.

Metering services that are modified and or upgraded may need to be relocated at the Customer's expense to accommodate current or proposed connections to the Distributor's distribution system.

##### **2.3.7.1.1 Access**

The Distributor shall have access to private property in accordance with Section 40 of the Electricity Act, 1998. The Distributor or its agents shall have the right to access, read and safely maintain any of the Distributors' electricity meters on the Customer's premises. The location allocated by the Customer for the Distributor's metering shall provide direct access from outside for the Distributor's staff, unless otherwise agreed to by the Distributor.

All metering installations shall be accessible from a public area.

##### **2.3.7.1.2 Costs**

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

Regardless of any charges for metering installations, all meters and meter instrumentation equipment shall remain the property of the Distributor and maintenance of this equipment shall be the Distributors' responsibility. Where primary metering is utilized the Customer may own the

current and potential transformers.

#### **2.3.7.1.3 Voltage**

Generally, metering will be at utilization voltage. Where the Distributor provides primary transformation, primary voltage metering will be allowed only in special circumstances following full discussion with the Distributor.

Customer-owned substations may require primary metering. The provisions required for these installations shall be specified and approved by the Distributor for each application.

#### **2.3.7.1.4 Primary Metering**

Primary metering units may be installed outdoors or within an electrical vault as outlined in the current Electrical Safety Code. Where the Customer prefers not to provide an approved electrical vault, the Distributor at additional cost can provide a metering unit with non-flammable coolant.

#### **2.3.7.1.5 Bulk Metering & Suite Metering**

Non-residential or mixed-use buildings will normally be bulk metered by a single meter. However, where specific areas are clearly and permanently defined and in other respects as a separate entity, individual metering of the loads may be required.

Individual residential condominium or apartment units should be metered individually to empower the residents with control over their individual costs. In such instances, one or more bulk meters may still be required at the facility for the purpose of calculating house loads and/or transformer allowances (on Customer owned transformers) where applicable.

Individual suite metering can be installed and operated by the Distributor or an Ontario Energy Board Licensed Sub-Meter Contractor. The installation and operations of systems will comply with the requirements as outlined in Chapter 8 of Energy Consumer Protection Act, 2010 S.O. 2010.

In all installations where the Customer requests revenue metering remote from the secondary entrance equipment or downstream from a Customer-owned transformer, provisions are required for a bulk meter directly after the main switch. This bulk metering is required in addition to any public metering provisions. The Customer will be required to contribute to the cost of the metering installation.

Where more than one meter is required, the meters shall be grouped where practical.

The Customer shall permanently and legibly identify all metered services with respect to correct municipal 911 address and unit #. The identification shall be applied to all service switches and breakers and to all meter cabinets and meter mounting devices that are not immediately adjacent to the service switch. The Customer shall insure that all service identifications are accurate and by not doing so will be

held responsible. The Distributor shall issue a Meter Verification Sheet for this purpose to the owner or contractor.

In any case, a copy of the metering layout plan shall be forwarded to the Distributor for review and approval.

If the distribution of the metered load circuit is in dispute, (ie: circuits from one premise is found to supply a second premise) the Distributor reserves the right to transfer all accounts into the Property Owners' name until such time as the problem has been resolved, and the individual metering can be clearly identified with the individual units.

#### **2.3.7.1.6 Locks**

All devices on the line side of the Distributor metering shall have provisions for padlocking.

For commercial and industrial services, the Customer's main switch shall have provisions for padlocking the switch handle in the open position, and the switch cover (or door) in the closed position.

When a disconnect device has been locked in the "OFF" position by the Distributor, under no circumstances shall anyone other than the Distributor or its authorized agent remove the lock.

At the discretion of the Distributor, a dual locking arrangement, a Distributor master key arrangement, a key box arrangement, or a copy of the access key will be required for access.

#### **2.3.7.1.7 Meter Seals**

All devices used by the Distributor for metering are sealed. Only the Distributor or its authorized agents have the authority to break this seal. Tampering with the seal will require the Distributor to investigate the cause of the tampering. Following the investigation, the proper authorities will be contacted as required (*Electrical Safety Authority, Police, Fire*). The Customer shall be responsible for all reasonable costs associated with the investigation.

#### **2.3.7.1.8 Maintenance of Metering Equipment**

Unless owned by the Distributor, the Customer is responsible for maintaining the integrity of the meter base and cabinets, ensuring they meet the required mechanical, electrical, and safety standards.

The Customer is responsible for maintaining all Customer owned equipment in good repair, and replace as needed, including meter bases, service masts and hardware, all conduits connected to the meter base as well as all other service entrance equipment.

The Customer shall ensure that all electrical service entrance equipment including any meter bases, are free of obstructions, debris, plants, vines, or any other such items which could obstruct access to

the meter or cause damage to the service entrance equipment.

For residential meters the meter base is considered Customer owned and is to be maintained by the property owner. Any requirement for maintenance should be coordinated with the Distributor and completed in accordance to all applicable standards.

Commercial/Industrial installations result in varying ownership of cabinets and equipment. The property owner is to maintain any metering equipment under their control. Any requirement for maintenance should be coordinated with the Distributor and completed in accordance to all applicable standards.

### **2.3.7.2 Current Transformer Boxes**

Where a current transformer (CT) box is required, it shall be approved by the Canadian Safety Association (CSA), of a size and type as stipulated by the Distributor and include a provision for padlocks. A removable plate shall be provided in the box for mounting the equipment.

In cases where the CT's only meter a portion of the metal clad switchgear (such as house loads), a separate disconnect switch must be installed ahead of the metering compartment so that the service can be de-energized without any interruption to the main service supply.

Generally, one house load meter only will be allowed. Additional house load meters will require authorization from the Distributor.

An appropriate CT box must be used to enable conductors to be trained in place. Where parallel conductors are used, the sum of the conductors will determine the size of the CT box to use. In all cases, the Customer shall supply Distributor approved cable termination lugs and install them on Distributor supplied current transformers.

On all electrical services that require current transformers and the neutral for metering, an isolated neutral block shall be provided in the current transformer box.

Customer/Contractor must receive Distributor authorization regarding size, type and location of meter cabinets before installation of apparatus.

### **2.3.7.3 Interval Metering**

The Distribution System Code, as amended from time to time, requires the Distributor to meter Customers of specific load levels with pulse-recording meters, or interval meters, which are interrogated remotely. The Distributor, at its' sole discretion, may also require such metering on any Customer whose load characteristics may have a significant impact on the Net System Load Shape, or where reasonable access to the meter for the purpose of acquiring metering data may be limited due to location.



A 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 re-verification 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 communication system utilized for interval meters shall be in accordance with the Distributors' requirements.

Where such metering exists, the Distributor will consider Customer requests to provide a secondary pulse for load control or Customer-owned metering at the Customers' expense.

In keeping with the intent of the Legislation and accompanying amendments, once an interval meter installation is processed as part of the Distributors' settlement process and has affected the relevant changes to the Distributors net system load, the installation must not be changed back to a non-interval meter installation.

Where a Customer submits a request to read their own interval meter, the Distributor shall make this access available given the following conditions are met:

- The meter has the capability of read-only password protection
- The Customer provides a signed copy of the *"Interval Metering Access Agreement"* to the Distributor

#### **2.3.7.3.1 Interval Metering Communications**

Solid-state recorders and/or Electronic Interval Meters installed by the Distributor have provision for remote interrogation. When a phone line is required for this purpose, the Owner/Customer will facilitate the provision of a telephone line in the metering cabinet for the Distributors' metering purposes. It is the responsibility of the Owner/Customer to pay and maintain the phone line.

At its' sole discretion, for metering installations where loss of metering data would cause a substantial impact on the Distributors Settlement System and other Customers, the Distributor may require the phone line to be dedicated for metering purposes only. When such dedicated phone lines are required, phone lines must be installed and functioning prior to the new service being energized.

A dedicated phone line is a voice quality telephone line, which is active 24 hours a day to the metering location extension jack, which is mounted on the metering board.

When the communication system relies on radio frequency the Owner will facilitate the provision of a location of an external antenna. The Distributor will install the antenna and the associated wiring.

**2.3.7.3.2 Smart Meters**

The Ontario Government has mandated the installation of Smart Meters as a replacement to current metering technology. The Distributor will install smart meters in accordance with regulations and policies set out by Government authorities.

Residential and small General Service Customers, who are billed on an energy-only basis, will be provided with a smart meter. Metering requirements for Large General Service Customers will be reviewed in concert with any new Regulations.

Where the Customer installation requires bi-directional metering (example: for generation connections) the additional cost of the metering may be charged as an additional fee.

**2.3.7.4 Meter Reading**

The Distributor will read all meters on a regularly scheduled basis whenever possible. If an actual meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

**2.3.7.5 Final Meter Reading**

When a service is no longer required, or the Customer is switching Energy Providers, the Customer shall provide the Distributor sufficient notice of the date so that a final meter reading can be obtained. The Customer shall provide access to the Distributor or its agents for this purpose.

If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading. Estimates will be based on available historical consumption.

Where Smart Meters are installed the final reading can be accommodated through remote interrogation. If at the time of final read remote access to the meter is not available an estimate of consumption will be made based on meter reading system data calculated to estimate the final billing.

**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. The Distributors' 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, the Distributor will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any

meter formerly or subsequently installed on the premises by the Distributor, due regard being given to any change in the character of the installation and/or the demand.

If the incorrect measurement is due to reasons 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. The Distributor will correct the bills for that period in accordance with the regulations under the Act.

Where the Distributor has under billed a Customer or retailer, the maximum period of under billing for which the Distributor is entitled to be paid will be as specified in the latest revision of the Acts and Codes. Where the Distributor has over billed a Customer or retailer, the maximum period of over billing for which the Customer or retailer is entitled to be repaid will be as specified in the latest revision of the Acts and Codes.

### **2.3.7.7 Meter Dispute Testing**

The Distributor will attempt to resolve billing enquiries. However, to give Customers confidence in the accuracy of electricity meters, the Distributor will conduct an internal investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. If the internal investigation does not resolve the matter, the Customer or the Distributor may request Measurement Canada to test the meter, as they have jurisdiction under the federal Electricity and Gas Inspection Act. Once Measurement Canada become involved, the provisions of the federal Act take precedence over any provincial requirements.

If the test indicates that the meter is not accurate, the Customer's historic billing will be adjusted, and the Distributor shall pay the full costs of the meter dispute testing. If Measurement Canada dismisses the dispute, and the customer initiated the dispute, the Distributor will charge the Customer for costs incurred.

### **2.3.7.8 Location**

The location of the indoor or outdoor meter shall be readily accessible at all times and acceptable to the Distributor. If a meter is recessed or enclosed after installation, without the prior approval of the Distributor, the service may be subject to disconnection.

The location of the service entrance, routing of duct banks, metering, and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Owner's expense.

In all locations where Commercial/Industrial revenue metering is accessible to the general public, a lockable enclosure or a room for service equipment and meters, shall be provided by the Owner at the discretion of the Distributor, as follows:

- *An electrical room reserved solely for metering equipment*
- *Metal enclosed switchgear approved by the Distributor*
- *A suitable metal metering cabinet*
- *A vandal proof cage*

### **2.3.7.9 Meter Mounting Heights**

Provision for metering shall facilitate a practical mounting height for revenue meters in compliance with the Distributor's standard specifications and all applicable codes and regulations.

### **2.3.7.10 Environment**

The following requirements apply to the areas allocated for revenue metering:

The Customer to the satisfaction of the Distributor shall provide where there is the possibility of danger to workmen, or damage to equipment from moving machinery, dust, fumes, or moisture, protective arrangements.

A clear safe working space of not less than 1.2 m (48") in front of the installation from the floor to ceiling with a minimum ceiling height of 2.1 m (84") provided to insure the safety of the Distributor or other authorized employee(s) who may be required to work on the installation.

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

### **2.3.7.11 Meter Sockets**

The owner will supply and install a meter socket as specified by the Distributor. Meter sockets will be directly accessible to the Distributors' staff and remain in a safe and maintainable status.

A listing of approved revenue metering sockets is available from the Distributor.

### **2.3.7.12 Cabinets**

Where required by these Conditions of Service the Owner shall supply and install a meter cabinet to the Distributors' requirements.

Meter cabinets shall be installed indoors, except where special permission is granted by the Distributor to install the meter cabinet outside. In such cases, an approved weather proof, lockable, C.S.A. approved meter cabinet shall be provided by the Customer.

### **2.3.7.13 Metering Loops**

Three-phase, four-wire services will require a loop for metering, within the meter cabinet, for all three phases.

Mineral insulated, solid, or hard drawn wire conductors are not acceptable as metering loops.

### **2.3.7.14 Metal Enclosed Switchgear**

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

The Distributor will provide the following revenue metering equipment as required:

- Colour Coded Secondary Wiring
- Revenue Meters

The Owner shall:

- Consult with The Distributor regarding the installation of metering equipment, which may include:
  - Potential Transformers
  - Potential Transformer Fuse Holders and Fuses
  - Current Transformers
  - Phone Line for Remote Interrogation of Meters
  - Duplicate Pulse Initiators
  - Provide complete shipping instructions for instrument transformers for those projects where these are to be provided by the Distributor for installation by the switchboard manufacturer
  - Install Instrument Transformers, Metering Cabinet and Conduit.
  - Each main bus bar to be drilled and tapped (10-32) or (10-24) on the line side of the removable current transformer link
  - Receive Distributor's Approval for Access/Location
- Submit two copies of the manufacturer's switchboard drawings, for approval, dimensioned to show provision for and arrangement of the Distributors' metering equipment

Meters shall be installed by the Distributor in a Customer-owned metal cabinet of a size and type pre-approved by the Distributor, mounted at an approved location separate from the switchgear.

Tamper proof or sealable rigid conduit or any equally approved conduit of a size and type specified by the Distributor shall be installed between the CT compartment of the switchgear and the meter cabinet.

#### **2.3.7.15 Switchgear Connected to Wye Source**

Where a Wye source neutral connection is to be used or grounded, the Owner shall provide a conductor sized to the requirements of the Ontario Electrical Safety Code from the instrument transformer compartment to the neutral connection.

#### **2.3.7.16 Four Quadrant Metering (Distributed Energy Resources)**

All Ontario Energy Board-licensed Distributed Energy Resources connected to the distribution system that sell energy and settle through the Distributor's retail settlement process shall be required to install metering that meets the requirements of the Distribution System Code as approved by the Ontario Energy Board, and/or the Market Rules as approved by the Independent Electricity System Operator.

#### **2.3.7.17 Net Metering for Distributed Energy Resources**

Customers with specific distributed energy resource facilities may reduce their net energy costs by exporting surplus generated energy back onto the utility distribution system. Surplus energy exported onto the utility distributions system will be calculated as a credit against the energy the Customer consumes from the distribution system.

All Customers wishing to become a Net Metering participant must meet all of the following conditions:

- The electricity is generated primarily for the Customer's own use
- The electricity is solely generated from a renewable energy source (such as wind, drop in water elevation, solar radiation, agricultural bio-mass, or any combination thereof)
- The Customer conveys the electricity that is generated directly from the point of generation to another point for the Customer's own consumption without reliance on the Distributor's distribution system
- The customer conveys any electricity that is in excess of what is consumed by the Customer into the Distributor's distribution system
- The customer is not a party to any contract or agreement, other than a net metering agreement to which this Regulation applies, that provides for the sale, in whole or in part, of the electricity that the Customer conveys into the distributor's distribution system

- (Reference – Ontario Regulation 541/05 – Net Metering, Section 7)

In order to participate in the Net Metering program, the Customer will be required to meet all the parallel generation requirements for Connecting Micro-Generation or Distributed Energy Resource Facilities, as applicable to the project size, as found in Section 3.5 – Distributed Energy Resource Facilities.

Meters for Net Metering may be either one-way or bi-directional at the discretion of the Distributor.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in the most recent CHEC Generation Guide and Appendix E and Appendix F of the Distribution System Code (DSC). A copy of these documents can be obtained from the Distributor upon request.

### **2.3.7.18 Metering for Distributed Energy Resource Facilities (not net-metering)**

Distributed Energy Resource facilities will connect directly to the distribution system at a voltage of 44kV or less. Output from the generating facility shall be metered in a manner to ensure proper collection of required information for settlements. Such metering may include:

- a. for proponents of 10 kW or less and connected to the line side of the load meter
  - (i) A bi-directional kWh meter to measure energy consumed and energy exported
  - (ii) A bi-directional interval meter to measure hourly energy consumed and energy exported
- b. for all other proponents, an interval meter must be installed.

In some instances, the load meter may also have to be changed in order to accommodate proper settlement calculations. The proponent will be responsible for costs associated with the connection to the distribution system and any required metering installation as defined by the relevant Codes and Acts.

## **2.4 Tariffs and Charges**

### **2.4.1 Service Connection**

Charges for Service Connections are set out in the Distributors approved rates, (Miscellaneous Rates and Charges) and may be obtained by request from the Distributor. Notice of Rate revisions may be published in the local newspapers and or mailed out to all Customers with the first billing issued at revised rates.

## **2.4.2 Energy Supply**

The Distributor shall provide Customers connected to the Distribution System with access to electricity through Standard Supply Service as defined in the Standard Supply Service Code (SSSC), the Retail Settlement Code (RSC) or as mandated through Legislation or Regulations issued by the OEB or the Ministry of Energy (MOE).

Disputes arising from charges relating to Standard Supply Service shall be directed to the Distributor.

Customers will be switched to a licensed Retailer of choice only if the retailer has a Service Agreement with the Distributor. The Customer's authorized Retailer through the Electronic Business Transaction system (EBT) must make the Service Transfer Request (STR) in accordance with the rules established and amended from time to time by the Ontario Energy Board.

Disputes arising from charges relating to Retailer Service shall be directed to the Retailer.

The Distributor may, at its discretion, refuse to process a Service Transfer Request for a Customer to switch to a Retailer if that Customer owes money to the Distributor for Distribution Services and or Standard Supply Service.

### **2.4.2.1 Wheeling of Power**

Customers considering delivery of electricity through the Distributors' Distribution System shall contact the Distributor for technical requirements and current applicable Rates.

## **2.4.3 Security Deposits & Agreements**

Whenever required by the Distributor, the Customer shall provide a security deposit in accordance with the Distributor's most recent Security Deposit Policy (*Section 5, Policy 5.01*).

Where a Customer proposes the development of premises that requires the Distributor to place equipment orders for special projects, the Customer is required to sign the necessary Supply Agreements and furnish a suitable deposit before such equipment is ordered by the Distributor. If an expansion or enhancement of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

## **2.4.4 Billing & Payment**

The Distributor will bill Customers on a monthly basis. The Distributor may elect to bill on a more frequent basis in order to manage Customer non-payment risk, in accordance with the Distribution System Code (DSC) and the Distributor's policies (*Section 5*).



#### **2.4.4.1 – Account Setup Charge:**

A New Account Setup Fee (or Occupancy Charge) covers the costs involved in setting up a new account and performing the final meter reading when an account is closed. The New Account Setup fee applies to all customers setting up a new account to bill in our system.

