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Canadian Niagara Power Inc.

Conditions of Service – Effective January 31, 2022



CANADIAN NIAGARA POWER INC.

A **FORTIS** ONTARIO
Company



Eastern Ontario Power

A **FORTIS** ONTARIO
Company



PREFACE

The Distribution System Code (DSC) requires that each distributor produce a Conditions of Service document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers within the service area of Canadian Niagara Power Inc., which also operates as Eastern Ontario Power (CNPI). The DSC requires that the Conditions of Service be readily available for review by the public. In addition, the most recent version of the document must be filed with the Ontario Energy Board (OEB) for facilitating dispute resolutions if a dispute cannot be resolved between the Customer and CNPI.

CNPI's Conditions of Service document is based on the template presented in Appendix A of the DSC and is organized as follows:

- a) Section 1 (Introduction): contains references to the legislation that covers the Conditions of Service, the rights of the Customer and of CNPI and the dispute resolution process.
- b) Section 2 (Distribution Activities [General]): contains references to services and requirements that are common to all Customer classes. This section covers items such as Rates, Billing, Hours of Work, Emergency Response, Power Quality, Available Voltages, and Metering.
- c) Section 3 (Customer Class Specific): contains references to services and requirements specific to individual Customer classes. This section covers items such as Service Entrance Requirements, Delineation of Ownership, Special Contracts, etc.

Other sections in the document include the Glossary of Terms and Appendices.

Comments on the Conditions of Service or subsequent revisions can be emailed to info@cnpower.com. CNPI will file with the OEB a summary of public comments received from Customers about the Conditions of Service and any subsequent changes. If you have any questions about the Conditions or any other concerns, please contact our Customer Service Department by [phone or email](#).



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SECTION 1 INTRODUCTION

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

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

CNPI has included a glossary of terms and listing of acronyms used in these Conditions of Service to assist you, which can be found in [Section 4.0 Glossary of Terms](#).

1.1 Identification of Distributor and Service Area

Canadian Niagara Power Inc. referred to herein as (CNPI) is a corporation, incorporated under the laws of the Province of Ontario to distribute electricity and carry on the business of an electricity distributor within its Licenced service area as defined in Schedule 1 of the Electricity Distribution Licence ED 2002-0572 issued to CNPI by the Ontario Energy Board. Schedule 1 can be found in this Conditions of Service Document as [Appendix A](#).

CNPI's service area can generally be described as including the Town of Fort Erie, the City of Port Colborne, and the Town of Gananoque and surrounding areas. See Appendix A for a detailed description of CNPI's service area.

1.2 Related Codes and Governing Laws

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

- a) Electricity Act, 1998, S.O. 1998, c. 15, Schedule A (Electricity Act, 1998)
- b) Ontario Energy Board Act
- c) Electricity Distribution Licence
- d) Electricity Distribution Rate Handbook
- e) Affiliate Relationships Code (ARC)
- f) Digital Privacy Act (DPA)
- g) Distribution System Code (DSC)
- h) Retail Settlement Code (RSC)
- i) Standard Supply Service Code (SSSC)
- j) Transmission System Code (TSC)
- k) Electricity and Gas Inspection Act
- l) Ontario Electrical Safety Code (OESC)



- m) Public Service Works on Highways Act
- n) Ontario Building Code
- o) Employment Standards Act
- p) Personal Information Protection and Electronic Documents Act (PIPEDA)
- q) Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- r) Bank Act
- s) Bankruptcy Act
- t) Accessibility for Ontarians with Disabilities Act (AODA)
- u) Independent Electric System Operator (IESO) – Market Rules
- v) Occupational Health and Safety Act
- w) Environmental Protection Act
- x) Green Energy Act 2009
- y) Law Enforcement and Forfeited Property Management Statute Law Amendment Act, 2005
- z) Customer Protection Act
- aa) Canada’s Anti-Spam Law (CASL)
- bb) Species at Risk Act
- cc) Income Tax Act
- dd) Family Law Act
- ee) Any other obligation or requirement as prescribed by legislation or regulations

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

When planning and designing for electricity service, Customers and their agents must refer to all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to ensure compliance with their requirements. The work shall be conducted in accordance with the Ontario Occupational Health and Safety Act, the regulations for Construction Projects and the Electrical Utility Safety Rules issued by the Infrastructure Health and Safety Association.

1.3 Interpretation

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

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



- a) Headings and underlining are for convenience only and do not affect the interpretation of these Conditions of Service.
- b) Words referring the singular include the plural and vice versa.
- c) Words referring to a gender include any gender.
- d) Reference to a document, act, code or bylaw shall be reference to the document, act, code or bylaw as amended, re-enacted or replaced from time to time.
- e) Any reference to duration of time in working days shall be a reference to the normal working days of CNPI and will not include any weekends, statutory holidays or holidays recognized by CNPI.

Recognized holidays mean the days designated by CNPI from time to time. Until otherwise designated, these holidays are:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

- f) A reference to a document or a provision of a document includes any amendment or supplement to, or a replacement of, that document or that provision of that document.
- g) A request for clarification on the issue of the interpretation of any word appearing in these Conditions of Service shall be submitted in writing, and the final arbitrator between Customer and distributor shall be the OEB.

1.4 Amendments and Changes

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

In the event of changes to the Condition of Service, in addition to notice included on Customer bills, a public notice shall be made in the form of a notice on CNPI's website, www.cnpower.com and www.easternontariopower.com.

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



1.5 Contact Information

CNPI has its business office located in the town of Fort Erie, Ontario. The contact information for all services provided by CNPI is as follows:

Canadian Niagara Power Inc.
1130 Bertie Street
P.O. Box 1218
Fort Erie, ON, L2A 5Y2
Telephone: (905) 871-0330
Fax: (905) 871-8772
Email: info@cnpower.com
Website: www.cnpower.com

Eastern Ontario Power's normal business hours for general customer service inquiries are 8:30 a.m. to 4:30 p.m. Monday through Friday. The contact information for all services provided by Eastern Ontario Power is as follows:

Eastern Ontario Power
P.O. Box 1179
Cornwall, ON, K6H 5V3
Telephone: (613) 382-2118
Fax: (613) 932-6498
Email: customer.service@easternontariopower.com
Website: www.easternontariopower.com

BUSINESS HOURS

8:00 am to 4:30 pm weekdays except recognized holidays described in [1.3](#).

In the event of an emergency, Fort Erie/Port Colborne customers may contact CNPI 24 hours a day at 1-844-501-WIRE (9473).

Eastern Ontario Power Customers may, in the event of an emergency, contact CNPI 24 hours a day at 1-844-601-WIRE (9473).

1.6 Customer Rights

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

The Customer has the right to have one free disconnect and reconnect for maintenance on the existing service each year (rolling year) without charge during normal business hours. Beyond normal business hours CNPI will charge the Customer the premium above the normal business hours cost. Additional works will be chargeable to the Customer.

1.6.1 Obligation to Sell Electricity

CNPI is obliged to sell electricity to every Customer connected to its Distribution System in accordance with:

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

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

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

1.6.2 Access to Meter Information

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

1.6.3 Identification

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

1.6.4 Liability for Damages

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

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

Neither CNPI nor the Customer will be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or goodwill, or for any indirect, consequential,



incidental, or special damages including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

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

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

A Customer who believes that he has incurred damages to his property or equipment as a result of negligence or willful misconduct on the part of CNPI, or from an electrical disturbance outside of the reasonable conduct of CNPI, may submit a claim for damages to CNPI.

CNPI will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

1.7 Distributor Rights

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

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

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

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

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

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

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

1.7.1 Assignment

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

1.7.2 Access to Customer Property

The Customer hereby grants CNPI, its successors and assigns, the unrestricted right, privilege and easement, free of charge or rent, to use so much of the service location and to enter on, in, upon, along and over the service location at any time as CNPI may deem it necessary or desirable for purposes of performing any work and for its employees, servants, agents, contractors and subcontractors to pass and re-pass with or without vehicles, supplies, machinery and equipment, on, in, upon, along and over the service location at any time to perform any work and for all purposes necessary or convenient to the exercise and enjoyment of the right, privilege and easement hereby granted.

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

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

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

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



1.7.3 Safety of Equipment

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

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

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

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

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

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

1.7.4 Damaged Electrical Equipment

The Customer will be required to pay the cost of repair or replacement of equipment owned by CNPI that has been damaged through the willful misconduct or negligence of the Customer and/or his agent(s) and/or employee(s) and/or constructor(s). The Customer is required to pay for such repair and replacement costs



prior to reconnection of the service. CNPI shall notify the ESA of all serious electrical incidents incurred by the Customer and/or their agent(s), Contractors, and/or employee(s) and/or Constructor(s) within 48 hours.

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

1.7.5 Defective Customer Electrical Equipment

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

1.7.6 Operating Control

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

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

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

1.7.7 Customer-Owned Physical Structures

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



1.7.8 Allocation of Electricity During Emergencies

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

1.7.9 Force Majeure

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

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

- a) Promptly notify the Customer of the force majeure event and its assessment in good faith of the effect that the event will have on its ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practicable;
- b) Not be entitled to suspend performance of any of its obligations under these Conditions of Service to any greater extent or for any longer time than the force majeure event requires it to do so;
- c) Use its best efforts to mitigate the effect of the force majeure event, remedy its inability to perform, and resume full performance of its obligations;
- d) Keep the Customer continually informed of its efforts, where practicable; and,
- e) Provide written notice to the Customer when it resumes performance of any obligations affected by the force majeure event.

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

1.8 Disputes

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

Any disputes related to the terms of Retailer contracts should be resolved between the Customer and the applicable Retailer in accordance with the Retailer's dispute resolution process.



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

- a) The Customer should endeavor to resolve the dispute by contacting a CNPI Customer Service Representative during regular business hours or email the complaint to info@cnpower.com.
- b) Upon receipt of the complaint, the Customer Service Representative will acknowledge its receipt within ten days (date stamped) and attempt to resolve the dispute through investigation and follow-up.
- c) If the Customer Service Representative cannot resolve the dispute to the satisfaction of the Customer, it will be referred to the appropriate CNPI supervisor or manager who will notify the Customer of the estimated time required to resolve the dispute.
- d) In the event that the dispute cannot be resolved with CNPI, the Customer may file a complaint with the OEB, in which case the OEB's Consumer Complaint Response Process would apply (see www.OEB.ca for more details).
- e) Upon resolution of the dispute, the Customer may request and will receive a summary of the actions taken by CNPI in resolving the dispute. The Customer may also request and receive a copy of the code, policy or other document that affected the outcome of the dispute.

SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)

2.0.1 Locating Underground Power Lines

A Customer who requires CNPI to locate underground powerlines owned by CNPI shall call Ontario One Call at 1-800-400-2255 to request a location of underground powerlines. CNPI or an authorized representative shall locate CNPI's underground power lines or other equipment up to the outdoor meter location or building entrance at no charge to the Customer. If CNPI is unable to locate an underground cable, CNPI will provide a service Disconnection and reconnection during normal working hours at the expense of the Customer.