#### **2.4.4.2 – Equal Payment Plan:**

The Distributor shall offer to all non-seasonal Residential Customers and General Service < 50kW Customers receiving standard supply an equal monthly payment plan option as outlined in the Standard Supply Service Code (SSSC 2.6.2).

#### **2.4.4.3 – Estimated Billing:**

Where a smart meter or interval meter has been installed, a Distributor shall issue a bill to a Residential or General Service < 50 kW Customer based on an actual meter read.

Despite the above, to account for exceptional circumstances, a Distributor may issue a bill to a Residential or General Service < 50kW Customer with a smart meter or interval meter based on estimated consumption twice every 12 months.

#### **2.4.4.4 - Billing Errors**

When a billing error has resulted in overbilling and Measurement Canada is not involved, the Customer shall be credited with the erroneously paid amount for a period not exceeding two (2) years, starting from the date that can be reasonably proven when the problem/condition began. If the billing error is not a result of the Distributor's standard documented billing practices, the Distributor shall pay interest on the amount credited to the Customer, equal to the rate as dictated by the Retail Settlement Code (RSC 7.7)).

The Customer shall be refunded the overbilled amount by either a credit to their account or by cheque. If there are outstanding arrears on the account, the Distributor 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 will normally be charged with the amount erroneously under billed for a period not exceeding two (2) years, in the case of a Customer who was not responsible for the error, or the duration of the defect for any proven cases of willful damage or Energy Diversion.

In the case of under billing, the Customer, upon request, may be permitted to re-pay the amount over a period of time mutually agreed by both the Distributor and the Customer, but, no longer than the duration of the error. In cases of overbilling, the Distributor shall refund the amount owed to the Customer upon the completion of the investigation and over a period of time mutually agreed to by

both the Distributor and the Customer, but, no longer than the duration of the error.

The Distributor will not charge interest on amounts owing due to billing errors, provided that the Customer was not aware of the defect or has not tampered with or damaged the metering installation. In cases where tampering has occurred, the interest charge will be at the discretion of the Distributor.

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.

#### **2.4.4.5 - Payment:**

A Distributor shall not treat a bill issued to a Customer as unpaid, and shall not impose any late payment or other charges associated with non-payment, until the applicable minimum payment period of 20 days from the date on which the bill was issued to the Customer has elapsed. See the Billing and Payment Policy, 5.02 for further information.

#### **2.4.4.6 – Method of Enforcement where Payment is Not Received:**

Failure to pay bills on the due date will result in the immediate implementation of the Distributor's Collection Policy which may lead to the discontinuation of electrical service.

For additional information on billing and payments, please refer to the Distributor's Billing and Payment Policy 5.02 and/or the Distributor's Collection Policy 5.05.

#### **2.4.5 Late Payment Charges & Other Charges**

Bills are rendered for distribution services and electrical energy used by the Customer.

Bills are due when rendered by the utility and are payable in full by the due date. A Customer may pay the bill without the application of a late payment charge up to a due date as specified in the Distribution System Code. This due date shall be identified clearly on the Customer's bill.

A late payment charge of 1.5% per month (representing an effective annual rate of 19.56% annually, or .04896% compounded daily rate) is applied to all accounts not paid by the due date. This charge is applied to any overdue amount, excluding final bills and arrears payment arrangements. If the Customer has made a partial payment on or before the due date, the late payment charge shall only apply to the amount of the bill outstanding at the due date, inclusive of arrears from previous billings.

Where payment is made by mail or at a financial institution, payment will be deemed to be made consistent with the requirements in the Distribution System Code.

A partial payment will be applied to any outstanding arrears before being applied to the current billing, unless special considerations have been made by the utility or the conditions of the Distribution System Code outlines an alternate process.

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued or limited. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.

The Distributor shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge may apply where the service has been disconnected due to non-payment.

The Customer will be required to pay additional charges for the processing of returned payments (ie. non-sufficient fund (N.S.F.) cheques, etc...).

A Customer Disconnected for non-payment will be required to pay a Reconnection fee. The Distributor requires that a Person over the age of eighteen (18) be at the Premise at the time of Reconnection. If a Distributor's representative arrives at the Premise and is not able to complete Reconnection because there isn't a Person over the age of eighteen (18) present, the request will be closed, and a Reconnection charge will be applied to the Customer's account. The Customer will be required to arrange Reconnection again, with a second Reconnection charge to be applied to the Customer's account when the Service Reconnection is completed.

## **2.5 Customer Information**

The Distributor reserves the right to request specific information from the Customer in order to facilitate the normal operation of its business. Failure of a Customer to supply such information may prevent the normal continuation of service.

The Retail Settlement Code as amended from time to time specifies the rights of Customers and their retailers to access current and historical usage information and related data and the obligations of Distributors in providing access to such information.

Under these requirements, the Distributor shall upon authorization by a Customer make the following information available to the Customer or the Retailer that provides electricity to a Customer connected to the Distributors' distribution system:

- The Distributors' account number for the Customer
- The Distributors' meter number for the meter or meters located at the Customer's service address
- The Customer's service address

- The date of the most recent meter reading
- The date of the previous meter reading
- Multiplied kilowatt-hours recorded at the time of the most recent meter reading
- Multiplied kilowatt-hours recorded at the time of the previous meter reading
- Multiplied kW for the billing period (if demand metered)
- Multiplied kVA for the billing period (if available)
- Usage (kWh's) for each hour during the billing period for interval-metered Customers
- An indicator of the read type (e.g., Distributor read, consumer read, Distributor estimate, etc.)
- Average distribution loss factor for the billing period

This information will be provided to the Customer/Retailer upon request twice per year at no charge. The Distributor may request a fee to recover costs for additional requests. A request is considered to be data delivered to a single address. Thus, a single request to send information to three locations is considered three requests.

The Distributor acknowledges that no confidential information regarding its' Customers shall be released to a third party without the expressed prior written consent of the Customer unless the request is rightfully received from the third party requesting the information, or the Distributor is legally required to disclose such information under the terms and in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31.

## **SECTION 3 CUSTOMER SPECIFIC**

### **3.1 Residential**

This section refers to the supply of electrical energy to Customers residing in residential dwelling units.

#### **3.1.1 General**

Energy is generally supplied as single phase, 3-wire, 60-Hertz, having a nominal voltage of 120/240 Volts.

There shall be only one Demarcation Point to a dwelling.

In circumstances where two existing services are installed to a dwelling, and one service is to be upgraded, the upgraded service will replace both of the existing services.

All new single-family homes will be required to install their primary and secondary service wires to the specifications contained within the Distributors' technical specification document.

Whether the method of supply will be overhead, or underground will be at the discretion of the Distributor. The Distributor will adhere to any existing regulations subject to requirements of authorities.

Unless specifically documented otherwise to the Customer, where the Distributor has taken ownership of such plant all services installed by the Distributor or by an approved contractor using approved materials, will be maintained by the Distributor.

#### **3.1.2 Early Consultation**

The Customer shall supply a completed Site Planning document and related information to the Distributor well in advance of installation commencement. The information shall be supplied in a manner requested by the Distributor at the time of the application.

#### **3.1.3 Standard Connection Allowance**

For the purposes of calculating Customer connection fees, the Basic Connection for Residential consumers is defined as 100-amp 120/240 volt overhead service.

The basic connection for each Customer shall include;

- i. Supply and installation of overhead distribution transformation capacity or an equivalent credit for transformation equipment
- ii. Up to 30 meters of overhead conductor or an equivalent credit for underground services.

In the case of an upgrade to an existing service, where the existing service is below the basic connection, the credit up to the basic connection will apply.

Secondary services exceeding the basic 30-meter length may require specific design approved by the Distributor to ensure power quality.

### **3.1.4 Variable Connection Fees**

Any requirements above the defined basic connection shall be subject to a variable connection charge to be calculated as the costs associated with the installation of connection assets above and beyond the basic connection. The Distributor may recover this amount from a Customer through a connection charge or equivalent payment.

### **3.1.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of the Distributor.

The Customer must obtain a Demarcation Point Location from the Distributor before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

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

#### **3.1.5.1 Secondary Service Connections**

The Point of Demarcation for residential services up to and including 400 amps is at the line side of the Meter Base for Underground services, and at the top of the stack for Overhead services, beyond which the Customer bears full responsibility for installation and maintenance.

The Point of Demarcation for residential services over 400 amps is at the secondary side of the transformer.

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

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

- (a) conductor terminations are inside the Customer's building
- (b) conductor is installed beyond the service entrance
- (c) conductor is connected to a Primary Service
- (d) conductor is a non-standard installation

### **3.1.5.2 Primary Service Connections**

For Primary Service, the Demarcation Point is the primary connection at the Distributor's Distribution system.

### **3.1.6 Supply Voltage**

A Residential building is supplied at one service voltage per unique service address or designated 911 address.

Depending upon the location of the building the supply voltage will be one of the following:

- 120/240 Volts 1 Phase 3 Wire
- 120/208 Volts 3 Phase 4 Wire
- 347/600 Volts 3 Phase 4 Wire

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

### **3.1.7 Access:**

At the Distributors discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributors' name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution plant.

### **3.1.8 Metering:**

The owner will supply and install a meter socket complete with collar acceptable to the Distributor and which meets the Ontario Electrical Safety Code. Meter sockets will be directly accessible to the Distributor and:

- Mounted 1.73 meters (5'- 8") from the finished grade to the center of the meter and, either on the exterior of the front of the building or, within 3 meters of the front of the building, at the discretion of the Distributor
- Installed ahead of (on the line side of) the main disconnect switch
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments
- If the meter is not to be installed on the actual building, it is important to contact the Distributor for specific location instructions prior to installation
- Remain accessible, safe, and maintainable

*For more details refer to section 2.3.7 in these Conditions of Service.*

### **3.1.9 Overhead Service**

The Owner will provide service equipment to both the Distributors' and Electrical Service Authority requirements, and be of sufficient height to maintain proper minimum clearances. The Owner's main switch and the overhead service conductors will be of compatible capacity.

### **3.1.10 Underground Service**

Underground secondary services will be installed at the Owners' expense, to the Distributor's specifications. The Owner's main switch and the underground service conductors will be of compatible capacity.

### **3.1.11 Street Townhouses and Condominiums:**

**NOTE:** Street Townhouses and Condominiums requiring centralized, bulk metering or suite metering will be covered under section 2.3.7.1.5, section 3.1.11.2 and section 3.2 of these Conditions of Service.

#### **3.1.11.1 Service Information:**

The Owner will enter into a Servicing Agreement with the Distributor, governing the terms and conditions under which the electrical distribution system and services will be designed and installed.

The Owner will provide all of the civil works to accommodate the Distributor and will pay the complete cost of the electrical distribution system, design and services.

- The distribution system and services shall be underground unless otherwise approved
- One service will be provided for each unit
- The nominal service voltage will be 120/240 volts, 1 phase, 3 wire
- The Distributor will approve the location of duct banks, service routings and meter bases



- Distribution plant shall not be installed until grade is at +/- 150 mm of final grade unless otherwise approved by the Distributor
- Street lighting will be to Municipal standards and installed at the Owner's expense

### **3.1.11.2 Metering:**

The Owner will supply and install meter sockets specified by the Distributor.

Multiple or grouped meter bases will be accepted only when prior approval has been given by the Distributor both as to type and proposed location. A completed meter verification form shall be provided to the Distributor prior to energization, and shall remain accessible, safe, and maintainable.

Meter sockets will be located on the exterior front wall of the units and will be directly accessible to the Distributor.

- Mounted on the front wall 1.73 meters (5' - 8") above finished grade to the center of the meter
- Installed ahead of (on the line side of) the main disconnect switch
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments
- If the meter is not to be installed on the actual building, it is important to contact the Distributor for specific location instructions prior to installation
- Maintain 1.3 meter clearance around the meter base

Normally the service will not be energized until the outside finish in the area of the revenue meter has been completed. If exceptions are made to this, then the general contractor will be responsible for ensuring that the meter is suitably protected while work is being done on the exterior wall adjacent to the meter. The general contractor will be entirely responsible for all costs for materials and labour for repairing or replacing a damaged meter. Meters must always remain fully accessible for reading, replacement, repair, and general maintenance. Customers and/or their contractors should contact the Distributor prior to enclosing meters and/or meter bases to ensure that safety and access are not compromised, or the Distributor may disconnect the service until remedial action, as determined by the Distributor, are undertaken.

### **3.1.12 Seasonal and Remote Dwellings:**

Due to the varied nature of Seasonal and Remote Dwellings some special arrangements may be required to service these locations. Arrangements will be made in such a manner to provide services such as restoring power, maintenance of equipment or new construction requests to water access or remote Customers, without endangering personnel or the public.

**3.1.12.1 Service Information:**

The Owner will enter into a Servicing Agreement with the Distributor, governing the terms and conditions under which the electrical distribution system services will be provided.

In the event of a power interruption, the Distributor will respond to and take reasonable steps to restore power. The Distributor reserves the right to claim and take any actions or legal proceedings for recovery or compensation as a result of costs due to inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever related to misidentification of power quality issues or outages by the customer or its contractor and/or subcontractors, suppliers, and/or or materialmen of any tier.

**3.1.12.2 Access:**

All operations performed by the Distributor and its agents shall be performed within the rules and regulations set out by the appropriate authorities including but not limited to: ESA, Ministry of Labour, Ministry of Transportation, etc.

- **Night crossings**

The Distributors' transportation equipment will not be used to cross any water ½ hour before sunset and ½ hour after sunrise due to safety concerns. It will be at the discretion of the Distributor whether they will board Customer owned transportation equipment in these circumstances.

- **Ice conditions**

Recognizing seasonal ice hazards, the Distributor reserves the right to suspend water passage during freeze up and spring thaw, as well as any such time deemed unsafe by the Distributor.

- **Severe weather conditions**

Recognizing that severe weather conditions may pose undue safety hazards, the Distributor reserves the right to postpone attempts to restore power until restoration can be performed in a safe manner.

**3.1.13 Inspection:**

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

*(Refer to section 2.1.4 for further inspection details)*

## **3.2 General Service (Below 50 kW)**

### **3.2.1 General**

This section refers to the supply of electrical energy to General Service Buildings requiring a connection with a connected load less than 50 kW, and Town Houses and Condominiums described in section 3.1.8 that require centralized bulk metering.

General Service buildings are defined as buildings that are used for purposes other than single-family dwellings.

### **3.2.2 Early Consultation**

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with the Distributor in the early planning stages to ascertain the Distributors' requirements.

The Owner shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment etc.

### **3.2.3 Basic Connection Charge**

All costs attributed to the connection of a new General Service Customer (Below 50 kW) shall be recovered either as part of the Distributor's revenue requirements or through a basic connection charge to the Customer.

### **3.2.4 Variable Connection Charge**

All costs associated with the installation of connection assets shall be subject to a variable connection charge. The Distributor may recover this amount from a Customer through a connection charge or equivalent payment. If an expansion of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

### **3.2.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of the Distributor.

The Customer must obtain a Demarcation Point Location from the Distributor before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

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

The Distributor shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by the Distributor will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense.

#### **3.2.5.1 Secondary Service Demarcations**

A General Service Customer Demarcation Point is at the secondary side of the transformer, or as otherwise set by the Distributor, beyond which the Customer bears full responsibility for installation and maintenance.

In some instances, where it is in the best interest of the operation of the distribution system, the Distributor may establish the Demarcation Point at the top of stack for overhead services or at the meter base for underground services.

The Demarcation Point might be located on an adjacent property. In such cases, a registered easement must exist.

#### **3.2.5.2 Primary Service Demarcations**

For Primary Service, the Demarcation Point is the primary connection at the Distributor's Distribution system.

For a General Service Customer, the Demarcation Point is at the primary connection at the Distributor's Distribution System, or as otherwise set by the Distributor, beyond which the Customer bears full responsibility for installation and maintenance of all assets excluding the transformer.

The Customer may or may not own the transformer, at the discretion of the Distributor.

### **3.2.6 Supply Voltage**

A General Service building is supplied at one service voltage per unique service address or designated 911 address.

Depending upon the location of the building the supply voltage will be one of the following:

- 120/240 Volts 1 Phase 3 Wire
- 120/208 Volts 3 Phase 4 Wire
- 347/600 Volts 3 Phase 4 Wire

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

### **3.2.7 Access:**

At the Distributor's discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributors' name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution equipment.

### **3.2.8 Metering:**

The owner will supply and install a meter socket complete with collar acceptable to the Distributor. Meter sockets will be directly accessible to the Distributor and unless otherwise specified during the early consultation process:

- Mounted 1.73 meters (5'-8") from the finished grade to the center of the meter and, either on the exterior of the front of the building or, within 3 meters of the front of the building, at the discretion of the Distributor
- Installed ahead of (on the line side of) the main disconnect switch, if 120/208 volt 3 Phase 4 Wire
- Installed behind (on the load side of) the main disconnect switch, if 347/600 volt 3 Phase 4 Wire
- Installed in a location, which is and will remain unobstructed by fences, hedges, expansions, sunrooms, porch enclosures, and any other impediments
- If the meter is not to be installed on the actual building, it is important to contact the Distributor for specific location instructions prior to installation
- Remain accessible, safe, and maintainable

*For more details, refer to section 2.3.7 in these Conditions of Service.*

### **3.2.9 Overhead Service:**

In circumstances where Commercial buildings cannot reasonably be supplied electrical energy by an underground service, the Distributor shall use its' sole discretion based on acceptable industry practices in establishing the specific requirements for the service installation.

### **3.2.10 Underground Service:**

Under normal circumstances, Commercial buildings are supplied electrical energy by an underground service through a single point of entry for each land parcel, at a location specified by the Distributor.

### **3.2.11 Supply of Equipment:**

The Distributor supplies, installs and maintains subject to the variable connection fee:

- Primary Switchgear
- Primary Transformation Equipment
- Meter and Secondary Metering Transformers

The Owner shall supply, install and maintain any additional equipment required for the connection beyond the point of Demarcation.

### **3.2.12 Inspection:**

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection.

The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

*(Refer to section 2.1.4 for further inspection details)*

## **3.3 General Service (Above 50 kW)**

### **3.3.1 General**

This section refers to the supply of electrical energy to General Service Customers requiring a connection with a connected load greater than 50 kW.

### 3.3.2 Early Consultation

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with the Distributor in the early planning stages to ascertain the Distributors' requirements.

The Owner shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment etc.

### 3.3.3 Basic Connection Charge

All costs attributed to the connection of a new General Service Customer (Above 50 kW) shall be recovered either as part of the Distributor's revenue requirements or through a basic connection charge to the Customer.

### 3.3.4 Variable Connection Charge

All costs associated with the installation of connection assets shall be subject to a "*variable connection charge*". The Distributor may recover this amount from a Customer through a connection charge or equivalent payment. If an expansion of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

### 3.3.5 Point of Demarcation

In all cases the final Demarcation Point will be the decision of the Distributor.

The Customer must obtain a Demarcation Point Location from the Distributor before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

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

The Distributor shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by the Distributor will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense

The Distributor reserves the right to direct the operations of any Customer owned switchgear connected to the distribution system including those located beyond the point of demarcation.