2.0.2 Temporary Connections

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

- a) for a Service that at a later date will become a Residential or a General Service connection conditions, charges and allowances shall be as defined in [Section 3.1](#) or [Section 3.2](#);
- b) for a Service that has a finite connection period with a known or approximate disconnection date (for example, service to construction sites), the material cost of the transformation and metering will be provided by CNPI without charge. A standard Temporary service charge related to the labour and material costs to install and remove the service (including transformation and metering as applicable) will be charged to the Customer, in accordance with CNPI's current rate tariff. Temporary service connections that require expansions of, or enhancements to CNPI's distribution system will be charged based on actual costs. The Standard Connection Allowance found in [Section 3.1](#) or [Section 3.2](#) shall not apply. The Customer shall pay CNPI any estimated temporary connection charges in advance of CNPI undertaking any work related to the temporary connection.

At the discretion of CNPI, the Customer may be required to pay a security deposit prior to connecting the service.

The Customer's electrical installation will require an authorization from the Electrical Safety Authority prior to being connected to the Distribution System by CNPI.

2.0.3 Existing Trailer Parks – Non-Primary Voltage Metered

Where CNPI owns the transformers and the Secondary Voltage metering within an existing park's boundary, CNPI will continue to own these facilities provided that no new services are added.

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

- a) the park owner shall, subject to approval of the CNPI, purchase the existing distribution facilities owned by CNPI within the park boundary ("existing park facilities"). If the park



owner does not purchase the existing park facilities, the park owner shall replace the existing park facilities at the park owner’s own expense and shall own the new facilities.

- b) the park owner shall supply and install new distribution facilities including transformers, etc. as required for the addition.
- c) CNPI shall remove all Secondary Voltage metering owned by CNPI from within the boundary of the park, install a Primary Voltage metering unit at or near the Customer’s property limit without charge, and consolidate existing contracts into one General Service account.
- d) park owners shall meet all the requirements of the Electric Safety Authority.

2.0.3.1 Existing Trailer Parks – Primary Voltage Metered

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

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

2.0.4 Number of Services

Normally CNPI permits only one Service per property. Where it is not technically or financially feasible to have one Service per property, CNPI will connect one additional Service, to a maximum of two (2) on the same property.

CNPI will provide Customers with the option of having a [central metered service](#) or a [Primary Voltage metered service](#) to combine the multiple Services.

2.1 Connections

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

Under the terms of the Distribution System Code, CNPI has an obligation to make an offer to connect¹ to any Customer located within its service territory. The Customer shall contact CNPI providing sufficient lead-time to ensure timely provision of service and adequate capacity. The Customer or its agent shall consult with CNPI on matters of location, loading, service voltage, metering and any other pertinent details of the service.

¹ Section 28 – *Electricity Act, 1998*, as amended



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

2.1.1 Building that Lies Along

By definition a building “Lies Along” CNPI’s Distribution System if it is:

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

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

The Standard Connection Allowance for each Customer Class is addressed in [Section 3 – Customer Specific](#).

2.1.2 Expansions/Offer to Connect

2.1.2.1 General

Upon application for service by a Customer whose building is located within CNPI’s defined territory, CNPI is obligated to make an offer to connect. This connection may include an expansion to CNPI’s existing Distribution System in the form of a physical extension of the existing Distribution System and/or enhancements to the existing Distribution System.

Enhancements to the existing Distribution System shall be designed, constructed, owned and maintained by CNPI and the Customer shall pay all costs associated with the enhancements, subject to [Section 2.1.2.2 – Contributions in Aid of Construction](#).²

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

² Section 3.3 Enhancements – Distribution System Code – March 1, 2020 edition



It shall be the responsibility of the Customer to negotiate and acquire land rights for, construct, own and maintain any portion of the required expansion which does not lie upon a municipal right-of-way. CNPI shall normally provide, and the Customer shall pay CNPI for, the design and engineering of any extension that does not lie upon private property³. All Customer costs associated with an expansion are subject to [Section 2.1.2.2 – Contributions in Aid of Construction](#).

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

CNPI will respond to requests for connection within the following time frames:

- a) for Customers, no later than 15 calendar days from receipt of the request. At this time, CNPI will specify any information that must be provided, and any obligations that must be met, by the Customer in order for CNPI to process the request. An offer to connect will be made by no later than 60 calendar days following CNPI receipt of all necessary information and the Customer meeting of all their obligations⁴; and
- b) for Embedded Generators and Embedded Distributors, CNPI will follow the terms outlined in the related appendices of the Distribution System Code (DSC). In the response, CNPI will specify any information that must be provided and any obligations that must be met, by the Embedded Generator or Embedded Distributor in order for CNPI to process the request. An offer to connect will be made within the time frame specified in the DSC.

Further to the requirements of the DSC⁵, at a minimum, the “offer to connect” will contain:

- a) an estimated cost of expansion that would be revised based upon the actual costs incurred;
- b) a statement as to whether a Contribution in Aid of Construction (CIAC) will be required (See [Section 2.1.2.2](#) and [2.1.2.3](#) for further information);
- c) if a CIAC is required from the Customer;
 - i. the amount of the CIAC; and,
 - ii. the calculation used to determine the amount of the CIAC to be paid by the Customer including all assumptions and inputs used to produce the economic evaluation as described in Appendix B of the Distribution System Code; and,
 - iii. a statement as to whether the offer includes work for which the Customer may obtain an alternate bid, and if so, the process by which the Customer may obtain the alternative bid; and,

³ Section 3.2.15 – Distribution System Code – March 1, 2020 edition.

⁴ Section 6.1.1 – Distribution System Code – March 1, 2020 edition.

⁵ Section 3.2.9 – Distribution System Code – March 1, 2020 edition.



- iv. a description of, and the costs for, the work that is eligible for alternative bid and the work that is not eligible for alternative bid associated with the expansion (See [Section 2.1.2.5](#) for more information) broken down into the following categories:
 - i. labour, including design, engineering and construction; and,
 - ii. materials; and,
 - iii. equipment; and,
 - iv. overhead, including administration;
 - v. an amount for any additional costs that will occur as a result of the alternative bid option being chosen, including but not limited to, inspection costs;
- d) a statement as to whether an expansion deposit will be required from the Customer (See [Section 2.1.2.4](#) for further information) and if so, the amount of the deposit; and,
- e) a description and estimate of the connection charges that would apply; and,
- f) terms and conditions for payments and deposits required; and,
- g) any additional information pertinent to the offer; and
- h) identification of other work the Customer is responsible for;
- i) a reference to CNPI Conditions of Service and information on how the Customer requesting the connection may obtain a copy of them.

2.1.2.2 Contribution in Aid of Construction (CIAC)

The Customer may be required to pay CNPI a CIAC to offset the cost of the expansion to the Distribution System⁶. In addition to the CIAC, the Customer shall be required to provide an expansion deposit in a form acceptable to CNPI⁷. Such an expansion deposit may be held as guarantee of the Customer’s load projections, and is in addition to any applicable security deposit in accordance with [Section 2.4.3](#).

CNPI will use good utility practices, and guidelines as defined from time to time by the OEB to determine the Distribution System expansion and related costs required to service the Customer based on the service requirements provided by the Customer. CNPI will provide service without a CIAC from the Customer, if CNPI determines that the capital cost and on-going maintenance costs of the expansion will be recovered by future incremental revenue from the Customer. In the event that the capital cost and on-going maintenance costs exceed the future incremental revenue recovered from the Customer, then a CIAC will be required from the Customer prior to execution of the project.

The Contributions in Aid of Construction will be calculated using the guidelines set out in the OEB’s DSC⁸. Other fixed costs not subject to the CIAC, if any, are detailed in [SECTION 3 CUSTOMER CLASS SPECIFIC](#).

⁶ Section 3.2.9 – Distribution System Code – March 1, 2020 edition.

⁷ Section 3.2.20 & 3.2.25 – Distribution System Code – March 1, 2020 edition.

⁸ See Appendix B – Distribution System Code – March 1, 2020 edition.

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

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

2.1.2.3 Rebates for Capital Contribution in Aid of Construction Customers

In accordance with the DSC, unforecasted Customer(s) that connect to the Distribution System during the Customer connection horizon (See Appendix B of the Distribution System Code), and who benefit from an earlier expansion, shall contribute their share and the initial contributor(s) shall be entitled to a rebate, without interest, from CNPI. The apportioned benefit shall be determined by considering such factors as the relative load level and the relative line length (in proportion to the line length being shared by both parties). CNPI will use the economic evaluation guidelines set out in the DSC to recalculate the capital contribution of both the original and the new Customer(s), based on the forecasted load and revenue of the new Customer.

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

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

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

2.1.2.4 Expansion Deposit

For expansions that require a CIAC, CNPI shall require the Customer to provide an expansion deposit⁹. The amount shall be:

- a) 100% of the present value of the forecasted revenue; and,
- b) if the Customer exercises their right to an alternative bid, as described in [2.1.2.5 Alternative Bids](#), 100% of the present value of projected capital costs and on-going maintenance cost of the expansion project. If an expansion deposit is collected under (b), CNPI shall be allowed to

⁹ Section 3.2.20 – Distribution System Code – March 1, 2020 edition.



use this expansion deposit to cover CNPI’s costs if CNPI must complete, repair, or bring up to standard the facilities.

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

The expansion deposit shall be in the form of cash, letter of credit from a bank as defined in the Bank Act S.C. 1991 c.46, or surety bond¹⁰. CNPI shall allow the Customer to select the form of the expansion deposit.

If the expansion deposit is in the form of cash¹¹, CNPI shall return the expansion deposit to the Customer together with interest in accordance with the following conditions:

- a) Interest shall accrue monthly on the expansion deposit commencing on receipt of the total deposit required by CNPI; and,
- b) the interest rate shall be as set out in the DSC

Once facilities are energized, CNPI shall annually return the percentage of the expansion deposit in proportion to the actual connections (for residential developments) or actual demand (for commercial and industrial developments) that materialized in that year¹². This annual calculation shall only be done for the duration of the Customer connection horizon as defined in the DSC. If, at the end of the Customer connection horizon, the forecasted connections (for residential developments) or forecasted demand (for commercial and industrial developments) have not materialized, CNPI shall retain the remaining portion of the expansion deposit.

If the Customer chooses an alternate bid, as described in [Section 2.1.2.5](#), CNPI may collect and/or retain up to 10% of the expansion deposit described above, for a warranty period of up to two years¹³. 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 2 year period begins:

- a) when the last forecasted connection in the expansion project materializes (for residential developments) or the last forecasted demand materializes (for commercial and industrial developments); or
- b) at the end of the Customer connection horizon as defined in the Distribution System Code,

whichever comes first. CNPI shall return any remaining portion of this part of the expansion deposit at the end of the two (2) year warranty period.

¹⁰ Section 3.2.25 – Distribution System Code – March 1, 2020 edition.

¹¹ Section 3.2.26 – Distribution System Code – March 1, 2020 edition.

¹² Section 3.2.23 – Distribution System Code – March 1, 2020 edition.