### **3.3.5.1 Secondary Service Connections**

A General Service Customer Demarcation Point for Customers above 50 kW is at the secondary side of the transformer, or as otherwise set by the Distributor, beyond which the Customer bears full responsibility for installation and maintenance.

In some instances, where it is in the best interest of the operation of the distribution system, the Distributor may establish the Delivery point at the top of stack for overhead services or at the meter base for underground services.

The location of the service entrance, routing of duct banks and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Owner's expense.

The Demarcation Point might be located on an adjacent property. In such cases, a registered easement must exist.

### **3.3.5.2 Primary Service Connections**

For GS > 50 kW class Customers, an electrical requirement in excess of 300 kVA may require a Customer owned substation. In some instances, primary metering may be required, in this instance the cost responsibility will be the Customer's. (Note: 300 kVA is the minimum threshold for a GS > 50 kW Customer class).

In General, the Demarcation Point for a General Service Customer with a primary connection is on the primary side of the transformer at the first available Distributor owned point of isolation, or as otherwise set by the Distributor. This delivery point might be located on an adjacent property from which the Distributor has an authorized easement. In all cases the final Demarcation Point will be the decision of the Distributor.

The location of the service entrance, termination poles, routing of duct banks, metering facilities, and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Owner's expense.

In some circumstances the owner may be required to construct a private pole line. Primary conductors will be terminated complete with cut-out(s) at the Demarcation Point by the Distributor at the owners' expense.

Where a private pole line is to be constructed by the Owner with an approved contractor, this shall be constructed to the Electrical Safety Authority and the Distributors' requirements.



Where the Customer wishes an underground supply, the Customer shall supply and install the underground cables and termination pole complete with primary switch, fuses and lightning arresters. The installation shall be subject to Electrical Safety Authority inspection and specific approval of the Distributor. The Customer owned termination pole must comply with items as prescribed by the Distributor.

At the Distributors' discretion, the Customers' underground service may be connected to a termination pole owned by the Distributor. In such cases, the Distributor shall supply and install at the Customers expense, any required primary switch, fuses, and lightning arrestors.

### **3.3.6 Supply Voltage**

A General Service building is supplied at one service voltage per unique service address or designated 911 address.

Depending upon the location of the building the supply voltage will be one of the following:

- 120/240 Volts 1 Phase 3 Wire
- 120/208 Volts 3 Phase 4 Wire
- 347/600 Volts 3 Phase 4 Wire

Depending upon the location of the building Primary supplies to transformers and Customer owned Sub-Stations will be one of the following as determined by the Distributor:

- 4,800/8,320 Volts 3 Phase 4 Wire
- 16,000/27,600 Volts 3 Phase 4 Wire
- 44,000 Volts 3 Phase 3 Wire

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

### **3.3.7 Access:**

At the Distributors discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributors' name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution plant.

**3.3.8 Metering:**

Meter installations will be directly accessible to the Distributor. The owner will consult with the Distributor well in advance of installation commencement to allow the Distributor time for proper planning and ordering of equipment.

*For more details, refer to section 2.3.7 in these Conditions of Service.*

**3.3.9 Overhead Service:**

In circumstances where Commercial buildings cannot reasonably be supplied electrical energy by an underground service, the Distributor shall use its' sole discretion based on acceptable industry practices in establishing the specific requirements for the service installation.

**3.3.10 Underground Service:**

Under normal circumstances, Commercial buildings are supplied electrical energy by an underground service through a single point of entry for each land parcel, at a location specified by the Distributor.

**3.3.11 Sub-transmission Service:**

The Owner will pay for the full cost of sub-transmission services and may in some circumstances be required to construct a private pole line. The Distributor will terminate sub-transmission conductors complete with live line loops and hardware at the Demarcation Point.

**3.3.12 Supply of Equipment:**

The Distributor supplies, installs and maintains subject to the variable connection fee:

- Primary Switchgear
- Primary Transformation Equipment
- Meter and Secondary Metering Transformers

The Owner shall supply, install and maintain any additional equipment required for the connection beyond the point of Demarcation.

**3.3.13 Short Circuit Capacity:**

The Owner shall ensure that the service entrance equipment has an adequate short-circuit interrupting capability.

### **3.3.14 Inspection:**

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection. The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

*(Refer to section 2.1.4 for further inspection details)*

## **3.4 General Service (Above 500 kW)**

### **3.4.1 General**

This section refers to the supply of electrical energy to General Service Services requiring a connection at a connected load greater than 500 kW.

### **3.4.2 Early Consultation**

Detailed regulations cannot be stated which would be applicable to all cases, therefore the Owner will consult with the Distributor in the early planning stages to ascertain the Distributors' requirements.

The Customer shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment, and coordination with ESA requirements, etc.

Note: Larger services may require approval by the ESA to ensure compliance with their design requirements. The Customer should contact the ESA early in the planning stages.

The Distributor will:

- *Advise the Customer of the suitability of the in-service date*
- *Arrange with the Customer for a Service Contract*
- *Review the submitted drawings; return one set to the Customer with comments and/or approval. If requested by the Distributor, the Customer shall resubmit the drawings where the comments are extensive and require major changes*
- *Specify the required main fuse link or relay setting for co-ordination with the system. In case of multiple transformer stations, a complete co-ordination study shall be submitted by the Customer for approval*
- *Make the final connection to the source of supply*
- *Determine metering requirements*

- *Advise the Transmitter of the particulars of the Customer owned substation*

### **3.4.3 Basic Connection**

All costs attributed to the connection of a new General Service Customer (Above 500 kW) shall be recovered either as part of the Distributor's revenue requirement or a basic connection charge to the Customer.

### **3.4.4 Variable Connection Charge**

All costs associated with the installation of connection assets shall be subject to a variable connection charge. The Distributor may recover this amount from a Customer through a connection charge or equivalent payment. If an expansion of the distribution system is required to facilitate a connection, the Distributor may need to perform an Economic Evaluation to establish the capital contribution required from the Customer. The Customer should review the attached Distribution Connection Process for further information.

### **3.4.5 Point of Demarcation**

In all cases the final Demarcation Point will be the decision of the Distributor.

The Customer must obtain a Demarcation Point Location from the Distributor before proceeding with the installation of any service. Failure to do so may result in the Demarcation Point having to be relocated at the Customer's expense.

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

The Distributor shall perform the maintenance or replacement of all underground looped cables that form part of the Distribution plant circuits. Following maintenance, surface restoration by the Distributor will include only soil, sod, gravel or asphalt.

Where damage can be shown to be the Owner's liability, maintenance and repair are at the Owners' expense

The Distributor reserves the right to direct the operations of any Customer owned switchgear connected to the distribution system including those located beyond the point of demarcation.

#### **3.4.5.1 Service Installation**

In General, the Demarcation Point for a General Service Customer with a demand of over 500 kW is

on the primary side of the transformer at the first available Distributor owned point of isolation, or as otherwise set by the Distributor. This delivery point might be located on an adjacent property from which the Distributor has an authorized easement. In all cases the final Demarcation Point will be the decision of the Distributor.

The location of the service entrance, routing of duct banks, metering facilities, and all other works will be established through consultation with the Distributor. Failure to comply may result in relocation of the service plant at the Owner's expense.

The Distributor will install overhead supply lines and required cut-outs to the first point of support on private property. The location of this support must be approved by the Distributor and shall be within 30 metres of the Distributors' existing overhead plant. All costs for materials and labour shall be at the Customers' expense.

The service pole or first point of support on private property shall be considered self-supported and shall be complete with suitable hardware for attaching the suspension insulators. The Customer shall be responsible for all costs associated with equipment, installation, and inspection.

Where the Customer wishes an underground supply, the Customer shall supply and install the underground cables and termination pole complete with primary switch, fuses and lightning arresters. The installation shall be subject to ESA inspection and specific approval of the Distributor. The Customer owned termination pole must comply with items as prescribed by the Distributor.

At the Distributors' discretion, the Customers' underground service may be connected to a termination pole owned by the Distributor. In such cases, the Distributor shall supply and install at the Customers expense, any required primary switch, fuses, and lightning arrestors.

When requested, the Customer shall make provision in the substation switchgear or transformer, for loop feeding the Distributors' supply cables via load interrupter switches.

In some instances, primary metering may be required.

### **3.4.6 Supply Voltage**

A General Service building will be supplied at only one service voltage per unique service address or designated 911 address.

General Service connections above 500 kW shall require a Customer owned substation (Note: 500 kW is the threshold for a GS > 500 kW Customer class).

Depending upon the location of the building, primary supplies to transformers and Customer owned Sub-Stations will be one of the following as determined by the Distributor:

- 4,800/8,320 Volts 3 Phase 4 Wire
- 16,000/27,600 Volts 3 Phase 4 Wire
- 44,000 Volts 3 Phase 3 Wire

The Owner shall make provision to take delivery at one of the nominal utilization voltages as specified by the Distributor. The Owner shall obtain prior approval from the Distributor for the use of any specific voltage at any specific location.

### **3.4.7 Access:**

At the Distributors discretion, service locations requiring access to adjacent properties (mutual drives, narrow side setbacks, etc.) will require the completion of an easement in the Distributors' name, or a "Letter of Permission" from the property owner(s) involved.

The Customer will provide unimpeded and safe access to the Distributor at all times for the purpose of installing, removing, maintaining, operating or changing metering and distribution plant.

Where the high voltage interrupting switches are located inside a building, a direct outside entrance to the switchgear room must be provided.

The outside door providing direct access to the transformer or switchgear room must be compliant with all applicable codes and requirements, and of a quality to be approved by the Distributor.

### **3.4.8 Metering:**

The owner will supply and install provisions for metering following the details outlined both in these Conditions of Service, and technical documents provided to the Customer during the consultation process.

*For more details, refer to section 2.3.7 in these Conditions of Service.*

### **3.4.9 Sub-transmission Service:**

The Owner will pay for the full cost of sub-transmission services and may in some circumstances be required to construct a private pole line.

The Distributor will terminate sub-transmission conductors complete with live line loops and hardware at the Demarcation Point.

### **3.4.10 Short Circuit Capacity:**

The Owner shall ensure that the service entrance equipment has an adequate short-circuit interrupting capability.

### 3.4.11 Drawings

Apart from the regular drawings submission to the ESA, the Customer shall provide two sets of the following drawings and details to the Distributor.

**Survey Plan:** prepared by an Ontario Land Surveyor, showing the property limits, registered plan and existing buildings or easements if any.

**Site Plan:** showing the location of the station relative to buildings, structures and set back from adjacent property lines. The site plan shall also include the exact location of existing Distributor owned plant and the proposed route of the incoming supply.

**Schematic or Single-Line Diagram:** indicating the major components of the station and their electrical ratings. Where additions or alterations are being made, these shall be clearly distinguished from unchanged portions of the installation.

**Electrical Details:** sufficient details shall be provided in order to enable fast processing and approval of the station drawings. The following represents the minimum data required.

- Plan, elevation and profile views of the station structure, switchgear, transformer(s), termination poles, duct banks, etc.
- Dimensions to clearly indicate the electrical, physical and working clearances as well as relative location of all equipment
- Pole or structure for dead-ending the Distributor lines shall be complete with suitable hardware for attaching the suspension insulators that will be supplied and installed by the Distributor
- Fencing arrangement
- Grounding details. (In the case of indoor metal enclosed switchgear, when the Distributor has operating control of any interrupter switches, the assembly shall further incorporate ground rod parking stands and stirrups per the Distributors Specifications.)
- Details of vault construction (if indoor substation).
- Manufacturer's drawings of metal-enclosed switchgear showing internal arrangement of equipment, clearances, means of access, interlocking and provision for personal safety. Where the Distributors' cables terminate in the switchgear, the Customer shall provide suitable terminators for the size and type of cable as specified by the Distributor

- When the Customer's switchgear is used for loop feeding the Distributors' supply cables, provision for padlocking the in and out load interrupter switches and the associated bay doors shall be required
- Indoor and outdoor switchgear assemblies shall contain a space heater and protective guard in each bay, along with thermostat(s), sized to promote air circulation and to prevent condensation from forming
- At the discretion of the Distributor, the Customer shall make provisions for a future system neutral connection to the Customer's dead-ending pole or structures installed by the Distributor. Where the Distributors' neutral terminates in the Customer's switchgear, the Customer shall provide a suitable connector on the ground bus for the size and type of cable specified by the Distributor

### 3.4.12 Supply of Equipment

As identified in Section 3.4.5 Point of Demarcation, once the Demarcation Point location has been approved by the Distributor, and prior to the Pre-Service Inspection, it is the Customer's responsibility to supply, install and maintain all required equipment to the Demarcation Point location.

### 3.4.13 Pre-Service Inspection

The Customer shall present to the Distributor a final "Pre-service Inspection Report" a minimum of 3 working days before connection can be affected.

The "Pre-Service Inspection Report" shall outline and document the results of all tests and inspection carried out on the substation components. The information contained in the report must be to the satisfaction of the Distributor before connection can be authorized.

The "Pre-Service Inspection Report" shall be required in case of:

- **New Substation:** *in which case all components of the substation shall be reported upon*
- **Modified substation:** *in which case all components of the substation shall be reported upon*

Prior to connection of the service the Distributor requires notification from the Electrical Safety Authority that the electrical installation has been inspected and approved for connection.

Provision for metering shall be inspected and approved by the Distributor prior to connection.



The Distributor or Distributor-approved Contractor generally installs all services. All work done shall be as per the specifications of the Distributor and subject to inspection by the Distributor.

*(Refer to section 2.1.4 for further inspection details)*

## **3.5 Distributed Energy Resources (DER) Facilities**

### **3.5.1 General**

The proponent shall provide the Distributor with proof of compliance of the regulators' registration requirements, permits and inspections as required, including ESA and Licenses as appropriate.

The Distributor shall collect costs reasonably incurred with making an offer to connect a project from the entity requesting the connection. Costs reasonably incurred include but are not limited to costs associated with:

- Preliminary review for connection requirements (Connection Impact Assessment and/or System Impact Assessments if required)
- Detailed study to determine connection requirements (Cost of Connection)
- Final proposal to the proponent
- Connection costs for construction or make ready work for the distribution system as per the cost allocation methods in the Distribution System Code (DSC)

A proponent that is or wishes to become connected to the Distributors' distribution system shall enter into a Connection Agreement with the Distributor as prescribed in Appendix E of the DSC.

A proponent shall ensure that a disconnection method suitable to the Distributor is installed to provide visible isolation of the project. If damage or increased operating costs result from a connection with a project, the proponent shall reimburse the Distributor for these costs.

The proponent is responsible for providing suitable protection equipment to protect its plant and equipment from any adverse conditions on the Distributor and interconnected transmission systems such as reclosing, faults and voltage unbalance.

To incorporate the connection of the project to the distribution system, the line/feeder protection including settings and breaker reclosing circuits must be reviewed and modified if necessary, by the Distributor or transmission authority. This process may be complex and may require significant time.

Proponents submitting projects greater than 10 kW must submit a proposed single line diagram and protection scheme signed and sealed by a Professional Engineer in the Province of Ontario for review to the Distributor contact as identified by the Distributor.

The proponent shall not order the protection equipment and transformer until the station line diagram is reviewed and accepted by the Distributor.

The purpose of the Distributor review is to establish that the project's electrical interface design meets the Distributor requirements.

The protection schemes shall incorporate adequate facilities for testing/maintenance.

Negative phase sequence protection shall be installed where required, to detect abnormal system condition as well as to protect the project itself.

The proponent may be required to install remote transfer tripping, utility grade relays, etc. as deemed necessary by the Distributor or transmission authority system. The Distributor may request remote visibility to relays and remote terminal units to ensure compliance.

The proponent may be required to submit a Ground Potential Rise study for review by the Distributor, if telecommunications circuits are specified for remote transfer trip protection.

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in the most recent CHEC Generation Guide, Appendix E and Appendix F of the Distribution System Code. A copy of these documents can be obtained from the Distributor upon request.

The proponent in addition to the requirements of the host Distributor may be required to meet the conditions of upstream Distributors. The additional requirements will be communicated through the host Distributor.

### **3.5.2 Protection**

The proponent should provide protection systems to identify and disconnect to clear faults and conditions including but not limited to the:

- Transformer faults
- Internal faults
- Ground faults
- Phase faults
- Islanding & Abnormal conditions

The Proponent should provide adequate protections to detect and isolate project and station faults.

The protection system should be designed to provide full feeder coverage complete with a reliable DC supply. In some cases, redundancy in protection schemes may be required.

Depending on the size, type of project and point of connection, a Distributor may require the relaying system to be duplicated, complete with separate auxiliary trip relays and separately fused DC supplies to ensure reliable protection operation and successful isolation of the project.

### **3.5.3 Maintenance**

The proponent shall have a regular scheduled maintenance plan to assure the Distributor that all connection devices and protection & control systems are maintained in good working order. These provisions shall be included in the Connection Agreement. A complete copy of the inspection report shall be delivered to the Distributor within 30 days.

In developing a maintenance plan, the proponent should consider the following requirements:

- Qualified personnel should carry out all inspections and repairs
- Prior to completing any testing or repairs on the system the Distributor shall be contacted to coordinate the work
- Periodic tests should be performed on protection systems to verify that the system operates as designed. Testing intervals for protection systems should not exceed four (4) years for microprocessor-based systems and two (2) years for electro-mechanical based systems
- Isolating devices at the point of connection should be operated at least once per year
- The project facility should be inspected visually at least once per year to note obvious maintenance problems such as broken insulators or other damaged plant
- Any deficiencies identified during inspections shall be noted and repairs scheduled as soon as possible, with timing dependent on the severity of the problem, due diligence concerns (of both the Distributor and the Proponent) and financial and material requirements. The Distributor shall be notified of any deficiencies involving critical protective equipment
- The Distributor shall be provided with copies of all relevant inspection and repair reports that may affect the protection and performance of the Distributors' systems. The Distributor has the right to witness any relevant test being performed by the proponent
- Testing & inspection requirements specified by the Distributor

### **3.5.4 Post Connection Changes**

Any changes to the system after the initial connection will be communicated to the Distributor prior to implementation.

Where any of these proposed changes alter the protection associated with the installation the Distributor will be provided with sufficient information to allow review of the protection scheme and the potential impacts on the distribution system.

Where the Customer makes changes which result in the need for additional studies, protection changes or alterations to the distribution system the Customer will be responsible for the costs incurred by the Distributor as allowed by the various codes and regulations.

### **3.5.5 Micro-Embedded Generation**

The following are the minimum requirements for Micro-Embedded Generation. The Distributor may require other information.

A Distributor shall require a person that applies for the connection of a Micro-Embedded Generation facility to the Distributor's distribution system to provide, upon making the application, the following information:

- The name-plate rated capacity of each unit of the proposed generation facility and the total name-plate rated capacity of the proposed generation facility at the connection point
- The fuel type of the proposed generation facility
- The type of technology to be used
- The location of the proposed generation facility including the address and account number with the Distributor, where available

Reference: A Customer considering a generation project can find additional information on the technical and administrative requirements in the most recent CHEC Generation Guide and Appendix E and Appendix F of the Distribution System Code. A copy of these documents can be obtained from the Distributor upon request.