¹³ Section 3.2.24 – Distribution System Code – March 1, 2020 edition.



2.1.2.5 Alternative Bids

Where CNPI requires a CIAC from the Customer, CNPI shall allow the Customer to obtain and use alternative bids for the work that is eligible for alternative bid.

The following activities are not eligible for alternative bid¹⁴:

- a) work by others on CNPI’s existing circuits is not permitted; and,
- b) the development of specifications for any of the following:
 - i. the design of an expansion;
 - ii. the engineering of an expansion; and
 - iii. the layout or routing of an expansion.

In the event the Customer chooses to use an alternative bidder to construct those portions of an expansion that are eligible for alternative bid, the Customer shall¹⁵:

- a) pay the cost for all design specifications; and,
- b) use a qualified contractor for the work that is eligible for alternative bid; and,
- c) select, hire, and pay the qualified contractor all the costs for the work eligible for the alternative bid; and,
- d) assume full responsibility for the construction of the alternative bid portion of the expansion project; and,
- e) administer the contract and provide onsite supervision. Administering the contract includes acquisition of all required permissions, permits, and property rights as required; and,
- f) pay the cost of any easements or property agreements as required by CNPI; and,
- g) construct the system expansion (line extension) to meet CNPI’s design requirements; and,
- h) assume full responsibility for the construction of any portion of the expansion project to be constructed on private property; and,
- i) pay all applicable ESA inspection fees; and,
- j) pay an inspection fee to CNPI for inspection of the construction;
- k) the Customer shall agree to transfer ownership of the expansion facilities that are constructed under the alternative bid option to CNPI upon completion.

CNPI shall be responsible for:

- a) providing the design specifications for the construction; and
- b) inspecting and authorizing the line for connection.

CNPI reserves the right to inspect the expansion prior to connection and will be reimbursed by the Customer on a fee for service basis. As well, the Customer shall reimburse CNPI for incidental costs incurred as a result of the work being performed by the alternative bidder; this includes, but is not limited to, items such as

¹⁴ Section 3.2.15 – Distribution System Code – March 1, 2020 edition.

¹⁵ Section 3.2.16 – Distribution System Code – March 1, 2020 edition.



establishing worker protection and costs associated with connecting the expansion to the existing Distribution System. All expansion facilities shall be constructed in compliance with the design provided by CNPI.

2.1.3 Connection Denial

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

CNPI is not obligated to connect or offer to connect any building within its service territory for the following reasons¹⁶:

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

2.1.4 Inspections Before Connection

All Customer-owned electrical installations shall meet the requirements of these Conditions of Service and shall be inspected and approved by the ESA¹⁷. CNPI requires notification from the ESA granting approval of the

¹⁶ Section 3.1.1 – Distribution System Code – March 1, 2020 edition.

¹⁷ Ontario Electrical Safety Code

installation ESA prior to connection to the Distribution System. Existing installations that have been disconnected from the Distribution System for a period of 6 months or longer shall also be inspected and approved by the ESA prior to reconnection.

Customer-owned substations shall be inspected and approved by the ESA prior to being connected to the CNPI Distribution System.

Transformer foundations shall be inspected and approved by CNPI prior to installation of CNPI-owned equipment.

Underground distribution facilities shall be inspected and approved by CNPI prior to connection to the Distribution System.

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

2.1.5 Relocation of Plant

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

For greater clarity, the Customer will be expected to pay CNPI all its reasonable incremental costs associated with the relocation of the distribution plant at the request of one or more property owners.

In situations where CNPI has already identified facilities to be relocated in its long-term Capital Plan, these costs may be limited to advancement costs if requested to perform this work sooner.

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

2.1.6 Easements and Demarcation Points

2.1.6.1 Registered Easements

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

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

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

The width and extent of any and all easements shall be determined solely by CNPI.

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

In the event that CNPI requires ongoing access to any such facilities through one or more adjacent properties, the Customer shall ensure any access rights necessary to CNPI are registered on title, at no cost to CNPI.

When determined by CNPI, the Customer shall provide to CNPI, free and clear of all encumbrances, sufficient easements to enable the servicing of all existing and proposed developments or subdivisions from plant located on the Customer's property. The Customer shall not erect any buildings or obstructions on CNPI's easements, lands or alter the grading of such lands without prior written approval of CNPI.

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

2.1.6.2 Unregistered Easements

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

A copy of the Electricity Act, 1998 is available online at: <https://www.ontario.ca/laws/statute/98e15>

The Electricity Act, 1998 gives utilities such as CNPI the right to continue to occupy portions of private property which it did historically. It is an effort to strike a balance between the rights of private property owners and the need for the utility to be able to maintain the electricity Distribution System across the province.



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

By virtue of section 46.1(1) of the Electricity Act, 1998, CNPI is able to rely on unregistered rights which continue to exist and bind subsequent owners of private lands.

2.1.6.3 Demarcation Points

Demarcation Points will depend on whether CNPI provides overhead or underground service, as well as the specific rate class.

For class-specific Demarcation Points, see [Section 3.1.5](#) (Residential) and [Section 3.2.6](#) (General Service). For residential and general service customers, CNPI will generally be required to own any assets crossing or running along any public lands or road allowances.

Demarcation Points related to street lighting, private area lighting and unmetered scattered loads will be defined in any joint-use agreements, pole attachment agreements or any other contracts between CNPI and the Customer. Demarcation Points for certain large Customers may be addressed in Customer-specific connection agreements separate from this Conditions of Service document.

2.1.7 Contracts

Under normal circumstances, completing an account setup will be done either by phone or in writing and will establish the contract with CNPI. However, CNPI reserves the right to require any customer, regardless of Rate class, to sign a standard application and contract for electrical service, prior to any connection thereof.

In the absence of a written contract, CNPI has an implied contract with any Customer that is connected to the CNPI Distribution System and receives Distribution Services from CNPI¹⁸. The terms of the implied contract are embedded in these Conditions of Service, the Rate Handbook, CNPI's rates schedules, CNPI's Distribution Licence, the Standard Supply Service Code and the Retail Settlement Code, all as amended from time to time.

However, notwithstanding the absence of a formal contract, the taking and using of service from CNPI by any person or persons constitutes the acceptance of all regulations, conditions and rates as established by any and all statutes, regulations or codes, including without limitation CNPI's Conditions of Service and the terms of any applicable connection agreement. Such acceptance and use of service shall be deemed to be the acceptance of a binding contract with CNPI and the person so accepting shall be liable for payment for such

¹⁸ Section 6.1.2 – Distribution System Code – March 1, 2020 edition.



service and the contract shall be binding upon the person’s heirs, administrators, executors, successors and assigns. For greater certainty, but without limiting the foregoing, this section applies to new customers who are successors or assignees of existing customers or who have undergone a legal name change.

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

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

- a) Temporary Service;
- b) Embedded Generator;
- c) Embedded Distributor;
- d) Other customers with unique connection arrangements and/or operating requirements

Where an Embedded Generator, Embedded Distributor or other customers with unique connection arrangements and/or operating requirements is connected to CNPI’s Distribution System but has not executed a Connection Agreement, provision of Distribution Services to such customer by CNPI shall imply acceptance of all the terms contained in Appendix D of the Distribution System Code (as amended) until such time as CNPI and the customer execute a new Connection Agreement.

When a tenant contacts CNPI to take responsibility for service, the contract is with the tenant. Therefore, whenever the tenant advises us that he or she will no longer accept responsibility as of a specific date, CNPI is obliged to adhere to the date given, despite any lease or verbal agreement between the landlord and tenant. If a tenant advises us that he or she is no longer responsible for the account, a final bill will be issued. At that time, the services will be set up in the landlord’s/owner’s name, only if the landlord/owner agrees by signing the Landlord Consent for Service Connection form [Appendix D](#) to automatically assume responsibility for paying for continued service after the closure of tenant’s account. If a new account is set up in the landlord’s/owner’s name, a new account setup charge may apply, and even though the property may be vacant, monthly service charges and electricity used will be billed.

If the landlord/owner refuses responsibility for account set up for continued service and a new tenant hasn’t assumed responsibility for the account, CNPI may disconnect and remove our delivery equipment from the property.



2.2 Disconnection

CNPI shall not disconnect or install a load control device in an occupied residential property solely on the grounds of non-payment during the winter disconnection ban period of 12:00 am November 15th to 11:59 April 30.

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

- a) where the service has been discontinued;
- b) where there is contravention of the laws of Canada or the Province of Ontario, including the Ontario Electrical Safety Code;
- c) where, in the opinion of CNPI, the Customer's electrical system is defective and represents a danger to life or property, or has an adverse effect on the reliability and safety of the Distribution System;
- d) where there is a material decrease in the efficiency of CNPI's Distribution System;
- e) where there is a potentially adverse effect on the quality of distribution services received by an existing connection;
- f) where there is a power quality issue or electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion;
- g) where the Customer has a building or structure under CNPI's wires which is within clearance recommended by the Canadian Standards Association;
- h) where the failure of the Consumer or Customer to comply with a directive of CNPI that CNPI makes for purposes of meeting its Licence obligations;
- i) where CNPI is ordered to do so by any authority having the legal right to issue such an order;
- j) where the Customer owes CNPI money for distribution services¹⁹, an expansion deposit or security deposit;
- k) where there is imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System;
- l) where there is an inability of CNPI to perform planned inspections and maintenance;
- m) where the Customer fails to maintain Customer-owned equipment that CNPI believes poses a safety or system reliability risk;
- n) where CNPI reasonably believes that there is energy diversion, fraud or abuse;
- o) where CNPI has the inability to access revenue meter data, or perform planned inspections, installations, or maintenance of revenue-metering equipment;
- p) where there is no longer a responsible account holder in relation to the service delivery point;
- q) any other conditions identified in this Conditions of Service document.

¹⁹ Section 4.2.6 – Distribution System Code – March 1, 2020 edition



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

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

An owner of a serviced premise is responsible for the supply of electricity to the building and may request CNPI to terminate supply. CNPI may refuse to terminate the supply of electricity to an owner's building when there are occupants in the building (i.e., during certain periods of the winter).

Where an occupant (not being the owner) has entered into a contract with CNPI for the supply of electricity service, CNPI will also require consent from the occupant prior to disconnection of service.

2.2.1 Disconnection and Reconnection – Process and Charge

If an occupied residential property has been disconnected or a load control device installed for non-payment the service shall be reconnected and full service restored by December 1, provided CNPI can get in contact with the customer, and CNPI shall waive the reconnection charge in this case. In the event that CNPI cannot get in contact with the Customer/outreach efforts are unsuccessful, CNPI may assume the property is vacant and elect to not restore service at this time.

The Customer has the right to request a disconnect and reconnect for maintenance on the existing service during normal business hours. The Customer is entitled to one of such disconnect/reconnects for free per year (as per [Section 1.6 Customer Rights and Liability](#)), and all disconnects/reconnects beyond this will be at the Customer's expense. Beyond normal business hours, CNPI will charge the Customer the premium above the normal business hours cost. Additional works will be chargeable to the Customer.

In accordance with applicable legislation and following the due date, procedures will be followed to collect the overdue amount of a bill for the provision of electricity service. Within approximately one week after the due date, CNPI will issue an account overdue notice by way of automated phone call, mailed letter, or other communication method. If the overdue amount is still outstanding seven or more days after the account overdue notice was issued, CNPI may issue a disconnection notice indicating that the service may be disconnected and not restored, or a Load Limiter Device may be installed, until satisfactory payment arrangements have been made, including payment of any applicable reconnection fees and service charges. Disconnection notices will be in writing and may be delivered by mail, personal service or posted on the property in a conspicuous location. If delivered by mail, the disconnection notice shall be deemed to be received on the fifth calendar day after it is printed by CNPI. In addition to other information required by the



DSC, the disconnection notice will indicate the date range during which the disconnection may occur, or during which the Load Limiter Device may be installed, and will provide information relevant to payment options.

CNPI will not disconnect a customer for non-payment on a day the distributor is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day. Additionally, CNPI shall suspend any disconnection action for a period of 21 days from the date of notification by a LEAP (Low-income Energy Assistance Program) Intake Agency that it is assessing a Residential Customer for the purposes of determining whether the Customer is eligible to receive such assistance, provided such notification is made within 14 days from the date on which the disconnection notice is received by the Customer.

Where applicable, CNPI reserves the right to install a Remote Disconnect Device on a Customer's service.

Where a Remote Disconnect Device has been installed on a Customer's service, CNPI will provide information and instructions to the Customer on operation of the device.

Such disconnection or restriction of service does not relieve the Customer of the obligation of the liability of arrears or other applicable charges for the balance of the term of contract. CNPI shall not be liable for any damage to the Customer's premises resulting from the discontinuance of service or restriction of service other than physical damage to facilities arising directly from entry on the Customer's property.

Notwithstanding the above, in the case of a residential Customer that has provided CNPI 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, or dependent family member or other person that regularly resides with the Customer, the service shall not be disconnected for non-payment until 60 days from the date on which the disconnection notice is delivered²⁰. CNPI reserves the right to request annual updated documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, or dependent family member or another person that regularly resides with the Customer.

At the request of a residential Customer, CNPI shall send a copy of any disconnection notice issued to the Customer for non-payment 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 period²¹. As well, residential Customers may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection.

²⁰ Section 4.2.3 – Distribution System Code – March 1, 2020 edition.

²¹ Section 4.2.2.2 – Distribution System Code – March 1, 2020 edition.



CNPI shall make reasonable efforts to contact, in person or by telephone, a residential customer to whom CNPI has issued the disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, CNPI 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 CNPI 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 CNPI 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 CNPI, 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; CNPI must be prepared to enter into an Arrears Payment Agreement at that time if the customer is eligible;
- (g) advise that the following additional assistance may be available to an eligible low-income customer, along with contact information for CNPI where the customer can obtain further information about the additional assistance:
 - i. a Board-prescribed arrears management program, and other expanded customer service provisions, specifically for eligible low-income customers; and
 - ii. Emergency Financial Assistance; and
 - iii. advise the customer of any additional option(s) that CNPI, in its discretion, wishes to offer to the customer to avoid disconnection.

Where CNPI installs a Load Limiter Device or disconnects a Customer for non-payment, CNPI will provide^{22 23}

- a) the Fire Safety Notice of the Office of the Fire Marshal;
- b) written reconnection waiver (See [Appendix E](#));
- c) any other public safety notices or information bulletins issued by public safety authorities and provided to CNPI, which provide information to Consumers respecting dangers associated with the disconnection of electricity service, and when applicable,
- d) written notice to the Customer explaining the effect of a Load Limiter Device on the service, along with a telephone number for the Customer to obtain further information;
- e) written notice to the Customer explaining the effect of the Remote Disconnect device on the service, along with a telephone number for the Customer to obtain further information.

²² Section 4.2.1.1 – Distribution System Code – March 1, 2020 edition.

²³ Section 4.2.1.2 – Distribution System Code – March 1, 2020 edition – notices must be left at the property at the time of actual disconnection for non-payment.



Where a Load Limiter Device is installed, or a service is disconnected by CNPI for non-payment, CNPI will remove the Load Limiter Device or reconnect the service within 2 business days during normal working hours of the outstanding account balance being paid in full or the Customer entering into an arrears' payment agreement (only when a Load Limited Device has been installed). A Customer may request the continued use of the Load Limiter Device during the arrears' payment agreement.

All applicable charges are available via internet at www.cnpower.com.

Where a service has been disconnected at the meter by CNPI for a period of six months or longer, the Ontario Electrical Safety Code requires a re-inspection by the Electrical Safety Authority (ESA). It shall be the responsibility of the party requiring the reconnection to arrange for the inspection and the payment of fees.

CNPI will not reconnect any such service without a Connection Authorization issued by the ESA.

The Customer is required to sign and submit to CNPI the Electrical Reconnection Waiver form, attached in [Appendix E](#). In the case of a reconnection for maintenance or service upgrades, the Electrical Reconnection Waiver form must be provided to CNPI in advance of scheduling any work with CNPI.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

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

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

It is CNPI's intent to minimize inconvenience to Customers resulting from service interruptions, however occasionally it may be necessary to interrupt a Customer's supply to maintain, enhance or expand the Distribution System. Where feasible, CNPI will make reasonable efforts to schedule interruptions to minimize the inconvenience to its Customers. Where possible, CNPI will endeavor to provide reasonable advance notice



of a planned interruption²⁴. An exception would apply in the event of an Emergency, involving danger to life or limb, or impending equipment damage that could jeopardize the integrity of the Distribution System²⁵.

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

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

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

2.3.1.1 Powers of Entry

CNPI or its authorized agents may, under Section 40 of the Electricity Act, 1998, enter private property at any time for any of the following purposes²⁶:

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

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

Where an Emergency condition or safety hazard exists, at the sole discretion of CNPI, CNPI may choose to immediately exercise its statutory Power of Entry rights and enter onto private lands without prior notice to the Customer.

²⁴ Section 4.4.7 – Distribution System Code – March 1, 2020 edition.

²⁵ Section 4.2.4 – Distribution System Code – March 1, 2020 edition.

²⁶ Section 6.1.5 – Distribution System Code – March 1, 2020 edition.



2.3.1.2 Unauthorized Energy Use

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

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

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

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

2.3.2 Power Quality

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

Upon determination of cause resulting in the power quality concern, where it is deemed a system delivery issue, and where industry standards of good utility practice have not been met, CNPI will recommend and/or take appropriate mitigation measures at its expense. If CNPI is unable to fully correct the problem due to the impact on other Customers, then it is not obligated to do so. If the cause is on the Customer's side of the ownership Demarcation Point, then CNPI may seek reimbursement for the time spent investigating the problem.

Where CNPI has reason to believe that service to a Customer has, or will have, load characteristics that may cause undue interference with service to another Customer(s), the Customer shall, upon written notice by CNPI, provide and install at their expense and within a reasonable period of time, the equipment necessary to

eliminate or prevent such interference. If the Customer does not take such action within a reasonable period, CNPI may refuse to connect or may disconnect the supply of electricity to the Customer.

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

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

2.3.2.0.1 Voltage and Current Harmonics

Large rectifiers, inverters, arc furnaces, static VAR systems, EV charging infrastructure, battery energy storage systems and other non-linear loads may generate harmonic voltages and currents. These harmonics may interfere with the operation of the Customer loads, such as computers and microprocessor-controlled appliances.

CNPI shall refer to the International Electrotechnical Commission IEC 61000 series of Standards and the CAN-CSA C61000 series of Standards adopted therefrom when establishing maximum permissible voltage and current harmonics. CNPI may also refer to suitable IEEE documents and Standards. The Customer shall ensure that Customer-owned equipment does not generate harmonic currents that exceed acceptable industry practices.

2.3.2.0.2 Voltage Fluctuations

Voltage fluctuations within the limits defined in the CSA Standard CAN3-C235 (Latest Edition), are inherent in the normal operation of the Distribution System. However, longer term voltage fluctuations, also called voltage sags and swells, can be found in many Distribution Systems. CNPI will follow Good Utility Practice to minimize the magnitude and extent of voltage sags and swells.

2.3.2.0.3 Frequency Fluctuation

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

2.3.2.0.4 Voltage Flicker Limits

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

2.3.2.0.5 Voltage Unbalanced Limits

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

2.3.2.0.6 Neutral-To-Earth Voltage

In a properly functioning electrical Distribution System, some voltage will always exist between the system neutral and the earth (NEV). The level of NEV may change on a moment-to-moment basis, depending on changes in electrical loading on the system, climatic conditions or other factors. The Distribution System is designed and maintained to result in less than 10 volts of NEV voltage. Typically, readings are much lower. A Customer can also experience NEV that is caused by the Customer's own electrical facilities, such as poor or faulty wiring, improper grounding, defective equipment or ground currents from telephone lines or pipelines. CNPI provides NEV testing and mitigation at the Customer's premise on Customer owned facilities, in accordance with DSC²⁷. Where permitted by the DSC, an hourly charge is applicable for testing.

2.3.2.1 Planned Interruption

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

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

²⁷ Appendix H – Distribution System Code – March 1, 2020 edition.

2.3.3 Electrical Disturbances and Unplanned Outages

2.3.3.1 *Electrical Disturbances*

CNPI shall follow good utility practice in managing the power quality of CNPI's Distribution System and to meet the guidelines of [Section 2.3.5](#) of this document. However, there are levels of voltage fluctuation and other electrical disturbances beyond its reasonable control, including without limitation Customer's equipment and the effects of lightning and storms. Customers must ensure that their equipment does not cause any disturbance that might interfere with operation of other Customers' equipment that is connected to the Distribution System. Examples of equipment that may contribute to a disturbance are large motors, welders, variable speed drives and equipment operating with switch mode power supplies. In planning the installation of such equipment, the Customer is required to consult with CNPI. If the Customer connects such equipment without consulting with CNPI, the Customer shall be responsible for any and all damages and repair work associated with and arising from the use of such equipment.

If it is determined that unacceptable conditions are being caused by any Customer's equipment, the Customer shall, at the Customer's sole expense, take appropriate remedial action to correct the condition. Depending on the severity of the power quality, CNPI may require that such equipment be disconnected from the Distribution System until corrective measures are taken²⁸.

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

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

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

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

²⁸ Section 4.2.6 – Distribution System Code – March 1, 2020 edition.