## **3.6 Embedded Market Participant**

An Embedded Market Participant shall provide the Distributor with proof of compliance of IESO registration requirements, and appropriate Licenses.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other license or participant obligations, these Conditions of Service shall take precedence.

The Embedded Market Participant must meet at a minimum, the standards as set out in these Conditions of Service in order to connect to the Distributors' distribution facilities.

### **3.7 Embedded Distributor**

An Embedded Distributor shall provide the Distributor with proof of compliance of IESO and OEB registration Requirements, and appropriate Licenses.

Where the Conditions of Service of this Distributor exceed the technical requirements of any other license or participant obligations, these Conditions of Service shall take precedence.

The Embedded Distributor must meet at a minimum, the standards as set out in these Conditions of Service in order to connect to the Distributors' distribution facilities.

Metering requirements of the Embedded Distributor shall be at the discretion of the Host Distributor.

### **3.8 Unmetered Scattered Load (Miscellaneous Small Services)**

This section pertains to the supply of electrical energy for Street Lighting, Traffic Signals, Bus Shelters, Telephone Booths, Cable T.V. Amplifiers, Decorative Street Lighting, Bill Boards, and other similar small loads.

These small services may be required to be metered by the Distributor.

To facilitate these installations the Distributor may have standard designs which are to be followed by parties requesting the attachment.

In addition, any attachments made to the Distributor's system will be required to conform to Ontario Regulation 22/04 and Ontario Electrical Safety Code. The Distributor will provide direction to the Owner with respect to any special requirements under Regulation 22/04.

#### **3.8.1 Rights and Responsibilities:**

##### **Unmetered Customer Responsibilities:**

- Comply with the Distributor's requirements for new connections, which may require the signing of a formal agreement for services. Unmetered Customers cannot use power from the Distributor's Distribution system without written or implied consent from the Distributor.
- Comply with the requirements of the Distributor's standards for power quality and reliability and the Ontario Electrical Safety Code to ensure public safety. Where compliance is breached, the unmetered Customer may be billed for subsequent restoration costs, and/or may be permanently removed from the Distributor's electrical system.

- Retain all information provided to and by the Distributor per the terms outlined in this Conditions of Service. The Distributor may not retain record details for each unmetered service and thus will not be held responsible for any incomplete records.
- Install, operate, and maintain its secondary conductor from the Distributor's designated Supply Point to the intended load.
- Provide timely and accurate electrical profile, power quality and usage data to the Distributor as outlined in these Conditions of Service. Provision of data to the Distributor constitutes consent to the Distributor to share or release load detail, plus energy and demand data, however, the Customer's identity shall remain confidential.
- Accept energy consumption based on either 1) the maximum continuous calculated load, or 2) the results of a Distributor's meter analysis.
- Allow no external party to connect to its unmetered service or its unmetered secondary bus.
- Relocate, at the unmetered Customer's cost, the secondary conductors of an unmetered service to another designated Supply Point at the Distributor's request.
- Submit revised unmetered data that affects energy consumption and/or billing determinants to the Distributor within 30 days, or as otherwise specified by the Distributor.
- Understand that the unmetered connection facility is not intended for an unmetered Customer to generate back into the Distributor's distribution system. If an unmetered Customer has generation facilities, the connection shall meet the Distributor's specification(s) for standby generation.

**Distributor's Responsibilities:**

- Provide a service layout for each unmetered service location that identifies the Supply Point and prescribes any applicable Distributor's standards and conditions.
- Strive to make new unmetered service connections within 10 working days of having all Distributors' connection conditions met.
- Provide reasonable notice to the unmetered Customer should the Supply Point require relocation:
  - Planned Supply Point relocations - 90 day written notice
  - Emergency Supply Point relocations – when possible
- Ensure that unmetered service billing information accurately reflects calculated electrical consumption by unit, quantity, load profile and demand. Devices of the same class by type or load, where possible, can be grouped together and assigned the same billing determinants.

### 3.8.2 Process for Updating and Validating Data

A Distributor will strive to ensure that unmetered service billing information accurately reflects calculated electrical consumption by unit, quantity, load profile and demand, based on information supplied by the unmetered Customer. An unmetered Customer, at its cost, has the following options available for submitting data:

**New Unmetered Services** – Unmetered Customers shall provide the Distributor with electrical profile, power quality, and usage accuracy studies prior to new unmetered equipment being introduced to a Distributors electrical system. Acceptable examples for collecting and providing such data are:

- An in-house test plan (covering scope, applicability, conditions, quality control, measurement devices, timing, staff competencies, control documents, error resolution process, and external references) that meets the Distributors approval. Final results and report shall be signed and sealed by a Professional Engineer of Ontario
- A signed and sealed certified test report from the Standards Council of Canada, an ANSI compliant laboratory, or other similarly qualified laboratory having competencies in electrical equipment testing
- Having the Distributor meter specific unmetered nodes of their choice to determine accurate data. With the advent of Smart Metering the metering of actual consumption data is available and preferred by most Distributors

**Existing Unmetered Services** – Throughout the lifecycle of the unmetered service, unmetered Customers are required to submit updated and accurate data to the Distributor when it becomes known by the unmetered Customer or requested by the Distributor.

At the very least, the unmetered Customer must provide written notification to the Distributor by January 31<sup>st</sup> each year that no material changes to the technical data or number of unmetered service nodes has occurred.

### 3.8.3 General Billing Conditions:

An unmetered service is deemed to be “in-service” once it has been connected and energized by the Distributor. Once energized, the Distributor will bill the unmetered Customer based on the billing standards outlined in these Conditions of Service and/or by the Distributors billing policies.

Where possible, the unmetered Customer shall work with the Distributor to classify like energy devices such that similar devices can be consolidated to similar energy usage profiles for energy billing purposes. When requested by the Distributor, the unmetered Customer shall consolidate their separate unmetered billing accounts down to at least the number of similar energy profile classifications. Security deposits, billing, and payment options are handled as specified in these Conditions of Service and/or by the Distributor’s billing policies.

Unmetered Customers are responsible for ensuring their electrical consumption is accurate on an ongoing basis. The Distributor encourages voluntary data disclosure to ensure data quality and billing accuracy is maintained. Upon the Distributors receipt of updated unmetered load data, the Distributor shall have a period of up to 90-days to review and adjust its billing determinants.

To ensure the quality of unmetered data, the Distributor encourages the unmetered Customer to cooperate in a joint audit, at a minimum interval of every 5 years, or earlier upon written notice from the Distributor. Unmetered Customers who participate in a joint audit will be responsible for their associated audit costs.

If the unmetered Customer provides the Distributor with poor unmetered data (i.e.: not to audit standards, no data, late data, etc.) a unmetered Customer shall be responsible to pay the Distributor for verification, data correction and usage costs for the duration the unmetered connection has been energized on the Distributor's system.

In the event that the Distributor or the unmetered Customer identify or cause a billing error, the Distributor will rectify the matter consistent with the policies outlined in these Conditions of Service and/or the Distributor's billing policies.

Billing of the energy and fixed charges will continue until the Distributor has been duly notified and the unmetered service has been permanently removed from the Distributor's electrical system.

Failure to comply with any of the above USL requirements could result in disconnection from the distribution system as per these Conditions of Service and/or the Distributors Disconnection/Reconnection Policy. Reconnection to the system would be subject to the reconnection requirements and costs as outlined in these Conditions of Service and/or the Distributors Disconnection / Reconnection policy.

#### **3.8.4 Record Retention:**

The unmetered Customer shall retain information provided to and by the Distributor for a minimum period of seven years while the unmetered service is energized on the Distributors electrical system. Once the service has been permanently removed, the retention period shall be a minimum of two years.

The retained information shall include yet, not be limited to, the information outlined above, and any other relevant correspondence or agreements regarding the unmetered account including the associated service connections and load.

The unmetered Customer who fails to retain such records shall be responsible for costs related to the Distributor researching and reconstructing such missing information.



### **3.8.5 General**

At the discretion of the Distributor, the service voltage will be:

- 120/240 volts, single phase three wire
- 120 volts, single phase two wire
- 120/208 volts, three phase, four wire
- 347/600V three phase, four wire

The method and location of the supply will vary based on the conditions present on the Distributors' plant and will be established for each application through consultation with the Distributor.

Where specified by the Distributor during the Early Consultation process, the Customer will provide underground ducts to the Distributor's specifications.

The Owner shall be responsible for all costs associated with the supply and installation of service conductors.

The Distributor will install required transformation and may charge the Owner the cost.

Prior to energization of a service the Distributor will require notification from the ESA that the installation has been inspected and approved for connection.

The Owner will be required to maintain any equipment in proper and safe working order. Where the equipment is found to be in disrepair or present a hazard the Distributor may disconnect, remove and charge the costs to the owner.

### **3.8.6 Early Consultation**

The Owner shall supply a completed Electrical Planning Requirements Form to the Distributor well in advance of installation commencement to allow the Distributor time for proper planning, ordering of equipment etc. Information required includes:

- Required in-service date
- Requested Service Entrance Capacity and voltage rating of the service entrance equipment
- Locations of other services, gas, telephone, water and cable TV
- Survey plan and site plan indicating the proposed location of the service equipment with respect to public rights-of way and lot lines

The Distributor after reviewing the information provided may require the owner to provide further information or approved drawings signed by a Professional Engineer ensuring that the installation is consistent with the requirements of Regulation 22/04.

### **3.8.7 Street Lighting**

Where the street lighting is installed, owned and maintained by the Municipality or a third party, a Joint Use Agreement may be required for attachment to the Distribution system. Installations shall meet Ontario Regulation 22/04 and Ontario Electrical Safety Code. The owner will be required to ensure qualified personnel are engaged to work on the streetlight system and that the system is maintained in a manner as to not represent a hazard to the distribution system and the public.

Proper records of the street light system shall be maintained by the owner to facilitate identification of equipment, appropriate record management and the ability to locate any underground plant associated with the system.

### **3.8.8 Traffic Signals**

Traffic Signals and Crosswalk Lights are owned and maintained by the applicable road authority. Any traffic signals and crosswalk lights, if attached to the distribution system will be required to be in compliance with Regulation 22/04.

### **3.8.9 Bus Shelters**

Bus Shelter Lighting is owned and maintained by the Customer.

### **3.8.10 Decorative Street Lighting**

Such installations could be lighting for festive occasions or "*neighbourhood character*" street-scaping and are typically owned and maintained by the Customer.

Where such lighting represents a barrier to distribution system maintenance the Distributor may remove to facilitate work on the system in a safe manner. The owner will be responsible for reinstalling any equipment removed by the Distributor.

## **3.9 Attachments to Distribution Plant**

The Distributor reserves the right to refuse any attachment to the Distribution Plant. Any attachments not approved will be removed by the Distributor at the owner's expense.

Customer attachments require written consent of the Distributor. Generally, consent will only be provided to licensed franchisees such as Bell Canada, Rogers Cable, and registered Telecom Companies. The Distributor reserves the right to refuse attachments to its poles.

Pole attachments will require a signed contract between the Distributor and the Customer. Each pole attachment is subject to a yearly joint use charge and installation must conform to Regulation 22/04. Requesting parties will be responsible for meeting the requirements of Regulation 22/04 and the associated costs. No Customer owned wires or apparatus are to be installed on the Distributor's poles prior to entering into a contract and confirming that the installation meets the requirements.

Where make ready work is required to accommodate the requested attachment the requesting party will be responsible for all costs associated with the make ready work.

To meet engineering, safety, congestion and aesthetic considerations only three locations are generally allowed for the attachment of support strands and communications cables in the communication space of the Distributor's poles. Each Customer requesting attachment in the communication space is allowed to install one support or communications cable only and this applies to all its associates as defined by the Ontario Business Corporation Act.

The owner of any third-party plant shall be responsible to maintain their plant in a safe and proper condition compliant with Regulation 22/04 and relevant standards including any specific Distributor Standards.

The owner of any third-party plant will be responsible for transfers of their plant in a timely manner as required by the Distributor.

### **3.9.1 Miscellaneous Attachments**

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

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

### **3.9.2 Joint Use Agreements**

This section pertains to owners of plant who wish to make attachments to the Distribution System which have a direct or indirect influence on the performance, appearance and safety of the support structure or the Distributor's ability to make access and maintain it. For greater clarity this section applies to companies such as communication companies, CATV companies, and municipalities, but may be extended to others interested in making attachments.

All construction, installation and maintenance of attachments by the third party will conform to Ontario Regulation 22/04 and follow the appropriate guidelines. The requirements of Regulation

22/04 provide direction on design, material standards, construction and verification of the installations.

To facilitate good construction and project planning and compliance with Regulation 22/04 any party requesting to make an attachment shall contact the Distributor in writing well in advance of the proposed installation date.

Prior to making any attachments the owner of the plant will be required to enter into a Joint Use Agreement with the Distributor or if a Joint Use Agreement has been previously entered into, to follow the process for new attachments or modifications to existing attachments as specified in the Joint Use Agreement.

The owner of any third-party plant shall be responsible to maintain their plant in a safe and proper condition compliant with Regulation 22/04 and the conditions of the Joint Use Agreement.

## SECTION 4 GLOSSARY OF TERMS

**“Basic Connection”** means a new residential 100A overhead, single-phase, secondary service including transformation capacity, standard metering, 30 meters of overhead conductor.

**“Board”** means the “Ontario Energy Board” (OEB).

**“Bulk Meter”** means a revenue class Measurement Canada approved meter and/or installation that is used as a single point of measurement which the Distributor 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.

**“Conditions of Service”** means the document developed by the Distributor in accordance with subsection 2.3 of the Distribution System Code that describes the operating practices and connection rules for the Distributor.

**“Condominiums”** are located on common land, which is the property of a condominium corporation or is owned by the Owner of all of the units (rental property). These units usually front onto internal roads that are also privately owned.

**“Condominium Development”** is a structure or complex of structures each containing more than two residential units. A single residential Customer would occupy each unit and have direct outside access at ground level.

**“Connection”** means the process of installing and activating connection assets in order to distribute electricity.

**“Connection Agreement”** means an agreement entered into between a Distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to or from that connection.

**“Connection Assets”** means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a Distributors’ main distribution system and the ownership Demarcation Point with that Customer.

**“Connection Impact Assessment”** (CIA) is an analysis of an Energy Resource Facility’s impact to the Grid, outlining project feasibility, initial technical specifications, and the effect the project would have on the Grid. The CIA may be preliminary or detailed providing different level of information, options, and responsibilities. Any Customer changes to its information used for the CIA will require an application for a CIA revision.

**“Consumer”** means a person who uses, for the person’s own consumption, electricity that the person did not generate.

**“Customer”** means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility. This includes developers of residential or commercial sub-divisions.

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

**“Demand Meter”** means a meter that measures a consumer’s peak usage during a specified period of time.

**“Demarcation Point”** means the point at which the obligation of the Distributor ends and those of the Customer begin for the purposes of maintenance and repair of the distribution service.

**“Disconnection”** means a deactivation of connection assets, which results in cessation of distribution services to a consumer.

**“Distribute”**, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less.

**“Distributed Energy Resource”** means any type of electrical generator, battery storage and/or static inverter producing alternating current that has the capability of Parallel Operation with the Distributor distribution system or is designed to operate separately from the Distributor system and can supply a load that can also be fed by the Distributor system.

**“Distributed Energy Resource Facility”** is a proponent whose facility is not net-metered and is not directly connected to the IESO-controlled grid but may or may not be connected to a distribution system (ex. exporting or non-exporting load displacement).

**“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 a factor(s) by which metered loads must be multiplied such that when summed equal 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.

**“Distribution System”** means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose. A distribution system is comprised of the main

system capable of distributing electricity to many Customers and the connection assets used to connect a Customer to the main distribution system.

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

**“Distributor”** means a person who owns or operates a distribution system.

**“Economic Evaluation”** refers to the evaluation used to determine the net servicing cost based on the distributor’s standards for the Customer to which this applies.

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

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

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

**“Embedded Distributor”** means a Distributor who is not a wholesale market participant and that is provided electricity by a host Distributor.

**“Embedded Load Displacement Generation Facility”** means an embedded generation facility connected to the Customer side of the revenue meter where the generation facility does not inject electricity into the distribution system for the purpose of sale.

**“Embedded Market Participant”** 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, or that could adversely affect the reliability of the electricity system.

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

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

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

**“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.

**“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.

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

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

**“Host Distributor”** means the Distributor who provides electricity to an Embedded Distributor.

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

**“IESO-Controlled Grid”** means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation.

**“Interval meter”** 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 10MW or more.



**“Lies Along”** means a property can be connected to the Distributor distribution system without an expansion or enhancement, and meets the conditions listed in the Conditions of Service of the Distributor who owns or operates the distribution line.

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

**“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).

**“Medium Sized Embedded Generation Facility”** means an embedded generation facility with a name-plate rated capacity of less than 10 MW and:

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

**“Meter Service Provider (MSP)”** means any entity that performs metering services on behalf of a Distributor, Distributed Energy Resource Facility, or registered market participant.

**“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 Load Displacement Generation Facility”** means an embedded load displacement generation facility with a name-plate rated capacity of 10 kW or less.

**“Net Metering”** means a settlement process for Embedded Generation behind a Load Customer meter as defined by Ontario Regulation 541/05.

**“Offer to Connect”** means the Distributor’s specific requirements for a Customer to connect to their Distribution System.

**“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.

**“Operational Demarcation Point”** means the physical location at which a Distributors’ responsibility for operational control of distribution equipment including connection assets ends at the Customer.

**“Ownership Demarcation Point”** means the physical location at which a Distributors’ ownership of distribution equipment including connection assets ends at the Customer.

**“Point of Supply”** with respect to an embedded generation facility, means the connection point where electricity produced by the generation facility is injected into a distribution system.

**“Proponent”** a potential customer or stakeholder that submits project proposals for consideration by the Utility.

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

**“Rate Handbook”** means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of Distributor rates.

**“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 *Act or the Electricity Act*.

**“Regulation 22/04”** Electrical Distribution Safety: means the regulation made under the Electricity Act establishes objective based electrical safety requirements for the design, construction, and maintenance of electrical distribution systems owned by licensed Distributors.

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

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

**“Retail Settlement Code”** means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a Distributors’ obligations and responsibilities associated with financial settlement among retailers and Customers and provides for tracking and facilitating Customer transfers among competitive retailers.

**“Retailer”** means a person who retails electricity.

**“Service”** means the conductor and equipment for transferring electrical Energy between the Distributor’s Distribution System and the Customer’s premise.

**“Service Area”** with respect to a Distributor, means the area in which the Distributor is authorized by its license to distribute electricity.

**“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 1MW or less in the case of a facility connected to a 15 kV or greater line.

**“Smart Meter”** means a device that measures electrical energy use (kilowatt-hours, kWh) on an hourly or sub-hourly basis and is part of an integrated data management system. The meter records, stores and transmits date and time-stamped meter readings to a utility’s computer to facilitate Time-of-Use and Hourly billing. Smart meters may also include other capabilities and features to aid in load management and energy conservation.

**“Standard Offer”** means a settlement process for distribution connected Embedded Generation under contract for supply with the IESO.

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

**“Total losses”** means the sum of distribution losses and unaccounted for energy.

**“Townhouses”** are usually a free hold property, the land is owned by the individual Owners of each unit, fronting onto a municipal street.

**“Townhouse Development”** is a structure or complex of structures each containing more than two residential units. A single residential Customer would occupy each unit, and have direct outside access at ground level.

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

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

**“Transmit”** with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts.

**“Transmitter”** means a person who owns or operates a transmission system.

**“Unmetered Scattered Load”** means electricity consumption that is not metered and is billed based on estimated usage and its Load profile if it can be determined.

**“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 un-metered loads, energy theft and non-attributable billing errors.

**“Un-Metered Loads”** means electricity consumption that is not metered and is billed based on estimated usage.

**“Validating, Estimating and Editing (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.

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

## SECTION 5 POLICIES

### **POLICIES Relevant to Conditions of Service:**

The following CHEC standard policies provide additional information on a Distributor's processes. Please contact your Distributor to obtain the most recent copy of the policy:

[Policy 5.01 – Security Deposit Policy](#)

[Policy 5.02 – Billing and Payment Policy](#)

[Policy 5.03 – Low Income Policy](#)

[Policy 5.04 – Opening and Closing of Accounts Policy](#)

[Policy 5.05 – Collection Policy](#)

[Policy 5.06 – Disconnection/Reconnection Policy](#)

[Policy 5.07 – Customer Complaint Process Policy](#)

<b>Policy 5.01 – SECURITY DEPOSIT POLICY</b>	<b>Version 2.0</b>
	<i>Created: March 2017</i> <i>Latest Revision: April 2020</i>

#### 5.01.01 – PURPOSE:

This policy describes the terms and conditions distributors will use for collection, maintaining and returning customer security deposits while complying with the applicable legislation and codes.

#### 5.01.02 – POLICY STATEMENT:

A distributor will comply with the deposit requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook but may waive these requirements in favor of a customer or potential customer.

#### 5.01.03 – MINIMUM REQUIREMENTS:

A distributor's security deposit policy shall include at a minimum the following:

- a list of all potential types/forms of security accepted
- a detailed description of how the security is calculated
- limits on the amount of security required
- the planned frequency, process and timing of updating security
- a description of how interest payable to customers is determined
- criteria customer must meet to have security deposit waived and/or returned; and
- methods of enforcements where a security deposit is not paid (*Ref: DSC 2.4.6.1*)

In managing customer non-payment risk, a distributor shall not discriminate among customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code (*Ref: DSC 2.4.6.2*).

#### 5.01.04 – CRITERIA FOR WAIVER OR RETURN OF SECURITY DEPOSIT:

The distributor may require a security deposit from a customer who is not billed by a competitive retailer under retailer-consolidated billing unless the customer has a good payment history of:

- 1 year in the case of a residential customer
- 3 Years in the case of a non-residential customer in < 50 kW rate class
- 7 years in the case of a non-residential customer in any other rate class

The time period that makes up the good payment history must be the most recent period of time and some of the time period must occur in the previous 24 months. A distributor shall provide a customer with the specific reasons for requiring a security deposit from the customer (*Ref: DSC 2.4.9*).

A residential customer who has not had an account with InnPower in the previous 24 months will be given the option of enrolling in an equal payment plan in accordance with the Standard Supply System Code or enrolling in a pre-authorized payment plan in order to waive the request of a security deposit in accordance with the guidelines set out in the DSC 2.4.9B..

A customer is deemed to have a good payment history, unless, during the relevant time period:

- the customer has received more than one disconnection notice from the distributor
- more than one cheque given to the distributor by the customer has been returned for insufficient funds
- more than one pre-authorized payment to the distributor has been returned for insufficient funds
- a disconnection/collection trip has occurred
- a distributor had to apply a security deposit to the arrears on the account and required the customer to repay the security deposit

If any of the preceding events occur due to an error by the distributor, the customer's good payment history shall not be affected (*Ref: DSC 2.4.10*).

The distributor shall not require a security deposit where:

- the customer provides a letter from another electricity distributor or gas distributor in Canada confirming a good payment history with that distributor for the most recent relevant time period, where some of the time period which makes up the good payment history has occurred in the previous 24 months; or,
- a customer, other than a customer in a >5,000 kW demand rate class, that provides a satisfactory credit check made at the customer's expense (*Ref: DSC 2.4.11*).

#### **5.01.05 – METHOD OF CALCULATION AND LIMIT OF SECURITY DEPOSIT:**

The maximum amount of the security deposit which a distributor may require a customer to pay shall be calculated by multiplying the distributors billing cycle factor and the customer's estimate bill (which shall be based on the customer's average monthly load with the distributor during the most recent 12 consecutive months within the past two years).

Where relevant usage information is not available for the customer for 12 consecutive months within the past two years or the billing system is not capable of making the calculation, the customer's

average monthly consumption/load shall be based on a reasonable estimate made by the distributor (Ref: DSC 2.4.12).

Where a non-residential customer in any rate class other than a <50kW demand rate class has a credit rating from a recognized credit rating agency, the maximum amount of the security deposit required by the distributor shall be reduced in accordance with the following table (Ref: DSC 2.4.13):

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

A distributor may in its discretion reduce the amount of a security deposit which it requires a customer to pay for any reason including where the customer pays under an interim payment arrangement and where the customer makes pre-authorized payments (Ref: DSC 2.4.15).

The “**Billing Cycle Factor**” is 2.5 if the customer is billed monthly, 1.75 if the customer is billed bi-monthly and 1.5 if the customer is billed quarterly (Ref: DSC 2.4.16).

Where a customer, other than a residential electricity customer, has a payment history which discloses more than one disconnection notice in a relevant 12 month period, the distributor may use that customer’s highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of the security deposit (Ref: DSC 2.4.17).

#### 5.01.06 – FORM OF SECURITY DEPOSIT:

**Residential** – The form of payment of a security deposit for a residential customer shall be cash or cheque at the discretion of the customer or such other form as is acceptable to the distributor (Ref: DSC 2.4.18).

**General Service** – The form of payment of a security deposit for a non-residential customer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the *Bank Act 1991*, S. C. 46, at the discretion of the customer. The distributor may also accept other forms of security such as surety bonds and third party guarantees (Ref: DSC 2.4.19).

The distributor shall permit the customer to provide a security deposit in equal instalments paid over a period of at least four months. A customer may, in its discretion, choose to pay the security deposit over a shorter period of time (Ref: DSC 2.4.20).



Despite the above, a distributor shall permit a residential customer to provide a security deposit in equal installments paid over a period of at least 6 months, including where a new security deposit is required due to the distributor having applied the existing security deposit against amounts owing. A customer may elect to pay the security deposit over a shorter period of time (*Ref: DSC 2.4.20A*).

#### **5.01.07 – INTEREST PAYABLE:**

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by the distributor. The interest shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly. The interest accrued shall be paid out at least once every 12 months, on return or application of the security deposit, or closure of the account, whichever comes first, and may be paid by crediting the account of the customer or otherwise (*Ref: DSC 2.4.21*).

#### **5.01.08 – PLANNED FREQUENCY, PROCESS AND TIMING OF UPDATING SECURITY DEPOSITS:**

The distributor shall review every customer's security deposit at least once every calendar year to determine whether the entire amount of the security deposit is to be returned to the customer or adjusted based on a re-calculation of the maximum amount of the security deposit (*Ref: DSC 2.4.22*).

**Residential Customer** – Where a residential customer has paid a security deposit in instalments, a distributor shall conduct a review of the customer's security deposit in the calendar year following the first anniversary of the initial instalment and thereafter at the next review as required by this policy (*Ref: DSC 2.4.22A*).

A distributor shall respond promptly to a customer who, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that the distributor undertake a review to determine whether the entire amount of the security deposit is to be returned to the customer as the customer is now in a position that it would be exempt from paying a security deposit or whether the amount of the security deposit is to be adjusted based on a recalculation of the maximum amount of the security deposit (*Ref: DSC 2.4.23*).

**Residential Customer** – Where a residential customer has paid a security deposit in instalments, the customer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid (*Ref: DSC 2.4.23A*).

Where the distributor determines in conducting a review that some or all of the security deposit is to be returned to the customer, the distributor shall promptly return this amount to the customer by crediting the customer's account or otherwise.

**>5000kW** – In the case of a customer in a >5000 kW demand rate class, where the customer is now in a position that it would be exempt from paying a security deposit, the distributor is only required to return 50% of the security deposit held by the distributor.

Where the distributor determines in conducting a review that the maximum amount of the security deposit is to be adjusted upward, the distributor may require the customer to pay this additional amount at the same time the customer's next regular bill comes due (*Ref: DSC 2.4.25*).

**Residential** – Where a residential electricity customer is required to adjust the security deposit upwards, a distributor shall permit the customer to pay the adjustment amount in equal installments paid over a period of at least 6 months. A customer may elect to pay the security deposit over a shorter period of time (*Ref: DSC 2.4.25A*).

A distributor shall promptly return any security deposit received from the customer upon closure of the customer's account, subject to the distributor's right to use the security deposit to off-set other amounts owing by the customer to the distributor. The security deposit shall be returned within six weeks of the closure of an account (*Ref: DSC 2.4.26*).

**Residential** – A distributor shall not issue a disconnection notice to a residential customer for non-payment unless the distributor has first applied any security deposit held on account for the customer against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing (*Ref: DSC 2.4.26A*).

**Residential** – Where a distributor applies all or part of a security deposit to off-set amounts owing by a residential customer, the distributor may request that the customer repay the amount of the security deposit that was so applied. The distributor shall allow the residential customer to repay the security deposit as per the requirements of this policy (*Ref: DSC 2.4.26B*).

A distributor shall apply a security deposit to the final bill prior to the change in service where a customer changes from SSS to a competitive retailer that uses retailer-consolidated billing or a customer changes billing options from distributor-consolidated billing to split billing or retailer-consolidated billing. A distributor shall promptly return any remaining amount of the security deposit to the customer. A distributor shall not pay any portion of a customer's security deposit to a competitive retailer. Where a change is made from distributor-consolidated billing to split billing, a distributor may retain a portion of the security deposit amount that reflects the non-payment risk associated with the new billing option (*Ref: DSC 2.4.27*).

Where all or part of a security deposit has been paid by a third party on behalf of a customer, the distributor shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:

- the third party paid all or part (as applicable) of the security deposit directly to the distributor
- the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that the distributor return all or part (as applicable) of the security deposit to it rather than to the customer
- there is not then any amount overdue for payment by the customer that the distributor is permitted by this Code to offset using the security deposit (*Ref: DSC 2.4.28*)

The following customers shall be deemed to be residential customers:

- a. seasonal customers who are not classified as general service customers; and
- b. customers of a distributor with a farm rate class who have farms with a dwelling that is occupied as a residence continuously for at least 8 months of the year, where the customer has a < 50 kW demand (*Ref: DSC 2.4.29*).

A customer that is a corporation within the meaning of the *Condominium Act*, 1998 who has an account with a distributor that:

- a. relates to a property defined in the *Condominium Act*, 1998 and comprised predominantly of units that are used for residential purposes
- b. relates to more than one unit in the property

shall be deemed to be a residential customer provided that the customer has filed with the distributor a declaration in a form approved by the Board attesting to the customer's status as a corporation within the meaning of the *Condominium Act*, 1998 (*Ref: DSC 2.4.30*).

#### **5.01.09 – METHOD OF ENFORCEMENT WHERE SECURITY DEPOSIT IS NOT PAID:**

Failure to pay the security deposit as required will result in the immediate implementation of the distributor's Collection Policy which may lead to the discontinuation of electrical service.

#### **5.01.10 – RESPONSIBILITIES:**

Distributor management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.

<b>Policy 5.02 – BILLING AND PAYMENT POLICY</b>	<b>Version 2.0</b>
	<i>Created: March 2017 Latest Revision: April 2020</i>

**5.02.01 – PURPOSE:**

This policy describes the terms and conditions distributors will use for billing and receiving payments on customer accounts while complying with the applicable legislation and codes.

**5.02.02 – POLICY STATEMENT:**

A distributor will comply with the billing and payment of account requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

**5.02.03 – FREQUENCY AND NOTICE OF CUSTOMER RECLASSIFICATION AND NOTICE OF kVA BILLING:**

A distributor shall, at least once in each calendar year, review each non-residential customer's rate classification to determine whether, based on the rate classification requirements set out in the distributor's rate order, the customer should be assigned to a different rate class. Other than at the request of the non-residential customer a distributor may not change a non-residential customer's rate classification more than once in any calendar year (*Ref: DSC 2.5.1*).

A distributor shall review a non-residential customer's rate classification upon being requested to do so by the customer to determine whether, based on the rate classification requirements set out in the distributor's rate order, the customer should be assigned to a different rate class. A distributor is not required to respond to more than one such customer request in any calendar year (*Ref: DSC 2.5.2*).

A distributor may review a non-residential customer's rate classification at any time if the customer's demand falls outside the upper or lower limits applicable to the customer's current rate classification for a period of five consecutive months (*Ref: DSC 2.5.3*).

A distributor shall review a non-residential customer's rate classification upon being requested to do so by the customer at any time if the customer's demand falls outside the upper or lower limits applicable to the customer's current rate classification for a period of five consecutive months (*Ref: DSC 2.5.4*).

Where a distributor assigns a non-residential customer to a different rate class as a result of a review initiated by the distributor, the distributor shall give the customer written notice of the

reclassification no less than one billing cycle before the reclassification takes effect for billing purposes (*Ref: DSC 2.5.5*).

A distributor that charges a non-residential customer on the basis of 90% of the kVA reading of the customer's meter rather than on the basis of the kW reading of the customer's reading shall include on all bills issued to that customer a message to the effect that billing is based on 90% of the kVA reading (*Ref: DSC 2.5.6*).

#### **5.02.04 – BILLING CYCLE:**

A distributor shall issue a bill to each non-seasonal residential customer and each general service < 50kW customer on a monthly basis (*Ref: DSC 2.6.1A*)

Despite any other provision of this policy and despite the billing cycle that would otherwise be applicable based on the distributor's normal practice as documented in its Conditions of Service, in managing customer non-payment risk a distributor may:

- a) bill a customer on a bi-weekly basis, if the value of that customer's electricity bill over 12 consecutive months falls between 51% and 100% of the distributor's approved distribution revenue requirement over that 12-month period
- b) bill a customer on a weekly basis, if the value of that customer's electricity bill over 12 consecutive months exceeds 100% of the distributor's approved distribution revenue requirement over that 12-month period

For the purposes of determining whether this section applies in relation to a Customer, a distributor may consider the value of the customer's electricity bill in the 12-month period preceding the coming into force of this section. (*Ref: DSC 2.4.32*).

A distributor shall not bill a customer in on a bi-weekly or weekly basis unless the distributor has given the customer at least 42 days' notice before issuance of the first bi-weekly or weekly bill, as the case may be (*Ref: DSC 2.4.33*).

Where a distributor is billing a customer on a bi-weekly, weekly or some other negotiated basis, the distributor shall resume billing the customer in accordance with the billing cycle that would otherwise be applicable based on the distributor's normal practice as documented in its Conditions of Service if the value of that customer's annual electricity bill over 12 consecutive months falls below 51% of the distributor's distribution revenue over that 12-month period (*Ref: DSC 2.4.34*).

Where a distributor is billing a customer on a weekly basis, the distributor shall bill the customer as follows if the value of that customer's annual electricity bill over 12 consecutive months falls between 51% and 100% of the distributor's distribution revenue over that 12-month period:

- a) in accordance with the billing cycle that would otherwise be applicable based on the distributor's normal practice as documented in its Conditions of Service
- b) in accordance with bi-weekly or some other negotiated arrangement (*Ref: DSC 2.4.35*)

Despite any other provision of this Code, a distributor that intends to bill or is billing a customer on a bi-weekly or weekly basis may, in lieu of such billing, negotiate alternative arrangements with the customer, including in relation to a lesser frequency of billing or in relation to the giving or retention of security deposits (*Ref: DSC 2.4.36*).

#### **5.02.05 – ESTIMATED BILLING:**

Where a smart meter or interval meter has been installed, a distributor shall issue a bill to a residential or general service < 50 kW customer based on an actual meter read (*Ref: DSC 2.10.1*).

Despite the above, to account for exceptional circumstances, a distributor may issue a bill to a residential or general service < 50kW customer with a smart meter or interval meter based on estimated consumption twice every 12 months (*Ref: DSC 2.10.2*).

#### **5.02.06 - BILLING ERRORS:**

Billing errors will be resolved as indicated in the Retail Settlement Code, Section 7.7.

#### **5.02.07 – EQUAL MONTHLY PAYMENT PLAN:**

A distributor shall offer to all non-seasonal residential customers and general service <50kW customers receiving standard supply an equal monthly payment plan option in accordance with the rules in the Supply Standard Code. (*Ref: SSS 2.6.2*).

#### **5.02.08 – BILL REQUIREMENTS:**

A distributor shall include on each bill issued to a customer the date on which the bill is printed (*Ref: DSC 2.6.1*).

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

- if sent by mail, on the third day after the date on which the bill was printed by the distributor
- if made available over the internet, on the date on which an e-mail is sent to the customer notifying the customer that the bill is available for viewing over the internet
- if sent by e-mail, on the date on which the e-mail is sent

- if sent by more than one of the methods above, on whichever date of deemed issuance occurs last (*Ref: DSC 2.6.4*)

Except as may be permitted or directed by the Ontario Energy Board, a distributor shall not include on or with a bill submitted to a standard supply service customer any marketing information or promotional materials of or relating to a third party and that relate to electricity supply (*Ref: SSS 2.6.3*).

#### **5.02.09 – PAYMENT:**

Except as otherwise permitted by this policy, a distributor shall not treat a bill issued to a customer as unpaid, and shall not impose any late payment or other charges associated with non-payment, until a minimum payment period of 20 days from the date on which the bill was issued to the customer has passed (*Ref: DSC 2.6.2*)

A distributor may provide for longer minimum payment periods, provided that any such longer minimum payment periods are documented in the distributor's Conditions of Service (*Ref: DSC 2.6.3*).

A distributor shall apply the following rules for purposes of determining the date on which payment of a bill has been received from a customer:

- if paid by mail, three days prior to the date on which the distributor receives the payment
- if paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the customer's financial institution
- if paid by credit card issued by a financial institution, on the date and at the time that the charge is accepted by the financial institution (*Ref: DSC 2.6.5*)

**Residential** – Where a bill issued to a residential customer includes charges for goods or services other than electricity charges, a distributor shall allocate any payment made by the customer first to the electricity charges and then, if funds are remaining, to the charges for other goods or services (*Ref: DSC 2.6.6*).

The paragraph above does not apply to existing joint billing agreements until the renewal date of such agreements or 2 years, whichever comes earlier, and thereafter the provisions of the paragraph above will be deemed applicable (*Ref: DSC 2.6.6.1*).