2.3.3.2 Unplanned Outage and Emergency Conditions

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

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

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

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

2.3.4 Standard Voltage and Capacity Offerings

2.3.4.1 Standard Voltages

Generally, larger loads and generation are connected to a specific Sub-transmission Voltage or Primary Voltage level based on their nameplate size. For each level (Sub-transmission or Primary), one or more of the following voltage may be available, depending on location:

2.3.4.1.1 Sub-transmission Voltages

44,000 volts phase-to-phase, 3 wire ungrounded

34,500 volts phase-to-phase, 3 wire ungrounded

2.3.4.1.2 Primary Voltages

34,500/19,900 volts, 4 wire multi-grounded neutral

27,600/16,000 volts, 4 wire multi-grounded neutral

8,320/4,800 volts, 4 wire multi-grounded neutral

4,800 volts, 3 wire

4,160/2,400 volts, 4 wire multi-grounded neutral

2.3.4.1.3 Secondary Voltages

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

Single-phase, 3-wire, 120/240 volts

Three-phase, 4-wire, 120/208 volts

Three-phase, 4-wire, 347/600 volts

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

2.3.4.2 Capacity Considerations

The supply voltage and circuit characteristics limit the capacity of a service to a Customer's building. In addition to the guidelines (voltage levels, service size limitations) set for the normal supply of Residential Customers outlined in [Section 3.1.1](#), CNPI shall apply the following methodology when servicing a new Customer:

- **Where the maximum demand is less than 75 kVA:** CNPI will normally provide service at single-phase 120/240 volts.
- **Where the maximum demand is greater than 75 kVA and either the three-phase connected load is greater than 15kVA or, in the opinion of CNPI, the nature of the load warrants three-phase voltage:** CNPI will provide service at three-phase 120/208 or 347/600 volts.
- **Where the maximum demand is less than 75kVA or the three-phase load is less than 15kVA:** CNPI may provide three-phase supply if requested by the customer, and a CIAC is paid to CNPI to cover the extra cost of transformers and equipment required to provide the three-phase voltage. This CIAC is in addition to any CIAC that would otherwise apply for Distribution System Expansions or Enhancements to provide three-phase voltage. If sufficient equipment and transformers of adequate capacity exist at the location required, a CIAC may not be required to provide three-phase voltage.

For any other unique circumstances CNPI's Planning/Engineering team will determine the appropriate supply voltage in consultation with the Customer, and a CIAC may be required.

2.3.4.2.1 Loads, Generators and Electrical Storage

Loads will normally be served by a Secondary Voltage Service ([See 2.3.4.2.1.4](#)). However, the size of the property and physical layout of the Customer's facilities or characteristics of the load may require the Customer to be served by a Primary Voltage Service ([See 2.3.4.2.1.3](#)). Further, very large loads, loads located far from the CNPI substation, or loads with certain characteristics, may require the Customer to be served by a Sub-transmission Voltage Service ([See 2.3.4.2.1.2](#)) or Transmission Service ([See 2.3.4.2.1.1](#)). The type of service to be provided to the Customer shall be determined by CNPI early in the connection process.

The size, location and characteristics of the generation or electrical storage proposed, in addition to the effect or effects of any generation or electrical storage already connected to the CNPI Distribution System will impact how much, at which Service level (Sub-transmission Voltage, Primary Voltage or Secondary Voltage) and if the



proposed connection is allowed. The characteristics of the load or generation may require the Customer to be served by the Transmitter. Due to the potential complexity of this service, the process may be lengthy and require many back-and-forth discussions with the Customer. CNPI shall endeavour to determine the length and complexity of the connection process and discuss this aspect with the Customer as soon as required in the DSC.

The type of service to be provided to the Customer, if any, shall be determined by CNPI.

2.3.4.2.1.1 Transmission Service

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

2.3.4.2.1.2 Sub-transmission Voltage Service

Where it is determined by CNPI that a Customer shall be served at Sub-transmission Voltage, the Customer shall supply and install on private property:

- a) any expansion to the CNPI Sub-transmission Voltage system ([See Section 2.1.2](#)); and,
- b) a gang-operated 3 phase switch and fusing at or near the property line; and,
- c) the line, located on the Customer’s property, required to connect to gang-operated switch to the substation; and,
- d) a Customer-owned substation, including transformation; and,
- e) the Customer may be required to supply and install Measurement Canada-approved instrument transformers (Current transformers and Potential transformers) and meter(s) in accordance with the Market Rules. This requirement will be discussed with the Customer during the connection process; and,
- f) a location, suitable to CNPI, for CNPI-owned revenue-metering equipment, in accordance with the requirement in [Section 2.3.7](#); and,
- g) all Secondary Voltage service wiring; and,
- h) the requirement that parts (b) through (g) shall be subject to the requirements of the Electrical Safety Authority; and,
- i) ownership and operational Demarcation Points shall be as defined Sections [3.1.5](#) and [3.2.6](#).

In addition to the Customer responsibilities listed above, the Customer will be responsible for the costs related to any expansion of CNPI’s system, as described in Section 2.1.2.

2.3.4.2.1.3 Primary Voltage Service

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

- a) **Primary Voltage Metering** – the Customer shall supply and install:



- i. any expansion to the CNPI Primary Voltage system (See [Section 2.1.2](#)); and,
 - ii. a gang-operated 3-phase switch and fusing at or near the ownership Demarcation Point; and,
 - iii. a suitable location for a Primary Voltage Metering Unit, as specified by CNPI; and
 - iv. all Primary Voltage line, located on the private property, required to connect the gang-operated switch to the Customer owned transformation; and,
 - v. all transformation, located on the Customer-owned property; and,
 - vi. all Secondary Voltage service wiring; and,
 - vii. the requirement of parts (iv) through (vi) shall be subject to the requirements of the Electrical Safety Authority; and,
 - viii. ownership and operational Demarcation Points shall be as defined Sections [3.1.5](#) and [3.2.6](#).
- b) **Secondary Voltage Service and Metering** (See [Section 2.3.4.2.1.4](#)), which includes a privately-owned Primary Voltage line

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

2.3.4.2.1.4 Secondary Voltage Service

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

- a) Where a Primary Voltage System enhancement or expansion is required, the Customer shall supply and install:
 - i. any line expansion required to extend the Primary Voltage system to the Customer’s property (See [Section 2.1.2](#)); and/or,
 - ii. all Primary Voltage lines, located on the Customer’s property, required to connect to the CNPI Primary Voltage system; and,
 - iii. a pole, acceptable to CNPI, suitable for CNPI to install an overhead pole mounted transformer (transformer ownership discussed below); or,
 - iv. a foundation, suitable to CNPI, to mount a pad-mounted distribution transformer (transformer ownership discussed below); and,
 - v. a location, suitable to CNPI, for CNPI-owned revenue-metering equipment, in accordance with the requirement in [Section 2.3.7](#); and,
 - vi. all Secondary Voltage service wiring, e.g. Triplex service wire; and,
 - vii. the requirement that some or all of part (i) and parts (ii) through (vi) shall be subject to the requirements of the ESA; and,



- viii. Ownership and operational Demarcation Points shall be as defined in Sections [3.1.5](#) and [3.2.6](#).
- b) Where a Primary Voltage system enhancement or expansion is not required, and all assets on private property operate at a Secondary Voltage, the Customer shall supply and install:
 - i. a location, suitable to CNPI, for CNPI-owned revenue-metering equipment, in accordance with the requirement in Section 2.3.7; and,
 - ii. any Secondary Voltage service wiring that is not specifically identified as being supplied by CNPI (e.g. non-standard sizes, configurations or locations, in CNPI’s discretion); and,
 - iii. the requirement that some or all of part (i) and part (ii) shall be subject to the requirements of the ESA; and,
 - iv. Ownership and operational Demarcation Points shall be as defined in Sections 3.1.5 and 3.2.6.

2.3.4.3 Transformers

2.3.4.3.1 Standard Overhead Supply

From its overhead distribution system, CNPI will normally install and maintain overhead transformation and secondary circuits. For supply from an overhead circuit (secondary conductors) the following guidelines apply:

- a) Single-phase, 3 wire, 120/240 volts to a maximum of 200 amps
- b) Three-phase, 4 wire, 120/208 volts to a maximum of 200 amps
- c) Three-phase, 4 wire, 347/600 volts to a maximum of 200 amps

Services larger than 200 amps, where CNPI owns the secondary conductors, shall normally be supplied via an underground service connection.

Customers requesting underground pad-mounted type transformers in lieu of overhead transformation shall pay the difference in material costs between the overhead and the underground transformation, and supply and install at the Customer’s expense an appropriate transformer pad, appropriate grounding, and other required civil work.

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

Ownership and operational Demarcation Points shall be as defined in Sections [3.1.5](#) and [3.2.6](#).

2.3.4.3.2 Underground Supply

For supply from an underground circuit (secondary conductors) the limitations are based on transformation and primary circuit capacity. CNPI will normally install and maintain transformation and associated equipment where the determined maximum demand will not exceed the following:

- a) 75 kVA, single-phase, 3 wire
- b) 300 kVA, three-phase, 4 wire where the available primary supply voltage is less than 5 kV
- c) 500 kVA, three-phase, 4 wire where the available primary supply voltage is greater than 5 kV but less than 15 kV
- d) 1000 kVA, three-phase, 4 wire where the available primary supply voltage is 15 kV or greater.

If the existing Distribution System does not have the capacity to support a proposed connection, a Distribution System Enhancement may be required and the Customer will be required to pay a CIAC.

Generally, Customers whose demand exceeds these guidelines shall install and maintain their own substation with transformers and associated equipment to receive three-phase, 4-wire voltage at the primary voltage level, and will be entitled to a transformation credit.

Customers requiring a primary voltage supply are urged to contact CNPI, as soon in the design phase as possible, to determine which primary voltages are available to them.

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

Customers requesting underground pad-mounted type transformers shall pay the difference in material costs between the overhead and the underground transformation, and supply and install at the Customer's expense an appropriate transformer pad, appropriate grounding, and other required civil work.

Ownership and operational Demarcation Points shall be as defined in Sections [3.1.5](#) and [3.2.6](#).

2.3.5 Voltage Guidelines

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

CNPI shall endeavour to maintain service voltage at the service entrance or ownership Demarcation Point within the guidelines of C.S.A. Standard CAN3-C235 (Latest edition).



Recommended Voltage Variation Limits at Service Entrances as per C.S.A. Standard CAN3-C235				
Nominal System Voltage	Voltage Variation Limits Applicable at Service Entrances			
	Extreme Operating Conditions			
		Normal Operating Conditions		
120/240	106/212	110/220	125/250	127/254
120/208	110/190	112/194	125/216	127/220
347/600	306/530	318/550	360/625	367/635

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

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

2.3.6 Back-up Generators

Customers with portable or permanently connected emergency generation shall comply with all aspects of the Ontario Electrical Safety Code, and in particular, shall ensure that the Customer emergency generation does not back feed on CNPI’s Distribution System.

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

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

2.3.7 Metering

2.3.7.1 General

CNPI will normally provide, install and maintain revenue-metering equipment, instrument transformers, test panels and all interconnecting wiring required for retail settlement and billing of all Customers connected to CNPI's Distribution System, excluding un-metered loads. Wholesale Market Participants and certain Embedded Generators shall own, operate and maintain their own Measurement Canada compliant metering. The location and installation of indoor and outdoor metering shall always be approved by CNPI and readily accessible to CNPI.