Where payment on account of a bill referred to in the two paragraphs above are sufficient to cover electricity charges, security deposits and billing adjustments, the distributor shall not impose late payment charges, issue a disconnection notice or disconnect electricity supply (*Ref: DSC 2.6.6.2A*).

Subject to Paragraph 4, where payment on account of a bill referred to in Paragraph 3 and 4 is not sufficient to cover electricity charges, security deposits and billing adjustments, the distributor shall

allocate the payments in the following order: electricity charges, payments towards an arrears payment agreement, outstanding security deposit, under-billing adjustments and non-electricity charges (*Ref: DSC 2.6.6.2B*).

Where a customer requests that a payment be allocated in a manner other than the specified in those sections, the distributor may, but is not required to, allocate the payment in the manner requested. (*Ref: DSC 2.6.6.2C*).

#### **5.02.10 – COMPUTATION OF TIME:**

A distributor shall apply the following rules relating to the computation of time:

- where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens
- where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day
- where an act, other than payment by a customer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day
- where an act, other than payment by a customer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day
- receipt of a payment by a customer is effective on the date that the payment is made, including payments made after 5:00 p.m. (*Ref: DSC 2.6.7*)

#### **5.02.11 – METHOD OF ENFORCEMENT WHERE PAYMENT IS NOT RECEIVED:**

Failure to pay bills on the due date will result in the immediate implementation of the distributor's Collection Policy which may lead to the discontinuation of electrical service.

#### **5.02.12 – RESPONSIBILITIES:**

Distributor management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.



<b>Policy 5.03 – LOW INCOME POLICY</b>	<b>Version 1.0</b>
	Created: August 2019 Latest Revision: April 2020

#### 5.03.01 PURPOSE:

This policy describes the terms and conditions distributors will use for low-income customers while complying with the applicable legislation and codes.

#### 5.03.02 POLICY STATEMENT:

A distributor will comply with the low-income requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

#### 5.03.03 GENERAL:

For the purposes of the definition of “eligible low-income customer”, a residential electricity customer becomes an eligible low-income customer on the day the customer is approved for Emergency Financial Assistance, Low-income Energy Assistance Program (LEAP) or the Ontario Electricity Support Program (OESP), and remains an eligible low-income customer until the later of the following days:

- a) the day that is two years from the day the customer is approved for Emergency Financial Assistance
- b) the day that the customer stops receiving assistance under the OESP (*Ref: DSC 1.3.2*)

#### 5.03.04 SECURITY DEPOSIT:

A distributor shall not require a security deposit where a customer has been qualified as an eligible low-income customer and requests a waiver (*Ref: DSC 2.4.11(c)*).

When issuing a bill for a security deposit, the distributor shall advise a residential customer that the security deposit requirement will be waived for an eligible low-income customer upon request. The distributor shall notify the customer by means of a bill insert, bill message, letter or outgoing telephone message and shall include the distributor’s contact information where the customer can obtain further information and a referral to a Social Service Agency or Government Agency to review the customer’s low-income eligibility (*Ref: DSC 2.4.11.1*).

Where a distributor is advised by a Social Service Agency or a Government Agency that the agency is assessing the customer for eligibility as a low-income customer, the due date for payment of the

security deposit shall be extended for at least 21 days pending the eligibility decision of the Social Service Agency or Government Agency (*Ref: DSC 2.4.11.2*).

A distributor shall give notice to all residential customers, at least annually, that any residential customer that qualifies as an eligible low-income customer may request and receive a refund of any security deposit previously paid to the distributor by the customer, after application of the security deposit to any outstanding arrears on the customer's account (*Ref: DSC 2.4.23B*).

Where an eligible low-income customer requests a refund of a security deposit previously paid to a distributor by the customer, the distributor shall advise the customer within 10 days of the request that the balance remaining after application of the security deposit to any outstanding arrears will be credited to his or her account where the remaining amount is less than one month's average billing or, where the remaining amount is equal to or greater than one month's average billing, the customer may elect to receive the refund by cheque and the distributor shall issue a cheque within 11 days of the customer requesting payment by cheque (*Ref: DSC 2.4.23C*).

#### **5.03.05 EQUAL PAYMENT PLAN:**

A distributor shall offer to all non-seasonal residential customers and general service <50kW customers receiving standard supply an equal monthly payment plan option in accordance with the rules in the Supply Standard Code. (*Ref: SSS 2.6.2*).

#### **5.03.06 ARREARS PAYMENT AGREEMENT:**

Where an eligible low-income customer enters into an arrears payment agreement for the first time or subsequent to having successfully completed a previous arrears payment agreement as an eligible low-income customer, a distributor may require that the customer pay a down payment of up to 10% of the electricity charge arrears accumulated, inclusive of any applicable late payment charges but excluding other service charges. (*Ref: DSC 2.7.1.3*).

The arrears payment agreement shall allow the low-income electricity customer to pay all remaining "electricity charges" that are overdue for payment as well as the current bill amount if the customer elects to do so, after applying a security deposit, and the down payment including all electricity-related service charges that have accrued to the date of the agreement, over the following periods:

- in the case of an eligible low-income customer, a period of at least 8 months, where the total amount of the "electricity charges" remaining overdue for payment is less than or equal to 2 times the customer's average monthly billing amount (*Ref: DSC 2.7.2(c)*)
- in the case of an eligible low-income customer, a period of at least 12 months where the total amount of the "electricity charges" remaining overdue for payment exceeds 2 times the customer's average monthly billing amount and is less than or equal to 5 times the customer's average monthly billing amount (*Ref: DSC 2.7.2(d)*).

- in the case of an eligible low-income customer, a period of at least 16 months where the total amount of the “electricity charges” remaining overdue for payment exceeds 5 times the customer’s average monthly billing amount (Ref: DSC 2.7.2(e))

Where an eligible low-income customer defaults on more than two occasions in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, the distributor may cancel the arrears payment agreement (Ref: DSC 2.7.4.3).

The payment defaults must occur over a period of at least 2 months before the distributor may cancel the arrears payment agreement (Ref: DSC 2.7.4.4).

In the case of an eligible low-income customer, the distributor shall allow such a customer to enter into a subsequent arrears payment agreement upon successful completion of the previous arrears payment agreement on the following terms:

- i) If a second or subsequent arrears agreement is requested less than 12 months from the date of completion of the previous arrears payment agreement, then the standard arrears payment agreement terms applicable to all residential customers also apply to the eligible low-income customer
- ii) If a second or subsequent arrears agreement is requested 12 months or more from the date of completion of the previous arrears payment agreement, the eligible low-income customer shall be entitled to the arrears payment agreement terms set out in this policy (Ref: DSC 2.7.5.1)

The distributor is not required to waive any late payment charges, that accrue to the date of the arrears payment agreement but no further late payment charges may be imposed on an residential customer after he or she has entered into an arrears payment agreement with the distributor in respect of the amount that is the subject of that agreement (Ref: DSC 2.7.6A).

The distributor shall not disconnect the property of an eligible low-income customer, for failing to make a payment subject to an arrears payment agreement, unless the customer is in default, and the distributor has cancelled the arrears payment agreement (Ref: DSC 2.7.7).

#### **5.03.07 LOAD CONTROL:**

Where a distributor is notified by a Social Service Agency or Government Agency that the agency is assessing the customer for Emergency Financial Assistance, the distributor shall refrain from installing a load control device for a period of 21 days after receiving such notification (Ref: DSC 2.9.2).

A distributor may install a load control device at the customer's premises in lieu of disconnection (Ref: DSC 4.2.2(k2)).

#### **5.03.08 ADDITIONAL ASSISTANCE (PRIOR TO DISCONNECTION):**

A distributor that intends to disconnect the property of an eligible low-income customer for non-payment shall make reasonable efforts to contact, in person or by telephone, a residential customer to whom the distributor has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, the distributor shall advise that the following additional assistance may be available to an eligible low-income customer, along with contact information for the distributor where the customer can obtain further information about the additional assistance:

- i) a Board-prescribed arrears management program, a Board-prescribed equal monthly payment plan and other expanded customer service provisions, specifically for eligible low-income customers
- ii) a Board-approved Emergency Financial Assistance program administered through a social service agency or government agency (Ref: DSC 4.2.2(k1), DSC 4.2.2.4(f1))

#### **5.03.09 RESPONSIBILITIES:**

Distributor management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.

<b>Policy 5.04 – OPENING AND CLOSING OF ACCOUNTS POLICY</b>	<b>Version 7.0</b>
	<i>Created: August 2019</i> <i>Latest Revision: August 2019</i>

**5.04.01 PURPOSE:**

This policy describes the terms and conditions distributors will use for opening and closing customer accounts while complying with the applicable legislation and codes.

**5.04.02 POLICY STATEMENT:**

A distributor will comply with the opening and closing of account requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

**5.04.03 DISCLAIMER:**

Nothing in this policy is intended to void or cancel any existing binding agreements for service or any pre-existing agreements between landlords and distributors.

**5.04.04 OPENING OF ACCOUNTS:**

A distributor will require a customer to enter into a Connection Agreement with the distributor if the distributor believes that the customer has characteristics that require an explicit document to describe the relationship between the distributor and the customer (*Ref: DSC 6.1.3*). InnPower requires that an account application complete with the required documentation (ie. identification, business articles, etc...) be returned to our office to finalize the opening of a new account. The applicant must be over the age of eighteen (18) to enter into an agreement with InnPower.

**5.04.05 THIRD-PARTY REQUIREMENTS:**

Where a distributor opens an account for a property in the name of a person at the request of a third party, the distributor shall within 15 days of the opening of the account send a letter to the person advising of the opening of the account and requesting that the person confirm that he or she agrees to be the named customer. If the distributor does not receive confirmation from the intended customer, within 15 days of the date of the letter, the distributor shall advise the third party that the account will not be set up as requested (*Ref: DSC 2.8.1*).

The distributor is not required to send a letter advising of the opening of the account where the request to open the account is made in writing by the person's solicitor or person in possession of a valid Power of Attorney for the person (*Ref: DSC 2.8.1.1*).

Despite any other provision of this policy, with the exception of the parties mentioned in the paragraph above, where a distributor has opened an account for a property in the name of a person at the request of a third party, the distributor shall not seek to recover from that person any charges for service provided to the property unless the person has agreed to be the customer of the distributor in relation to the property (*Ref: DSC 8.2.2*).

For the purposes of this section, the requirement for an agreement in writing includes agreements in electronic form in accordance with the Electronic Commerce Act, 2000 (*Ref: DSC 2.8.4*).

For the purposes of this section, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for 24 months thereafter (*Ref: DSC 2.8.4A*).

Nothing in this section is intended to void or cancel any binding agreements for service existing as of the effective date of these amendments or any pre-existing agreements between landlords and distributors (*Ref: DSC 2.8.5*).

#### **5.04.06 INITIAL CONNECTION:**

A connection for a new service request for a low voltage (<750 volts) service must be completed within 5 business days from the day on which all applicable service conditions are satisfied, or at such later date as agreed to by the customer and distributor (*Ref: DSC 7.2.1*).

A connection for a new service request for a high voltage (>750 volts) service must be completed within 10 business days from the day on which all applicable service conditions are satisfied, or at such later date as agreed to by the customer and distributor (*Ref: DSC 7.2.2*).

In establishing its connection policy as specified in its Conditions of Service, and determining how to comply with its obligations under section 28 of the Electricity Act, a distributor may consider the following reasons to refuse to connect, or continue to connect, a customer:

- a) contravention of the laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code
- b) violation of conditions in a distributor's license
- c) materially adverse effect on the reliability or safety of the distribution system
- d) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system
- e) a material decrease in the efficiency of the distributor's distribution system;

- f) a materially adverse effect on the quality of distribution services received by an existing connection
- g) if the person requesting the connection owes the distributor money for distribution services, or for non-payment of a security deposit. The distributor shall give the person a reasonable opportunity to provide the arrears (*Ref: DSC 3.1.1*)

The Distributor has the right to request an inspection prior to any connection. All customer electrical installations shall be inspected and approved by the Electrical Safety Authority, referred to herein as the ESA. The Distributor requires notification from the ESA of this approval prior to the connection of a customer's service. Services that have been disconnected for a period of six months or longer shall also be inspected and approved by the ESA prior to reconnection.

A distributor shall ensure that all electrical connections to its system meet the distributor's design requirements, unless the electrical connections are separated by a protection device that has been approved by the distributor. If an electrical connection does not meet the distributor's design requirements, a distributor may refuse connection (*Ref: DSC 3.1.2*).

If a distributor refuses to connect a customer, the distributor shall inform the person requesting the connection of the reason(s) for not connecting and, where the distributor is able to provide a remedy, make an offer to connect. If the distributor is unable to provide a remedy to resolve the issue, it is the responsibility of the customer to do so before a connection may be made (*Ref: DSC 3.1.3*).

#### **5.04.07 CLOSING OF ACCOUNTS:**

Where a distributor receives a request to close or transfer an account in relation to a rental unit in a residential complex as defined in the Residential Tenancies Act, 2006 or another residential property, the distributor shall not seek to recover any charges for service provided to that rental unit or residential property after closure of the account from any person, including the landlord for the residential complex or a new owner of the residential property, unless the person has agreed to assume responsibility for those charges (*Ref: DSC 2.8.3*).

A distributor may enter into a Continuous Service Agreement with a landlord whereby the landlord agrees to assume responsibility for paying for continued service to the rental property after closure of a tenant's account (*Ref: DSC 2.8.3A*).

For the purposes of the paragraph above, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for the length of the agreement, plus an additional 6 months (*Ref: DSC 2.8.4B*).

Nothing in this section is intended to void or cancel any binding agreements for service existing as of the effective date of these amendments or any pre-existing agreements between landlords and distributors (*Ref: DSC 2.8.5*).

#### **5.04.08 FINAL DISCONNECTION:**

Upon closing of the account and providing an alternative party does not agree to assume responsibility, the distributor will disconnect the service to the property. Reconnection of services will be subject to conditions outlined in the distributor's Disconnection/Reconnection policy. InnPower may refuse to connect the service if there is an unpaid balance for distribution services. (D.S.C.3.1.1 (g) and InnPower Conditions of Service 2.1.3).

For the purposes of a Continuous Service Agreement, the agreement may be established by verbal request over the telephone provided that a recording of the verbal request is retained by the distributor for the length of the agreement, plus an additional 6 months (*Ref: DSC 2.8.4B*).

#### **5.04.09 RESPONSIBILITIES:**

The management of the company is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.



<b>Policy 5.05 – COLLECTION POLICY</b>	<b>Version 1.0</b>
	Created: August 2019 Latest Revision: April 2020

**5.05.01 PURPOSE:**

This policy describes the terms and conditions distributors will use for collections on customer accounts while complying with the applicable legislation and codes. Please note low-income eligible customers should refer to the Low-Income Policy 5.03.

**5.05.02 POLICY STATEMENT:**

A distributor will comply with the collection requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

**5.05.03 ARREARS MANAGEMENT PROGRAM:**

The distributor shall make available to any residential electricity customer or general service <50kW customer who is unable to pay his or her outstanding electricity charges the opportunity to enter into an Ontario Energy Board (OEB) prescribed arrears payment agreement with the distributor. In respect of residential customers, the arrears payment agreement shall include, at a minimum, the terms and conditions below. In respect of general service <50kW customer, an arrears payment agreement need not include those terms and conditions, but shall be offered on reasonable terms.

If a distributor enters into discussions with a residential customer and offers an arrears agreement but the customer declines to enter into an arrears agreement, the distributor may proceed with disconnection and is not required to offer an arrears agreement to such a customer after disconnection (*Ref: DSC 2.7.1A*).

Before entering into an arrears payment agreement with a residential customer, a distributor shall apply any security deposit held on account of the customer against any electricity charges owing at the time (*Ref: DSC 2.7.1.1*).

As part of the arrears payment agreement, a distributor may require that the customer pay a down payment of up to 15% of the electricity charge arrears accumulated, inclusive of any applicable late payment charges but excluding other service charges, when entering into the arrears management program (*Ref: DSC 2.7.1.2*).

The arrears payment agreement referred above shall allow the residential electricity customer to pay all remaining electricity charges that are then overdue for payment as well as the current bill amount if the customer elects to do so, after applying a security deposit as noted above, and the down payment as noted above, including all electricity-related service charges that have accrued to the date of the agreement, over the following periods:

- (a) a period of at least 5 months, where the total amount of the electricity charges remaining overdue for payment is less than twice the customer's average monthly billing amount
- (b) a period of at least 10 months, where the total amount of the electricity charges remaining overdue for payment is equal to or exceeds twice the customer's average monthly billing amount (*Ref: DSC 2.7.2*)

For the purposes of this section, the customer's average monthly billing amount shall be calculated by taking the aggregate of the total electricity charges billed to the customer in the preceding 12 months and dividing that value by 12. If the customer has been a customer of the distributor for less than 12 months, the customer's average monthly billing amount shall be based on a reasonable estimate made by the distributor (*Ref: DSC 2.7.3*).

The distributor is not required to waive any late payment charges, that accrue to the date of the arrears payment agreement but no further late payment charges may be imposed on an residential customer after he or she has entered into an arrears payment agreement with the distributor in respect of the amount that is the subject of that agreement (*Ref: DSC 2.7.6A*).

Where a residential customer defaults on more than one occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing, a security deposit amount due or an under-billing adjustment, the distributor may cancel the arrears payment agreement (*Ref: DSC 2.7.4*).

If the distributor cancels an arrears payment agreement, the distributor will give written notice of cancellation to the customer and to any third party designated by the customer at least 10 days before the effective date of the cancellation (*Ref: DSC 2.7.4.1*).

Where, at the time of entering into an arrears payment agreement a customer has designated a third party to receive notice of cancellation of the arrears payment agreement, the distributor shall provide notice of cancellation to such third party (*Ref: DSC 2.7.4.1A*).

A distributor shall accept electronic mail (e-mail) or telephone communications from the customer for purposes of the above paragraph (*Ref: DSC 2.7.4.1B*).

If the customer makes payment of all amounts due pursuant to the arrears payment agreement as of the cancellation date and makes such payment on or before the cancellation date, the distributor shall reinstate the arrears payment agreement (*Ref: DSC 2.7.4.2*).

A distributor shall make available to a residential electricity customer a second arrears payment agreement if the customer so requests, provided that 2 years or more has passed since a first arrears payment agreement was entered into and provided that the customer performed his or her obligations under the first arrears payment agreement (*Ref: DSC 2.7.5*).

The distributor shall not disconnect the property of a residential customer, for failing to make a payment subject to an arrears payment agreement, unless the customer is in default, and the distributor has cancelled the arrears payment agreement in accordance with the provisions of this policy (*Ref: DSC 2.7.7*).

In the event a residential customer or general service <50 kW customer failed to perform their obligations under a previous arrears payment agreement and the distributor terminated the agreement the distributor may require that the customer wait 1 year after termination of the previous agreement before entering into another arrears payment agreement with the distributor (*Ref: DSC 2.7.8*).

#### **5.05.04 COLLECTIONS (ALL CUSTOMERS):**

**Credit Period** – Distributors will consider an account delinquent if payment has not been received as outlined in the Billing and Payment Policy 5.02.09.

**Security Deposits** – Security Deposits on overdue accounts will be applied as outlined in Policy 5.01.

**Collection Costs** – Steps should be taken by the utility to collect the total amount of the bill, if not paid within the time allotted.

Commercial accounts will be charged a collection of account charge if a representative of the utility is dispatched to collect the account. If a partial payment has been accepted through a collection trip, more than one collection of account charge or a reconnection charge may be made in one billing period, but the number of such charges should not exceed the number of partial payments received by the utility (*Ref: DRH 9.3.4*).

The customer shall be subject to one reconnection charge, in any billing period, unless partial payment of the account has been accepted by the utility.

Steps should be taken by the utility to collect the total amount of the bill until the account is paid in full. Delinquent accounts are subject to collection charges, interest and/or a reconnection charges where approved by the board.

Where a customer renders a cheque in payment of an account and the cheque is returned by the financial institution for faulty issue, a charge known as a returned cheque charge may be added to the customer's account to cover the cost associated with processing the returned cheque (*Ref: DRH 9.3.14*).

**Bad Debt** – Management is responsible for maintaining established credit limits and collection of accounts in order to minimize bad debt losses.

Authorization to write off an account receivable does not constitute a forgiveness of indebtedness. The debtor remains obligated to the distributor. Write-off authorizes a distributor to:

- Transfer an account to a dormant file
- Discontinue incurring the expense involved in actively trying to collect it
- Cease reporting the amount as an account receivable

#### **5.05.05 METHOD OF ENFORCEMENT:**

Failure to collect delinquent accounts can also result in the immediate implementation of the distributor's Disconnection Policy.

#### **5.05.06 RESPONSIBILITIES:**

The management of the company is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.

<b>Policy 5.06 – DISCONNECTION/RECONNECTION POLICY</b>	<b>Version 2.0</b>
	<i>Created: March 2017 Latest Revision: April 2020</i>

**5.06.01 PURPOSE:**

This policy describes the terms and conditions distributors will use when disconnecting and/or reconnecting the electrical service of a consumer while complying with the applicable legislation and codes.

**5.06.02 POLICY STATEMENT:**

A distributor will comply with the disconnection and reconnection requirements as defined in the Electricity Act, Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

**5.06.03 PLANNED INTERRUPTIONS:**

Although it is the distributors' policy to minimize inconvenience to customers, it is necessary to occasionally interrupt a customers' supply to maintain or improve the distributors' system, or to provide new or upgraded services to other customers. Whenever practical and cost effective, as determined by the distributor, arrangements suitable to the customer and the distributor may be made to minimize any inconvenience. The distributor will endeavour to provide the customer with reasonable advance notice, except in cases of emergency, involving danger to life and limb, or impending severe equipment damage.

**5.06.04 DISCONNECTION BY REQUEST:**

Customers may make a request (written, telephone, e-mail) to the distributor for temporary disconnection of electrical service. A distributor shall make every reasonable effort to respond promptly to a customer's request for disconnection. A charge for temporary disconnection and reconnection may apply.

In all circumstances where allowable by law, an attempt shall be made to notify the customer in advance of the disconnection.

**5.06.05 DISCONNECTION WITH NOTIFICATION:**

Prior to disconnecting a property for non-payment, a distributor shall provide to any person that, according to the distributor's Conditions of Service, receives notice of the disconnection:

- a. the Fire Safety Notice of the Office of the Fire Marshal
- b. any other public safety notices or information bulletins issued by public safety authorities and provided to the distributor, which provide information to consumers respecting dangers associated with the disconnection of electricity service (*Ref: DSC 4.2.1.1*)

A distributor shall include a copy of the notices or bulletins referred to above along with any notice of disconnection that is left at the property at the time of actual disconnection for non-payment (*Ref: DSC 4.2.1.2*).

A distributor that intends to disconnect, pursuant to section 31 of the *Electricity Act*, the property of a residential customer for non-payment shall send or deliver a disconnection notice to the customer that contains, at a minimum, the following information:

- a. the date on which the disconnection notice was printed by the distributor
- b. the earliest and latest dates on which disconnection may occur
- c. the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date
- d. the amount of any approved service charge(s) that may apply if disconnection occurs, and the circumstances in which each of these charges is payable
- e. the forms of payment that the customer may use to pay all amounts that are identified as overdue in the disconnection notice, which must at least include payment by credit card issued by a financial institution and any other method of payment that the distributor ordinarily accepts and which can be verified within the time period remaining before disconnection
- f. the time period during which any given form of payment listed under paragraph (e) will be accepted by the distributor
- g. that in order to avoid disconnection if the distributor attends at the customer's property to execute the disconnection, a customer will only be able to pay by credit card issued by a financial institution, unless the distributor, in its discretion, will accept other forms of payment at the time and sets out the other forms of payment in the disconnection notice;
- h. that a disconnection may take place whether or not the customer is at the premises;
- i. that where applicable, the disconnection may occur without attendance at the customer's premises
- j. that a Vital Services By-Law may exist in the customer's community and that the customer should contact their local municipality for more information
- k. that a Board- prescribed arrears management program and equal monthly payment plan option may be available to all residential customers, along with the contact information for the distributor where the customer can obtain further information:

(k1) that the following additional assistance may be available to an eligible low-income customer, along with contact information for the distributor where the customer can obtain further information about the additional assistance:

i. Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers

ii. Emergency Financial Assistance

(k2) that the distributor may install a load control device at the customer's premises in lieu of disconnection

- l. any additional option(s) that the distributor chooses, in its discretion, to offer to the customer to avoid disconnection and the deadline for the customer to avail himself or herself of such option(s) (*Ref: DSC 4.2.2*)

A distributor that sends or delivers to a customer a disconnection notice, pursuant to section 31(2) of the *Electricity Act*, for non-payment shall not include that notice in the same envelope as a bill or any other documentation emanating from the distributor (*Ref: DSC 4.2.2.1*).

A distributor shall, at the request of a residential customer, send a copy of any disconnection notice issued to the customer for nonpayment to a third party designated by the customer for that purpose provided that the request is made no later than the last day of the applicable minimum notice period set out in the distributors Billing and Payment Policy. In such a case:

- a. the distributor shall notify the third party that the third party is not, unless otherwise agreed with the distributor, responsible for the payment of any charges for the provision of electricity service in relation to the customer's property
- b. the rules set out in the distributors Billing and Payment Policy shall apply, with such modifications as the context may require, for the purposes of determining the date of receipt of the disconnection notice by the third party (*Ref: DSC 4.2.2.2*)

A residential customer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and the distributor shall send notice of disconnection to such third party (*Ref: DSC 4.2.2.2A*).

A distributor shall accept electronic mail (e-mail) or telephone communications from the customer for purposes of disconnection and reconnection with respect to a designated third party (*Ref: DSC 4.2.2.2B*).

The customer shall pay InnPower by the due date on the bill as outlined in the Billing and Payment Policy Section 5.02.09. Where the total amount owing has not been paid by the due date the customer shall pay an interest charge of 1.5% per month (effective annual rate 19.56% per annum or .04896% compounded daily) on the outstanding amount from the bill. If payment of the bill is not received by the due date, a reminder notification will be made on the account.

If payment is not received within seven days after the reminder notification, InnPower will deliver a disconnection notice for non-payment that shall expire on the date that is 14 days from the last day of the applicable minimum notice period referred to in D.S.C. Section 4.2.3, determined in accordance with the rules set out for computation of time D.S.C. Section 2.6.7. A distributor may not thereafter disconnect the property of the customer for non-payment unless the distributor issues a new disconnection notice in accordance with D.S.C. Section 4.2.2. (*Ref: DSC 4.2.2.3*).

If payment is not received, or acceptable payment arrangements have not been made InnPower will proceed to schedule the service for disconnection.

A distributor shall make reasonable efforts to contact, in person or by telephone, a residential customer to whom the distributor has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, the distributor shall:

- a. advise the customer of the scheduled date for disconnection
- b. advise the customer that a disconnection may take place whether or not the customer is at the premises
- c. where applicable, advise the customer that the disconnection may occur without attendance at the customer's premises
- d. advise that the customer has the option to pay amounts owing by credit card issued by a financial institution, in addition to other forms of payment that the distributor will accept at that time and which can be verified within the time period remaining before disconnection; and advise during what hours such payments may be made
- e. advise the customer that, if the distributor attends at the customer's property to execute the disconnection, the customer will only be able to pay by credit card issued by a financial institution, unless the distributor, in its discretion, will accept other forms of payment at that time
- f. advise the customer that a Board-prescribed standard arrears management program and equal monthly payment plan option may be available to all residential customers; the distributor must be prepared to enter into an arrears payment agreement at that time if the customer is eligible
- g. advise the customer of any additional option(s) that the distributor, in its discretion, wishes to offer to the customer to avoid disconnection (*Ref: DSC 4.2.2.4*)



Where a distributor issues a disconnection notice for non-payment in respect of the disconnection of a multi-unit, master-metered building, the distributor shall post a copy of the disconnection notice in a conspicuous place on or in the building promptly after issuance of the notice (*Ref: DSC 4.2.2.5*).

A distributor shall suspend any disconnection action for a period of 21 days from the date of notification by a LEAP intake agency that it is assessing a residential customer for the purposes of determining whether the customer is eligible to receive bill payment assistance, provided such notification is made within 14 days from the date on which the disconnection notice is received by the customer. Where a residential customer had requested prior to the issuance of the disconnection notice that the distributor also provide a copy of any disconnection notice to a third party, the distributor shall suspend any disconnection action for a period of 21 days from the date of notification by the third party that he or she is attempting to arrange assistance with the bill payment, provided such notification is made within 14 days from the date on which the disconnection notice is received by the customer (*Ref: DSC 4.2.2.6*).

Upon notification by a LEAP intake agency that a customer is not eligible to receive bill payment assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, the distributor may continue its disconnection process. Distributors will have up to 14 days to act on the previous disconnection notice and must make a further reasonable effort to contact the customer in accordance with prior to executing disconnection (*Ref: DSC 4.2.2.7*).

A distributor shall not disconnect a customer for non-payment until the following minimum notice periods have elapsed.

- a. 60 days from the date on which the disconnection notice is received by the customer, in the case of a residential customer that has provided the distributor with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or on the physical health of the customer's spouse, dependent family member or other person that regularly resides with the customer
- b. 14 days from the date on which the disconnection notice is received, in all other cases (*Ref: DSC 4.2.3*)

For the purposes of D.S.C. 4.2.3:

- a. where a disconnection notice is sent by mail, the disconnection notice shall be deemed to have been received by the customer on the fifth calendar day after the date on which the notice was printed by the distributor
- b. where a disconnection notice is delivered by personal service, the disconnection notice shall be deemed to have been received by the customer on the date of delivery
- c. where a disconnection notice is delivered by being posted on the customer's property, the disconnection notice shall be deemed to have been received by the customer on the date of such posting

- d. “spouse” has the meaning given to it in section 29 of the Family Law Act
- e. “dependent family member” means a “dependent” as defined in section 29 of the Family Law Act and also includes a grandparent who, based on need, is financially dependent on the customer
- f. the distributor shall apply the rules relating to the computation of time set out in D.S.C. Section 2.6.7 (*Ref: DSC 4.2.3.1*)

#### **5.06.06 DISCONNECTION WITHOUT NOTIFICATION:**

A distributor may disconnect without notice in accordance with a court order or for emergency, safety or system reliability reasons (*Ref: DSC 4.2.4*).

#### **5.06.07 PAYMENT TO AVOID DISCONNECTION:**

Disconnection can be avoided if payment is made as follows:

- a. Where a distributor has issued a disconnection notice to a residential customer for non-payment, the distributor shall ensure it has the facilities or staff available to permit the customer to pay all amounts that are then overdue for payment by credit card issued by a financial institution. This payment option must be offered during the regular business hours of the distributor, from the time the disconnection notice is delivered to a residential customer until the time the distributor’s staff attends at the customer’s premises to execute the disconnection.
- b. Where a distributor attends at a customer’s property to execute a disconnection, whether during or after the distributor’s regular business hours, the distributor shall ensure it has the facilities or staff available at that time to permit the customer to pay all amounts that are then overdue for payment by credit card issued by a financial institution. The distributor may, in its discretion, also accept other forms of payment at the time of disconnection.
- c. Where a distributor was unsuccessful in its attempt to contact a residential customer 48 hours before the planned disconnection and the distributor intends to execute the disconnection by attendance at the customer’s premises, the distributor shall make a reasonable attempt to communicate with the customer, with due regard for the safety and security of the distributor’s personnel, if the customer is at the property, to advise that disconnection will be executed and that payment may be made by credit card issued by a financial institution.
- d. InnPower shall not disconnect a customer for non-payment on a day InnPower is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day. (*Ref: DSC 4.2.5*).

The physical process by which a distributor disconnects or reconnects shall reflect good utility practice and consider safety as a primary requirement (*Ref: DSC 4.2.5.1*).

A distributor may recover from the customer responsible for the disconnection reasonable costs associated with disconnection, including overdue amounts payable by the customer. A distributor may recover from the customer responsible for the disconnection reasonable costs for repairs of the distributor's physical assets attached to the property in reconnecting the property. (Ref: DSC 4.2.5.2).

#### **5.06.08 RECONNECTION:**

The distributor shall insist that electrical services that have been disconnected for six (6) months or greater have an inspection certificate, based on Ontario Electrical Safety Code requirements, from the Electrical Safety Authority prior to reconnection. Notwithstanding the distributor reserves the right to require, an Electrical Safety Authority inspection certificate at any time prior to reconnection at the expense of the customer.

The distributor shall insist that the account holder is present at the property when the electrical service is energized or reconnected or the account holder may complete a reconnection waiver accepting responsibility should any damage occur when the electrical service is energized or reconnected.

A distributor may recover from the person requesting the reconnection any Board approved reconnection charges (Ref: DSC 4.2.5.3).

Where a distributor has disconnected the property of a customer for non-payment, the distributor shall reconnect the property within 2 business days of the date on which the customer:

- a. makes payment in full of the amount overdue for payment as specified in the disconnection notice
- b. enters into an arrears payment agreement with the distributor referred to in InnPower's Collection Policy 5.05 (Ref: DSC 7.10.1)

#### **5.06.09 DISCONNECTION OTHER:**

A distributor may consider the following reasons for disconnection:

- Adverse effect on the reliability and safety of the distribution system
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system
- A material decrease in the efficiency of the distributor's distribution system
- A materially adverse effect on the quality of distribution services received by an existing connection
- Inability of the distributor to perform planned inspections and maintenance
- Failure of the consumer or customer to comply with a directive of a distributor that the distributor makes for purposes of meeting its license obligations

- The customer owes the distributor money for distribution services, or for a security deposit. The distributor shall give the customer a reasonable opportunity to provide the security deposit (*Ref: DSC 4.2.6*)

A distributor shall not disconnect a residential or general service <50 kW customer with a smart meter or interval meter based solely on an estimated bill (*Ref: DSC 4.2.7*).

#### **5.06.10 UNAUTHORIZED ENERGY USE** (*also see IPC COS 2.2.2*)

InnPower reserves the right to disconnect the supply of electricity to a customer for causes not limited to diversion, fraud or abuse. Reconnection of service will not take place till the customer rectifies the situation, obtains an inspection from the Electrical Safety Authority (ESA) and provides full payment to InnPower for all cost's incurred. A distributor may recover from the customer responsible for the unauthorized energy use all reasonable costs incurred. (*Ref: DSC 4.3*)

#### **5.06.11 NO OCCUPANT**

When a customer closes their account the electrical service is disconnected providing an alternative party has not assumed responsibility. If nobody has assumed responsibility for the service, a hand delivered letter is sent to the property advising disconnection will take place within 72 hours. Reconnection will take place when a new customer assumes responsibility for the service.

#### **5.06.12 ACCESS**

InnPower has the right to enter a customer's property for the purposes of installation, inspection, maintaining, repairing, replacing the meter or replacing or disconnecting wires, pursuant to Section 40 of the Electricity Act, 1988.

#### **5.06.13 LOAD CONTROL DEVICES:**

A distributor may install a load control device instead of disconnecting supply to a customer for non-payment, provided that the distributor complies with the provisions set out below (*Ref: DSC 2.9.1*).

Where a customer voluntarily requests the installation or continued use of a load limiter device, the distributor shall install a load limiter device provided the distributor ordinarily provides such a service (*Ref: DSC 2.9.1A*).

Where a distributor is notified by a LEAP Intake Agency that the agency is assessing the customer for Emergency Financial Assistance, the distributor shall refrain from installing a load control device for a period of 21 days after receiving such notification (*Ref: DSC 2.9.2*).

When the distributor installs a load limiter device, either for non-payment or at the customer's request, it shall also deliver a written notice to the customer explaining in plain language 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 (*Ref: DSC 2.9.3*).

When the distributor installs a load limiter device for non-payment that cannot be manually reset by the customer after the maximum limit is triggered, then the distributor must provide a 24-hour telephone number the customer may call to have the load limiter device remotely reset (*Ref: DSC 2.9.3A*).

When the distributor installs a timed load interrupter for non-payment, it shall also deliver a written notice to the customer explaining in plain language the effect of the device on service and a telephone number for the customer to obtain further information (*Ref: DSC 2.9.3B*).

When a distributor installs a load control device for non-payment, the distributor shall also provide to the customer:

- a. the Fire Safety Notice of the Office of the Fire Marshal
- b. any other public safety notices or information bulletins issued by public safety authorities and provided to the distributor, which provide information to consumers respecting dangers associated with the disconnection of electricity service (*Ref: DSC 2.9.3C*)

A load control device may not be installed at a residential customer's property during the course of an arrears payment agreement, unless the agreement has been terminated in accordance with the provisions of the distributor's Eligible Low-Income Policy (*Ref: DSC 2.9.4*).

Where a distributor had previously installed a load control device for non-payment and the residential customer then enters into an arrears payment agreement, the distributor shall remove the device within 2 business days of the customer entering into an arrears payment agreement (*Ref: DSC 2.9.5*).

A customer may request the installation or continued use of the load limiter device during the course of the arrears payment agreement where the distributor ordinarily provides such a service (*Ref: DSC 2.9.5A*).

Where a load control device was installed by a distributor for non-payment, the distributor shall remove the load control device within 2 business days of an outstanding account being paid in full (*Ref: DSC 2.9.6*).

**5.06.14 COMPUTATION OF TIME:**

A distributor shall apply the following rules relating to the computation of time:

- where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens
- where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day
- where an act, other than payment by a customer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day
- where an act, other than payment by a customer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day
- receipt of a payment by a customer is effective on the date that the payment is made, including payments made after 5:00 p.m. (*Ref: DSC 2.6.7*)

**5.06.15 RESPONSIBILITIES:**

Distributor management is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.

<b>Policy 5.07 – CUSTOMER COMPLAINT PROCESS</b>	<b>Version 1.0</b>
	Created: August 2019 Latest Revision: August 2019

#### 5.07.01 PURPOSE:

This policy describes the terms and conditions distributors will use for customer complaints, while complying with the applicable legislation and codes.