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

Generally, metering will be at the Secondary Voltage. Where CNPI owns the Primary Voltage transformation, Primary Voltage metering will be permitted at the discretion of CNPI. However, Primary Voltage transformation owned by the Customer shall be Primary Voltage metered, unless the building qualifies for individual tenant metering, as outlined in the Customer Class Specific section of this document ([Section 3](#)). The incremental cost of Primary Voltage metering is the responsibility of the Customer.

For metering at the Secondary Voltage, the Customer shall provide at his expense:

- a) space and location acceptable to CNPI, as outlined further in this Section, for the installation of the revenue-metering equipment and, if necessary, associated communication equipment;
- b) a proper meter socket (owned and maintained by the Customer), where required;
- c) where required, a lockable enclosure with removable back plate, of dimensions outlined further in this Section;
- d) installation of instrument transformers (supplied by CNPI), when mounting revenue-metering equipment in switchgear, and conduit for instrument transformer leads, where required;
- e) direct access to the revenue meter and associated equipment by CNPI.

The Customer shall provide a clear, safe working space of not less than 1.2 m in front of the installation extending from the floor to ceiling with a minimum ceiling height of 2.1 m to ensure the safety of CNPI personnel who may be required to work on the installation. Provisions for metering shall facilitate a practical mounting height for revenue meters (refer to table in [Section 2.3.7.2](#))

Meters for new or upgraded residential services shall be installed in accordance with the requirements of CNPI and the Ontario Building Code including but not limited to the following:

- a) Shall be outdoors in accessible location
- b) Shall be located not more than 3m (9ft 10in) back from the front of the building (which is defined as the side nearest the utility distribution line)

2.3.7.2 Metering Cabinets (Current Transformer Boxes)

Where metering cabinets are required, the Customer shall supply and install the cabinet to CNPI's specifications. The metering cabinet shall be CSA approved, painted or galvanized, and constructed of No. 16 gauge (minimum) sheet metal and include a provision for sealing and locking. The dimensions of the metering cabinet will depend on the size of the service. The typical relationship is as follows:

METER SOCKET AND CABINET SIZES				
Service Size	Volts	Phase	Meter Socket or Cabinet Size (inches)	Height above Grade or Floor to Socket or Cabinet Bottom (mm)
Up to 200 Amp	120/240	1	4 terminal	1200 min. to 1500 max.
	120/208	2 + N	5 terminal (network)	
	120/208	3	7 terminal	
	347/600	3	7 terminal	
400 Amp & Larger	120/240	3	20 x 30 (horizontal) x 10 or self-contained 400 Amp meter base	1200 min. to 1500 max.
	120/208	3	48 X 48 X 12 or	600 min. to 900 max.
	347/600	3	36 X 36 X 12 and a separate outdoor cabinet for the meter (CNPI-specific)	
Switchgear	120/208 or 347/600	3	20 x 30 (vertical) x 10	1000 min. to 1500 max.
Switchgear Alternative Arrangement	120/208 or 347/600	3	20 x 30 (vertical) x 10 plus 36 x 36 x12	1000 min. to 1500 max.

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



the meter shall be installed with provisions for sealing and locking with the handle in the OPEN position and the door closed.

Normally, for services 800 Amps and greater, the current transformers shall be installed in the Secondary Voltage bus of the switchgear by the Customer. CNPI will supply the current transformers for the switchgear.

2.3.7.2.1 Central Metered Services (CMS)

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

- a) pay the difference between the cost of the standard meter and equipment CNPI would have provided to the Customer under CNPI Conditions of Service and the meter and equipment required for CMS; and,
- b) comply strictly with the Ontario Electrical Safety Code and CNPI’s distribution standards.

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

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

2.3.7.2.2 Multiple Residential Properties

Where the owner of an existing bulk metered multiple Residential property chooses to convert to individual metered dwelling units, the costs of conversion will be the owner’s responsibility. In such cases, the common facilities such as elevators, hall lights, exterior lighting, laundry equipment central electric water heating, etc., shall be combined on a separate service and billed at the General Service Rate with Demand Metering as appropriate.

Metering locations will comply with the Ontario Electrical Safety Code, the Ontario Building Code, and any other CNPI requirements.

2.3.7.3 Interval Metering

The OEB’s Distribution System Code, as amended time to time, requires CNPI to meter Customers of specific load levels with an interval meter that transmits data remotely. CNPI 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 acquiring metering data may be limited.

Once an interval meter installation process is part of CNPI’s settlement process, and has affected the Net System Load Shape, the installation shall not be changed back to a non-interval meter installation.



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

2.3.7.4 Meter Reading

CNPI or its agents shall have the right to read and maintain any meter installed on the Customer’s premises, and the Customer shall maintain a safe environment and unobstructed access to the metering equipment.

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

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

2.3.7.4.1 Interval Metering Data

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

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

- a) **Direct access by Customer** – The Customer may elect to access the MIST meter data directly using Customer purchased software. CNPI will provide the information required to access and use the meter data;
- b) **Information provided by CNPI** – The Customer may request interval data to be forwarded by CNPI or its authorized agent for a fee. For third-parties requesting customer data, proof of authorization is required by the customer.

If a Customer requires real-time meter data, the Customer shall be responsible for:

- a) The incremental cost of a meter that can provide the required access;
- b) installing and maintaining communications hardware and software, in accordance with CNPI requirements.

2.3.7.5 Final Meter Reading

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

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

2.3.7.6 Faulty Registration of Meters

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

In the event of incorrect electricity usage registration, CNPI 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 energy supplied, a reasonable sum based on the reading from any meter formerly or subsequently installed on the premise by CNPI, due regard being given to any change in the character of the installation.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter installation, 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. CNPI will correct the bills for that period in accordance with the applicable regulations under the Act.

2.3.7.7 Meter Dispute Testing

CNPI will attempt to resolve billing enquiries. If an internal investigation is required and does not resolve the matter, the Customer or CNPI may request Measurement Canada to test the meter.

If the test indicates that the meter is not accurate, the Customer's historic billing will be adjusted, and the meter dispute fee borne by CNPI. If the test indicates that the meter is accurate, the Customer shall be required to pay the meter dispute fee.

2.4 Tariffs and Charges

2.4.1 Service Connection, Rates and Charges

CNPI's Distribution Rates and Specific Service Charges are approved by the OEB as they pertain to services applicable to the recognized Customer classes as defined in [Section 3 – Customer Class Specific](#). The Customer will pay for all services at the approved rates and will pay all invoices delivered in accordance with the terms outlined CNPI's approved rates and tariffs. The Customer commences paying from the date of connection to CNPI's Distribution System. CNPI determines electricity usage for which its approved rates apply, either by meter reading, or by an estimate, in cases where a meter reading has not been taken.

CNPI's approved rates and charges may be obtained by request from CNPI. All current rates are available via internet at www.cnpower.com and www.easternontariopower.com.



2.4.2 Electricity Supply

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

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

CNPI shall provide Standard Supply Service for 100% of the electricity consumed by standard supply Customers.

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

CNPI 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 CNPI for distribution services and/or Standard Supply Service.

2.4.2.1 Wheeling of Energy

Customer considering delivery of electricity through the CNPI Distribution system shall contact CNPI for technical requirements and applicable rates.

2.4.3 Deposits

2.4.3.1 Security Deposit

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

Before requiring a security deposit from a new residential customer, CNPI shall offer the customer the option of enrolling in an equal monthly payment plan in accordance with the Standard Supply System Code, a pre-authorized payment plan, or both, and where the customer elects to enroll, no security deposit shall be required. A security deposit shall also not be required from a new residential customer who can provide a satisfactory credit check (contact Customer Service for credit score thresholds) made at the Customer's expense.



CNPI may require a security deposit from the customer if within 12 months of enrollment in an equal monthly payment plan, a pre-authorized payment plan, or both,

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

2.4.4 Billing

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

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

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

2.4.4.1 Opening and Closing of Accounts

Customers who wish to open an account for the supply of electricity by CNPI will notify the Corporation by phone, fax, mail, electronic mail, or other means acceptable to CNPI. Notification must be provided at a minimum of 7 days prior to the opening of an account. Customers who wish to open an account must provide government issued photo identification, and, where applicable, tax-exempt documentation.

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



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

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

2.4.4.2 Billing Options

CNPI can accommodate the following billing options for Retailers:

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

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

2.4.4.3 Prorating Bills and Service Charges

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

2.4.4.4 Estimating Bills

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

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

2.4.4.5 Adjustment Factor

When electricity is delivered over a powerline, a small amount of power is lost as heat dissipation. The adjustment factors applied to metered consumption to account for these losses, known as Total Loss Factors, can be found in CNPI's most recent tariff, available at www.cnpower.com and www.easternontariopower.com.

2.4.4.6 Power Factor

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

2.4.4.7 Billing Disputes

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

2.4.4.8 Billing Breakdown Request

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

2.4.5 Payments

2.4.5.1 Payments and Late Payment Charges

Bills are payable in full by the due date. Payments received after the due date will be subject to a late payment interest charge. The minimum payment period is 25 days from the date the bill is issued to the customer, as defined in [Section 2.4.5.5](#). A Customer may pay the bill without the application of a late payment charge up to the due date. The due date will be identified clearly on the Customer's bill.

2.4.5.2 Arrears Payment Agreement

CNPI offers an Arrears Payment Agreement to all eligible General Service <50 kW Customers, Low-Income Customers and Residential Customers to assist with the payment of billed charges and to avoid disconnection of the electricity supply for non-payment of account. At a minimum the standard terms of the Arrears Payment Agreement shall meet with the requirements outlined in the Distribution System Code²⁹. Offer of the Arrears

²⁹ Section 2.7 – Distribution System Code – March 1, 2020 edition



Payment Agreement by CNPI to a General Service <50 kW Customer need not include those terms and conditions but shall be offered by CNPI on reasonable terms.

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

CNPI 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 residential customer after he or she has entered into an Arrears Payment Agreement with CNPI in respect of the amount that is the subject of that agreement.

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

2.4.5.3 Payment Options

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

The options for payment are:

- a) mailing a cheque or money order to CNPI at the address printed on the bill; or
- b) depositing a cheque or money order in a designated drop-off box location noted on the bill; or
- c) in person at most Canadian financial institutions; or through automated banking machines, telephone banking or Internet bill payment services as offered by the Customer's financial institution; or
- d) pre-authorized automatic withdrawal from the Customer's bank account by CNPI on the due date or dates assigned through budget agreements; or
- e) Credit card payments (Visa or MasterCard only) can be made using the Paymentus toll-free number which is 1-877-260-7783 or via their [website](#). Any transaction fees associated with the use of this service will be billed to the card holder.

All payments must be in Canadian dollars or US dollars.

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



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

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

Payment plans are available to Customers as per Section 2.6.2 of the Standard Supply Service Code. Except where the Customer is in arrears to CNPI for electricity charges and has not entered into an Arrears Payment Agreement with CNPI, an equal monthly payment plan option, whereby an equalized payment amount is automatically withdrawn from a Customer’s account with a financial institution monthly, is available for qualifying residential Customers. The same equal monthly payment plan option is available to general service < 50kW Customers unless the Customer has less than 12 months of history or unpredictable annual consumption, are in arrears, or an equal monthly payment plan was cancelled for non-payment in the last 12 months.

The equal monthly payment plan can be cancelled if the Customer misses more than one payment in the plan year.

2.4.5.4 Payment Allocation

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

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

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



2.4.5.5 Late Payment Interest Charges and Non-Payment Charges

All classes of electricity Customers have twenty (25) days from the date CNPI issues the customer bill to pay their account, where the date issued is defined as:

- a) if sent by mail, the third day after the date on which the bill was printed (as indicated on each bill) by CNPI; or
- b) 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 more than one of the aforementioned methods, on whichever date of deemed issuance occurs last.

Bills are payable in full by the due date; otherwise, Late Payment Interest Charges will apply at a rate of 1.5% monthly (compounded) or 19.56% annually (0.04896% compounded daily rate). Where a partial payment has been made by the Customer on or before the due date, the Late Payment Interest Charge will apply only to the amount of the bill outstanding at the due date.

For determination of late payment charges, the date paid is defined as:

- a) if paid by mail, three days prior to the date on which CNPI receives the payment;
- b) 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; or
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.

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

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

2.5 Customer Information

CNPI shall not disclose specific information about a Customer unless that Customer has authorized the release of information in writing or unless necessary for compliance with the Independent Electricity System Operator's Market Rules, any Ontario Energy Board approved Code or Standard, or any law or court order. CNPI shall not disclose Customer information to a third party without the consent of the Customer in writing, except where the Customer information is required to be disclosed, as follows:



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

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

2.5.1 Provision of Current Usage Data to Customers

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

CNPI will provide access to a Customer’s meter or meter information under the following conditions:

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

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

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

CNPI will honour requests from retailers for historical data delivered electronically through the electronic



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



SECTION 3 CUSTOMER CLASS SPECIFIC

Customer class specific refers to services and requirements that are unique to individual Customer classes. This includes items such as ownership demarcation, metering, service requirements, ownership and operational responsibilities, special contracts and other conditions specific to a Customer class. Inspection of works not normally within the scope of the Electrical Safety Authority is also defined.

CNPI will abide by the DSC (Section 2.5) when it comes to reclassification of Customers. Customers will be reviewed and reclassified when warranted on an annual basis. The Customer is allowed under the DSC to make only one interim request annually to CNPI for re-classification review and CNPI shall reclassify the Customer if warranted.

3.1 Residential Service

For purposes of these Conditions of Service, “residential” generally pertains to the supply of single-phase electrical energy to detached and semi-detached, single-family homes, and farms. A single-family home being a permanent structure or structures located on a single parcel of land and approved by a civic authority as a dwelling and occupied for that purpose by a single Customer on a year-round basis.

In these Conditions of Service, subdivisions, multi-units or townhouses developments, and customers requiring the construction of primary lines on private property, are considered as General Services rather than Residential Services for purposes of new connections if an expansion to CNPI’s distribution system will be required, or if CNPI is to assume ownership of assets once municipal rights-of-way are to be established. Refer to [Section 2.1.2](#) of this document for information on expansions to CNPI’s system.

Multi-unit residential refers to a structure or structures constructed on a single parcel of land containing more than one single family dwelling unit. These units may be individually metered or metered with a bulk meter exceeding 200 amps.

3.1.1 General Information

Normally, CNPI will provide one service or delivery point to each residence. The normal service voltage will be 120/240 volts, 60 Hz. The minimum service size for new and upgraded services shall be 100 amperes and the typical maximum size shall be 200 amperes.

Residential services above 200 amperes or requiring 3-phase supply or more than one service/delivery point will require consultation with and the approval of CNPI prior to construction. Additional costs and account classifications will be considered on a case by case basis.

In circumstances where two existing services are installed to a residence and one is being upgraded, the upgraded service will replace both of the existing services. Where existing revenue metering is located inside

the residence, the Customer will relocate it to the exterior of the building at the time of upgrading the existing service.

3.1.2 Early Consultation

To avoid unexpected delays and/or expenses to the customer, the location of the service entrance point and the meter base will be established through early consultation between the Customer and CNPI for both new and upgraded services. This consultation should be initiated by the Customer and take place not less than ten (10) business days prior to the required in-service date. Additional time should be allowed for services requiring expansions or enhancements to the Distribution System in accordance with [Section 2.1.2](#) of this document. The Customer, if required, shall supply the following information during the consultation:

- (a) the required service date,
- (b) service capacity and voltage rating,
- (c) location of other services such as gas, telephone, water and cable TV,
- (d) details of any equipment which may demand a high consumption of electricity if applicable, and
- (e) site plan showing proposed location of the service entrance with respect to the lot lines.

3.1.3 Residential Service Types

3.1.3.1 Overhead-Secondary Voltage Service

CNPI will designate the pole (or span) from which the service will be supplied and the location of a rigid service mast.

As per 3.1.4 of this document, CNPI will provide up to thirty (30) meters of overhead service conductor from the street line to the point of demarcation at no charge.

Where the distance from the main line (or secondary crossing pole) exceeds 30 meters, the customer will be required to contribute towards any additional costs incurred by CNPI. If CNPI is required to furnish one or more service poles, the customer will provide access along a maintained road to allow for initial construction and ongoing maintenance as may be required from time-to-time.

The Customer will provide a rigid service mast, to ESA requirements, with sufficient height to maintain proper minimum clearance in accordance with ESA requirements.

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

Where the distance from the Main Line to the desired point of service prevents the supply of 120/240V using 3/0 aluminum triplex, the customer shall be responsible to furnish and maintain their own primary pole line

and secondary service to their point of attachment.

This line must be constructed in compliance with the current version of the Ontario Electrical Safety Code (OESC). The transformer pole must also comply with CNPI's approved construction standards. CNPI will require a Connection Authorization from the Electrical Safety Authority (ESA) prior to connection of such a line to CNPI's primary system.

In consultation with the Customer, CNPI will designate the pole from which the primary service will be supplied, the location of the transformer pole, and the location of secondary metering equipment.

CNPI will install and maintain all hardware and anchoring required on CNPI's primary distribution system to facilitate the connection including a primary disconnect device (fused) to serve as CNPI's operational point of demarcation (load side of switch). CNPI will also install a distribution transformer and appropriate secondary metering on the Customer's property. The customer will receive credit for the equivalent overhead service of thirty (30) meters.

3.1.3.3 Underground – Secondary Voltage Service

CNPI will specify the connection point of the proposed service to CNPI's distribution system, as well as the location of the customer-owned meter base.

CNPI will normally install and maintain underground service conductors from the nearest connection point on the Distribution System to the line side of the customer's meter base at the customer's expense. The customer will receive credit for the equivalent overhead service of thirty (30) meters. The amount of this credit is available via internet at www.cnpower.com and/or www.easternontariopower.com.

The Customer will provide the trench and mechanical protection of the conductors located on the Customer's property to CNPI specifications. The trench and protection shall be inspected by CNPI prior to backfilling.

The customer shall install, own, and maintain secondary service conductors under any of the following conditions:

- (a) Conductor terminations are inside the Customer's building;
- (b) Conductor is a non-standard installation; or
- (c) Where the conductor exceeds fifty (50) meters (cable length) on private property;

Customer owned underground services shall be constructed in accordance with the latest version of the Ontario Electrical Safety Code (OESC). CNPI will require a connection authorization from the Electrical Safety Authority (ESA) prior to the energization of these services.

3.1.3.4 Underground – Primary Voltage Service

Within the voltage guidelines of Section 2.3.6 of this document, where the distance from the Main Line to the desired point of service prevents the supply of 120/240V using 250kml aluminum conductor, the customer shall be responsible to furnish, own and maintain their own primary underground service.

This line must be constructed in compliance with the current version of the Ontario Electrical Safety Code (OESC). The transformer pad and grounding must also comply with CNPI's approved construction standards and the installation must be inspected prior to backfill. CNPI will require a Connection Authorization from the Electrical Safety Authority (ESA) prior to connection of such a line to CNPI's primary system.

In consultation with the Customer, CNPI will designate the pole from which the primary service will be supplied, the location of the transformer pad, and the location of secondary metering equipment.

CNPI will install and maintain the connections to CNPI's primary distribution system including a primary disconnect device (fused) to serve as CNPI's operational point of demarcation (load side of switch). CNPI will also install a pad-mount distribution transformer and appropriate secondary metering on the Customer's property.

The customer will be expected to pay a contribution to offset CNPI's installed cost of the disconnect device and transformer. However, the customer will be entitled a credit equivalent to the SCA (see [Section 3.1.4](#)), and will receive a credit equivalent to a portion of the installed cost of an overhead distribution transformer.

3.1.4 Standard Connection Allowance and Variable Connection Charge

The Standard Connection Allowance (SCA) for a residential service includes the labour and material costs for:

- a) One estimate and layout for the new service (There may be charges by CNPI if the customer requires more one estimate and layout due to changes in the customer's needs);
- b) Up to thirty (30) meters of overhead service conductor, to a maximum size of 3/0 aluminum triplex;
- c) Connectors required to connect the service conductor to the Distribution System and to the Customers service wires;
- d) Mechanical strain connectors to attach the service conductors to the Distribution System and the Customers service attachment;
- e) Miscellaneous tape, sealants, protectors and corrosion inhibitors as required
- f) Standard revenue metering

and if required,

- g) One crossing pole and anchoring required for overhead road crossing or an equivalent non-refundable credit towards the customer's cost of installing an underground service under a roadway (where municipal consent can be obtained);

- h) Installation of standard overhead transformation;
- i) Revenue metering instrument transformers

A Variable Connection Charge shall be calculated by CNPI as the costs associated with the installation of plant and equipment above and beyond the Standard Connection Allowance for basic connection. These costs may include but not be limited to the following:

- a) Incremental costs associated with the supply of underground transformation;
- b) the supply and installation of poles, anchors, all secondary over thirty (30) meters, hardware, and structures, as required on Customer property; and
- c) the costs associated with all make-ready work required on the Distribution System to support the new service exclusive of the secondary bus installation. These costs include pole, anchoring or hardware changes.

CNPI will recover the Variable Connection Charge from the Customer prior to the connection of the service.

3.1.5 Point of Demarcation

The Point of Demarcation is where CNPI’s operational and ownership responsibilities end, and the Customer begins.

Unless specific arrangements between CNPI and the customer are made, the following will be deemed to be the Point of Demarcation:

- a) **Overhead - Secondary:** the electrical connections at the service mast.
- b) **Underground - Secondary:** the source side electrical connections of the meter base, unless the underground service is owned by the Customer as described in [3.1.3.3 Underground – Secondary Voltage Service](#), in which case the Point of Demarcation is:
 - i. The secondary transformer connections if the transformer is located on the Customer’s property
 - or**
 - ii. The property line if the transformer is located on a public road allowance
- c) **Overhead or Underground - Primary:** the load side of the primary disconnect device. CNPI will own and maintain the distribution transformer, but the customer is responsible to own and maintain the transformer’s supporting structure in good condition.