#### 5.07.02 POLICY STATEMENT:

A distributor will comply with the customer complaint requirements as defined in the Distribution System Code, Retail Settlement Code, Standard Supply Service Code, and the Distribution Rate Handbook.

#### 5.07.03 CUSTOMER COMPLAINT PROCESS:

After a consumer directly contacts a distributor and makes a complaint, if the complaint is not addressed within 10 business days, the distributor shall inform the consumer that the consumer can contact the Board at any time, and shall at the same time provide the consumer with the Board's designated toll-free telephone number or local telephone number (as requested by the consumer), and the website address designated by the Board for that purpose (*Ref: DSC 10.2.1*).

The distributor shall provide the Board with an e-mail address for the purposes of the Consumer Complaint Process and ensure that the e-mail address for customer complaints is monitored at all times during the distributor's regular business hours (*Ref: DSC 10.2.2*).

Where a non-complaint issue from a consumer is forwarded to a distributor through the OEB E-Portal, the distributor shall respond directly to the customer, in a timely manner. In such a case the distributor is not required to follow the process set out below (*Ref: DSC 10.2.5*).

Where a complaint is forwarded to a distributor through the OEB E-Portal, the distributor shall provide, through the OEB E-Portal, a response to the complaint within:

- (a) two business days of the date of receipt of the complaint, where the complaint relates to the disconnection of a consumer's property or is otherwise identified as urgent by the Board when forwarding the complaint to the distributor
- (b) 10 business days of receipt of the complaint in all other cases (*Ref: DSC 10.2.6*)

The distributor's response referred to in the paragraph above must include the following:

- (a) all pertinent information regarding the complaint, including any relevant background information
- (b) the steps taken by the distributor to investigate the complaint
- (c) the steps taken by the distributor to resolve the complaint
- (d) any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint
- (e) if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved
- (f) if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed
- (g) a copy of all relevant documents and communications between the consumer and the distributor in relation to the complaint (*Ref: DSC 10.2.7*)

Within five business days of being requested to do so, a distributor shall provide, through the OEB E-Portal, such additional information beyond the information required above regarding the distributor's handling of a complaint as may be required by the Board in order to review and assess the matter (*Ref: DSC 10.2.8*).

Once a complaint has been resolved, and the steps for implementing the resolution were not all completed at the time the distributor provides its response, the distributor shall confirm through the OEB E-Portal once the full resolution is completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed (*Ref: DSC 10.2.9*).

For the purposes of the Consumer Complaint Response Process, where there is a reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens (*Ref: DSC 10.2.10*).

#### **5.07.04 RESPONSIBILITIES:**

The management of the company is responsible for ensuring this policy is implemented and adhered to by the employees of the distributor.

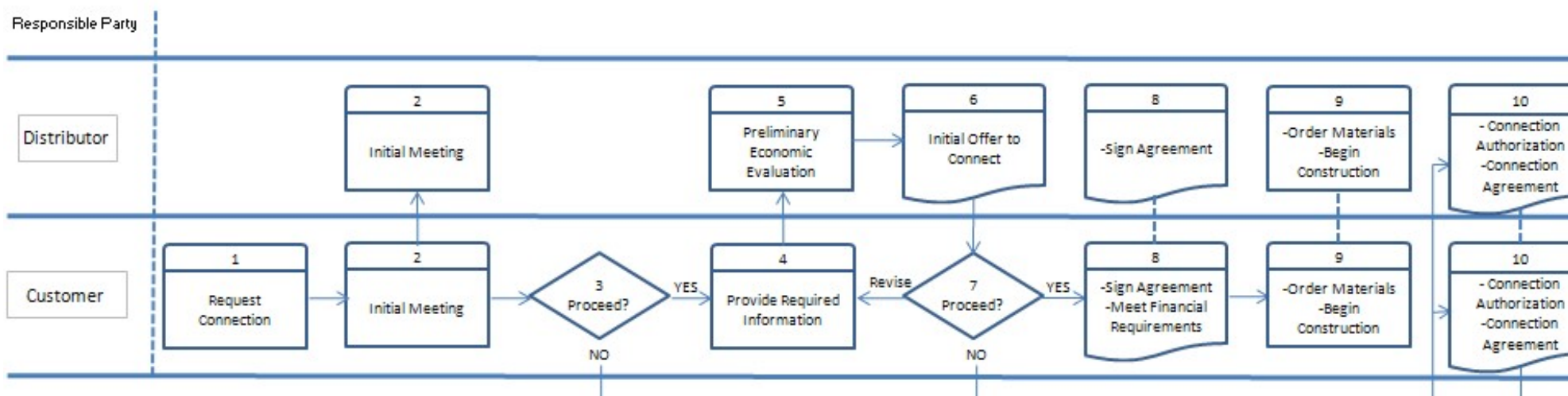


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## Distribution Connection

For Generation please see the CHEC Generation Guide

### Distribution Connection Developments & General Service Customers





## **Distribution Connection Developments & General Service Customers**

If you are planning on building a Subdivision, Commercial Building, or an Industrial Development, the process of connecting to the Local Distribution Infrastructure will require coordination with the Distributor.

The following information in conjunction with the preceding chart is designed to assist the parties in meeting their respective obligations and facilitate the required connection. It is important to note although the steps identified in both the chart and the following descriptions need to be followed in proper order, some of the steps may be combined to help speed up the process if all the required information is provided in a timely manner.

### **Step 1 – Request for Connection**

Customer submits a connection request to the Distributor. Initial request should at a minimum include the following information:

- a) Location of proposed development
- b) General description of development
- c) Proposed construction date
- d) Contact information for Development

### **Step 2 – Initial Meeting**

Customer and Distributor meet to review proposed new development and connection requirements. Initial meeting will provide both parties with an opportunity to gain a better understanding of the proposed development and identify any issues related to timing and connection to the Distribution System.

Based on the information provided by the Customer prior to the meeting, the Distributor will be able to provide at a high level:

- a) An initial concept of the type of work that may be required to facilitate a connection. ie:
  - a. Extension of an existing Feeder
  - b. Potential requirement for a new DS
  - c. Add a second or third phase to an existing feeder
- b) An understanding of the of the Customer responsibilities
- c) An understanding of what must be managed by the Distributor
- d) An understanding of what may be contracted by the Customer
- e) An estimated timeline required to provide connection facilities
- f) An initial estimate of required expansion costs – note: more detailed estimates on costs will be provided with the Offer to Connect should the Customer choose to continue to Step 4.

### **Step 3 – Customer Decision**

Based on the results of the initial meeting, the Customer decides on proceeding with the process or withdrawing their Request for Connection.

### **Step 4 – Customer Provides Required Information**

If the Customer decides to proceed with the process for acquiring a connection, the Customer notifies the Distributor and provides the relevant detailed information as noted below:

- a) A statement noting if the Customer intends on managing the contestable work noted during the consultation
- b) Number of Residential Connections
- c) Residential – Type, Number, and size of units

- d) Number of Commercial / Industrial Connections
- e) Estimated Average Monthly consumption (at minimum winter & summer estimates)
- f) Estimated annual facility connections over connection horizon from date of Distributor system connection

The following information is also required however the Distributor reserves the right to perform the work internally or through an external consultant:

- a) Design and engineering specifications including but not limited to stamped site service drawings
- b) Determination of required Transformation based on estimated building loads
- c) Estimated Capital costs of facilities which would be assumed by the Distributor following energization

To assist the Customer in providing the required information, a submission summary sheet is provided as an attachment to this document.

#### **Step 5 –Initial Economic Evaluation**

Upon receipt of the required information from the Customer, if an expansion of the distribution system is required, the Distributor will perform an Initial Economic Evaluation following the process as required in the Distribution System Code.

The Initial Economic Evaluation will assist the Distributor in calculating what (if any) portion of the Capital Costs the Distributor will invest and will be used in the preparation of the Offer to Connect.

#### **Step 6 – Offer to Connect**

Using the information provided by the Customer, and following the completion of the Preliminary Economic Evaluation, the Distributor will prepare an “Offer to Connect”. The Offer to Connect will contain the following information:

- a) A statement as to whether the offer is a firm offer or an estimate to be revised after the actual costs are known
- b) The estimated amount of Capital Contribution that will be required from the Customer
- c) The estimated amount of the Expansion Deposit that will be required from the Customer
- d) A description of the costs related to the Capital Contribution
- e) The costs for inspections
- f) A description of the deliverables required from the Customer before Connection
- g) An estimated Connection Date

#### **Step 7 – Customer Decision**

Customer Reviews Offer to Connect and decides if they would like to continue with the project as planned. Three options are available to the Customer:

- a) Customer elects to drop the project, a notice of withdrawal of the Request for Connection shall be provided to the Distributor.
- b) Customer would like to revise their Connection request, a notice informing the Distributor of the requested changes shall be provided to the Distributor (go back to Step 4)
- c) Customer agrees with the Offer to Connect,

#### **Step 8 – Construction Agreement**

Once the Customer accepts the Distributor’s Offer to Connect, the parties shall enter into an agreement covering the construction and connection requirements and responsibilities. The Customer and the Distributor sign the agreement and the Customer provides the financial deposits and/or guarantees as required.

**Step 9 – Construction**

Following receipt of signed Construction Agreement and required financial deposits and/or guarantees from the Customer, both parties shall begin ordering materials and begin construction.

**Step 10 – Connection Authorization**

Once construction is completed, both parties will ensure that inspections are completed, and all required connection authorizations are in place. After receipt of a signed connection agreement and any additional financial contributions, the Distributor will authorize and connect the facility. If the Customer is coordinating the work on the expansion facilities within the development, the Customer is also required to provide “As-Built” drawings and a detailed material listing to ensure the Distributor has sufficient information in hand to verify system security prior to energization.

**Step 11 – Exchange Updated Information**

The Customer and the Distributor shall exchange any required updated information on the project including, but not limited to:

- h) All applicable Connection Authorizations
- i) All applicable Warranties
- j) Any new information that was provided as an estimate in Step 4
- k) Actual costs of any “capital works” related to the expansion facilities within the development
- l) Detailed site plan with appropriate Municipal Address information for individual services

**Step 12 –Final Economic Evaluation**

As required, the Distributor shall copy the Initial Economic Evaluation to a new file, to be known as the Final Economic Evaluation. The Final Economic Evaluation shall be updated using actual information acquired during and following the construction process. This Final Economic Evaluation shall determine the capital contribution required to transfer the assets to the Distributor.

**Step 13 – Annual Economic Evaluation Update**

If the development includes estimated connections that are not energized at the time of the initial Connection, the Distributor shall re-run the Economic Evaluation on an annual basis using actual Customer connection information during the connection horizon used in the initial Economic Evaluation. The Distributor will annually return the percentage of the expansion deposit in proportion to the actual connections that materialized in each year. The Distributor shall be permitted to retain the remaining portion of the expansion deposit for any forecasted connections that have not materialized during the connection horizon.

If a third-party (not the Distributor - see Step 4 above) completed the majority of the work, the Distributor shall retain at least ten (10) percent of the expansion deposit for a warranty period of at least two years. This portion of the expansion deposit can be applied to any work required to repair the expansion facilities within the two-year warranty period. The two-year warranty period begins:

- (a) when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
- (b) at the end of the customer connection horizon,

whichever is first. The distributor shall return any remaining portion of this part of the expansion deposit at the end of the two-year warranty period.

Request for Connection – Sample Form

Development Name:	
Site Plan Identification	

<b>Contact Information:</b>	
Contact Name:	
Street:	
Town:	
Postal Code:	

Requested Connection Date:	
----------------------------	--

Multi-Phase Development?	Y / N
If YES - Identify Phase	

<u>Type &amp; Number of Connections:</u>		Average Monthly Consumption	
		Per Unit - Winter	Per Unit - Summer
Residential:		kWh's	kWh's
Commercial:		kWh's	kWh's
Industrial:		kWh's	kWh's

Residential Dwelling Design:	Town Homes	
	Semi-Detached	
	< 1,500 SqFt Single Dwellings	
	>1,500 <3,500 SqFt Single Dwellings	
	> 3,500 SqFt Single Dwellings	

Connection Horizon	
Year 1	
Year 2	Estimated connections in 1st year
Year 3	Estimated connections in 2nd year
Year 4	Estimated connections in 3rd year
Year 5	Estimated connections in 4th year
	Estimated connections in 5th year

Capital Costs:	
Distribution Infrastructure:	
Transformers:	
Ducts & Structures:	

Date: Submitted:	
Submitted By:	
Signature:	



Electrical site plan drawings are to be submitted to the Distributor on one (1) Paper copy and in an electronic format as approved by the Distributor.

Project Location: (Municipal Address)

Name of Project: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

<p><b>Service Classification (☑ as many as apply):</b></p> <ul style="list-style-type: none"> <li>Residential</li> <li>General Service &lt; 50kW</li> <li>General Service &gt; 50kW</li> <li>General Service &gt;500kW</li> <li>Unmetered or Miscellaneous Load</li> <li>Temporary Service</li> </ul>	<p><b>Service Entrance Switchboard with Utility CT and PT Compartment</b> <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p><b>What service voltage is required (☑ one only):</b></p> <ul style="list-style-type: none"> <li>120/240 Volt Single Phase</li> <li>120/208 Volt Three Phase</li> <li>347/600 Volt Three Phase</li> <li>Primary</li> </ul>	<p><b>Capacity of Main Service (in Amperes):</b></p> <p>Maximum rated capacity: _____</p>
<p><b>Required In-Service Date:</b></p> <p>Month / Day / Year    ____/____/____</p>	<p><b>Estimated Connected Load in kW:</b></p> <p>Maximum initial Load: _____ kW</p> <p>Maximum Future Load: _____ kW</p>
	<p><b>Metering Type (☑ one only):</b></p> <ul style="list-style-type: none"> <li>Single Meter</li> <li>Multiple Meters</li> </ul> <p style="text-align: center;">Quantity of Meter installations</p> <p>100A or less: _____</p> <p>101A to 200A: _____</p> <p>more than 200A: _____</p>

**Comments:** Please use the back of this form for comments

<b>Signed:</b>	_____	<b>Date:</b>	_____
	(Representative of Applicant)		
<b>Name:</b>	_____	<b>Title:</b>	_____
	_____		



Electric Service Meter Base/Municipal Address Verification Form – Sample

LOCAL DISTRIBUTION COMPANY NAME: \_\_\_\_\_

This Form **MUST** be completed by the Owner and/or their Electrical Contractor if applicable prior to service connection.

Electric Service Civic Address:\_\_\_\_\_

Name of Owner:\_\_\_\_\_

Telephone: \_\_\_\_\_Fax: \_\_\_\_\_

Name of Contractor:\_\_\_\_\_

Telephone: \_\_\_\_\_Fax: \_\_\_\_\_

In area (A) provided below, carefully sketch the Front View layout of the Electric Meter Base(s). Match the corresponding (B) **BILLING ADDRESS (INCLUDE UNIT #)** for each meter base(s) shown in (A).

(A) Front View of Electric Meter Base(s)	(B) Billing Address
	1)
	2)
	3)
	4)
	5)
	6)
	7)

- The following terms are agreed upon by the undersigned at the time of submitting the form:
- That all information contained on the form is accurate.
  - That if any information is determined to be inaccurate, the Utility will not be able to energize the service connection(s).
  - That if any information has to be corrected by Utility personnel there will be applicable charges to prepare the amended form.
  - That an amended form must be signed and returned along with payment of any applicable invoice, as per note 3, prior to further consideration as to the activation of the service connection.

I/We the undersigned, acknowledge the information provided above has been verified and is accurate.

Signature of Owner:\_\_\_\_\_Date:\_\_\_\_\_

Signature of Contractor:\_\_\_\_\_Date:\_\_\_\_\_

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## **APPENDIX A – DISTRIBUTOR SPECIFIC ELECTRIC VEHICLE CHARGING CONNECTION REQUIREMENTS**

### **BACKGROUND**

In an effort to streamline the process of non-residential Electric Vehicles Supply Equipment (EVSE) connections the OEB has issued an Electric Vehicles Charging Connection Procedure (EVCCP) document (see Section 6.1.6 of the OEB Distribution System Code). The EVCCP document outlines the standardized process that will facilitate timely deployment of EV charging infrastructure in Ontario.

The following requirements are applicable to connections of non-residential Level 2 and 3 Electric Vehicle Supply Equipment (EVSE) requiring a 240 Volt or higher electrical supply. Examples include publicly accessible direct current fast charging stations, workplace charging, charging stations used for commercial EV fleets and charging installations for multi-unit residential or commercial buildings, where the EV chargers are owned or operated by the building owner or a third-party charging provider. The primary purpose of the new or expanded connection must be specific to EVSE.

### **PURPOSE**

This document outlines InnPower specific requirements for connecting Electric Vehicle Supply Equipment (EVSE) to InnPower's distribution system.

### **SPECIFIC REQUIREMENTS**

#### **1. Connection Request**

The EVSE Preliminary Consultation Information Request (EVPCIR) form is available online on InnPower's website [Electric Vehicle Supply Equipment \(EVSE\) | innpower](#). Customers are required to complete all fields on the EVPCIR form and provide all requested information. Once complete, the forms should be forwarded to [eng@innpower.ca](mailto:eng@innpower.ca). Based on a complete connection request submission, InnPower will prepare an Offer to Connect (OTC) letter.

#### **2. Basic Connection for Non-Residential Customers**

InnPower has not defined a basic connection cost for non-residential customers, including non-residential EVSE. Connection charges will apply as described in Section 2.4.1 of the Conditions of Service document.

#### **3. Offer to Connect: Estimate or Firm Offer**

Refer to Section 2.1.2 of the Conditions of Service document for details regarding InnPower's Offer to Connect.

#### **4. Capital Contribution**

Refer to Section 2.1.2 of the Conditions of Service document for details regarding InnPower's capital contribution requirements where an Expansion is required.

**5. Work Under the Alternative Bid Option**

Work involving connections or work that requires physical contact with InnPower's existing distribution system is not eligible for alternative bid. Alternative bid options for Expansions are described in Section 2.1.2 of the Conditions of Service document.

**6. Expansion Deposit**

Refer to Section 2.1.2 of the Conditions of Service document for further details regarding InnPower's Expansion Deposit requirements.

**7. Offer To Connect Agreement or Other Agreement**

Customers that install a Customer-owned substation and/or a high voltage primary line on their property will be required to sign an Offer to Connect (OTC) prior to commencement of service (see Section 2.1.7 and Section 3.3.5 (respectively) of the Conditions of Service document).

**8. Applicable Service Conditions for Connecting New Service**

In order to energize an EVSE service, the following service conditions must be met:

**1) For energizing low voltage services (<750V)**

- All information requested in the EVPCIR form has been submitted by the customer and accepted by InnPower.
- Payment has been received within the required timeframe (as outlined in the OTC) to allow InnPower to procure the required material and secure labour resources.
- Offer To Connect has been signed (when required)
- The site is prepared and ready for InnPower to access and complete the required work.
- Proper ESA Connection Authorization received

**2) For energizing high voltage services (>750V)**

- All conditions outlined under 1) above