In all installations the revenue meter and, if applicable, all revenue instrument transformers, are owned and maintained by CNPI. The meter base remains the responsibility of the Customer.



3.1.6 Access

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

3.1.7 Metering

The Customer shall supply, install and maintain a meter socket and suitable space for auxiliary equipment if required, and it shall be readily accessible to CNPI personnel. Normally, the meter base shall be installed on the exterior of the building at 1.7 meters above finished grade to the center of the meter and the meter shall be installed on the line side of the main disconnect device. If the Customer and CNPI agree on an alternate meter base location then the point of demarcation may change.

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

3.1.8 Inspection

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

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

Underground service installations shall be inspected by CNPI prior to backfilling.

3.1.10 Subdivision, Multi-Unit and Townhouse Development

Developers proposing subdivision, multi-unit and townhouse projects shall consult with CNPI prior to submitting a design for electrical service. Prior to preparing a design the developer shall submit, at a minimum, the following to CNPI:

- a) A fee to defray CNPI's costs in preparing any required designs;
- b) a grading and site plan showing the buildings in relationship to existing and proposed property lines as well as other buildings, streets and other services such as water, gas, telephone and cable television;
- c) civic addresses;
- d) legal reference plan;
- e) a layout showing the number of units and electrical service requirements;
- f) required service date.



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

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

CNPI will follow the guidelines established in the Distribution System Code to determine any required Contributions in Aid of Construction (See [Section 2.1.2.2](#)) and Expansion Deposit (See [Section 2.1.2.4](#)), as well as Sureties (such as a Letter of Credit) to guarantee the Expansion Deposit.

3.2 General Service

For purposes of these Conditions of Service, general service pertains to the supply of electrical energy to all non-Residential services as described in [Section 3.1](#) of this document. These include multi-unit residential (apartments and condominiums) and single commercial and industrial buildings. Single commercial and industrial building is interpreted as a structure or structures on a single parcel of land occupied by one Customer.

3.2.1 General Information

Normally, CNPI will provide one service or delivery point for each General Service Customer. At CNPI’s sole discretion, more than one delivery point may be allowed. Any such arrangement with a Customer must also be acceptable to the ESA.

3.2.2 Early Consultation

NOTE: If a customer is required to own and install primary equipment (i.e. greater than 750V) as part of a new service connection, it is imperative that they consult with CNPI regarding planned primary voltage conversion programs. CNPI may require the installation of equipment rated to operate at a future nominal voltage in addition to the nominal voltage available at the time of connection. CNPI will not be responsible for future voltage conversion costs on customer-owned equipment if they were identifiable at the time of connection or subsequent upgrade.

Prior to the preparation of a design for a general service, the Customer will be required to provide the following information to CNPI, where applicable:

- a) the approximate date the Customer will require service;
- b) site and grading plans showing the location of the building relative to property lines, public rights-of-way, driveways and parking lots;



- c) locations of other services including gas, water, sewer, cable TV and telephone;
- d) the preferred routing for a duct bank or pole line, subject to approval by CNPI;
- e) preferred location of the transformer, subject to approval by CNPI;
- f) the location of the revenue-metering installation, subject to approval by CNPI;
- g) amperage of the service;
- h) preferred voltage of the service;
- i) preferred location of the service entrance;
- j) estimated initial electrical demand and ultimate maximum demand;
- k) single line diagram;
- l) listing of all significant loads such as lighting, motors, cooling, heating, X-ray units, welders, etc.;
- m) copies of service entrance switchgear, detailing metering equipment installation;
- n) if applicable, substation information including transformer capacity, Primary and Secondary Voltages, tap positions, impedances, connection details, grounding details and protective coordination information.

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

If a Customer is required to own and install Primary Voltage equipment as part of a new or upgraded Service Connection, it is imperative that the Customer consult with CNPI regarding planned Primary Voltage conversion programs. CNPI may require the installation of equipment rated to operate at a future nominal Primary Voltage in addition to the nominal Primary Voltage available at the time of connection. CNPI will not be responsible for future Primary Voltage conversion costs on Customer-owned equipment, if they were identifiable at the time of connection or subsequent upgrade.

3.2.3 Standard Connection Allowance and Variable Connection Charge

CNPI provides the services and facilities described in the Standard Connection Allowance (SCA) for General services at no cost to the Customer. The SCA for General services varies based on the type of service being installed (i.e. Overhead vs. Underground, Primary vs. Secondary). The SCA for each type of service is described under its respective section hereafter.



A Variable Connection Charge shall be calculated by CNPI as the costs associated with the installation of plant and equipment above and beyond the Standard Connection Allowance for each type of service.

3.2.4 General Service – Secondary Supply

3.2.4.1 Overhead - Secondary Voltage Service

Within the capacity limitations stated in [Section 2.3.4](#) of this document, CNPI will normally provide one overhead service to a General Service Customer using service cable up to 3/0 aluminum triplex or quadruplex in size and up to 75 kVA single phase pole mounted transformers. Padmount transformers and underground installations are required for larger services. CNPI will designate the pole (or span) from which service will be supplied and the location of a rigid service mast.

CNPI will provide up to thirty (30) meters of overhead service conductor from the street line to the point of demarcation at no charge.

Where the distance from the main line (or secondary crossing pole) exceeds 30 meters, the customer will be required to contribute towards any additional costs incurred by CNPI. If CNPI is required to furnish one or more service poles, the customer will provide access along a maintained road to allow for initial construction and ongoing maintenance as may be required from time-to-time.

The Customer will provide a rigid service mast, to ESA requirements, of sufficient height to maintain proper minimum clearance in accordance to the ESA requirements. The maximum capacity of an overhead service is 200 amperes; larger capacity services will be installed underground.

Standard Connection Allowance (SCA)

The Standard Connection Allowance (SCA) for a General Overhead Secondary Supply service includes the labour and materials costs for:

- (a) One estimate and layout for the new service
- (b) Up to thirty (30) meters of overhead service conductor, to a maximum size of 3/0 aluminum triplex or quadruplex
- (c) Connectors required to connect the service conductor to the Distribution System and to the Customers service wires;
- (d) Mechanical strain connectors to attach the service conductors to the Distribution System and the Customers service attachment;
- (e) Miscellaneous tape, sealants, protectors and corrosion inhibitors as required
- (f) Standard revenue metering



and if required,

- (g) One crossing pole and anchoring required for overhead road crossing (if required)
- (h) Installation of standard overhead transformation (See [Section 2.3.4.3.1 Standard Overhead Supply](#))
- (i) Revenue metering instrument transformers

3.2.4.2 Overhead – Customer-Owned Primary

Where the distance from the Main Line to the desired point of service prevents the supply of standard secondary service, the customer shall be responsible to furnish, own and maintain their own primary pole line to their point of attachment. For connection purposes, the customer is responsible to ensure that this line utilizes CNPI standard wire gauges and connection components.

This line must be constructed in compliance with the current version of the Ontario Electrical Safety Code (OESC). The customer-owned transformer pole must also comply with CNPI’s approved construction standards. CNPI will require a Connection Authorization from the Electrical Safety Authority (ESA) prior to connection of such a line to CNPI’s primary system. In consultation with the Customer, CNPI will designate the pole from which the primary service will be supplied, the location of the transformer pole, and the location of secondary metering equipment.

CNPI will install and maintain all hardware and anchoring required on CNPI’s primary distribution system to facilitate the connection including a primary disconnect device (fused). CNPI will also install and maintain a distribution transformer and appropriate secondary metering on the Customer’s property. Secondary conductor between the transformer and meter installation will be owned and maintained by the Customer.

Standard Connection Allowance (SCA)

The Standard Connection Allowance (SCA) for a General Overhead Customer-Owned Primary service includes the labour and materials costs for:

- (a) One estimate and layout for the new service
- (b) Credit for up to thirty (30) meters of overhead service conductor
- (c) Standard revenue metering
- (d) Supply and installation of an overhead distribution transformer (on customer-owned pole)
- (e) Supply and installation of a fused primary disconnect device.



3.2.4.3 Underground Secondary Voltage Service

CNPI will specify the point from which the service will be connected to CNPI's distribution system as well as the location of the meter base.

Overhead Transformation

Within the capacity limitations stated in [Section 2.3.4](#) of this document, CNPI will normally supply one underground service supplied from an overhead transformer installation to a General Service Customer. The Customer will provide and install the underground service to the overhead transformer installation, including a service mast attached to the transformer pole at the Customer's expense and to the satisfaction of CNPI. CNPI will install and maintain the connections to the transformer. All Customer-owned equipment shall be installed in compliance with both the OESC and CNPI's construction standards, and must be inspected by the ESA.

Pad mounted Transformation

Within the capacity limitations stated in [Section 2.3.4](#) of this document, CNPI will normally provide one underground service supplied from a pad mounted transformer installation to a General Service Customer. At CNPI's sole discretion, more than one secondary delivery point may be allowed. Any such arrangement with a Customer must also be acceptable to the Electrical Safety Authority (ESA).

The Customer will provide and install the underground service to the pad mounted transformer installation, including the proper connectors to connect at the secondary bus of the pad mounted transformer, at his expense and to the satisfaction of CNPI. CNPI will install the connectors on the secondary bus of the transformer.

Where required, the Customer will provide at his expense, the following:

- (a) Trenching, duct structure, safety marking and back filling from the Distribution System to the transformer;
- (b) A transformer pedestal acceptable to CNPI, complete with all appropriate grounding equipment and traffic barriers;

If it is not practical to use a pad mounted transformer the Customer shall provide at his expense a suitable vault or enclosure, acceptable to CNPI, in the building for the exclusive use by CNPI for its equipment necessary to supply and maintain service to the Customer.

Standard Connection Allowance and Variable Connection Charge – Underground Secondary Supply



The standard connection allowance for an underground general service – Secondary Supply includes:

- (a) Switches, fuses, lightning arrestors and guards, as required – labour and materials;
- (b) Connection of the Customer’s secondary connectors to the secondary bus of the transformer - labour;
- (c) Inspection of the trench and duct installation - labour;
- (d) Miscellaneous tape, sealants, protectors and corrosion inhibitors as required - labour and materials; and
- (e) revenue meter and instrument transformers, if required - labour and materials.

A Variable Connection Charge shall be calculated by CNPI as the costs associated with the installation of plant and equipment above and beyond the Standard Connection Allowance for basic connection using its CIAC policy. CNPI will recover the Variable Connection Charge from the Customer prior to the connection of the service.

3.2.5 General Service – Primary Supply

Customer taking primary service and supplying their own transformation shall take one of the following voltages, depending on availability:

- (a) 2,400 / 4,160 volts 3-phase 4 wire
- (b) 4,800 volts 3-phase 3 wire
- (c) 4,800 / 8,320 volts 3-phase 4 wire
- (d) 16.0 / 27.6 kilovolts 3-phase 4 wire
- (e) 19.9 / 34.5 kilovolts 3-phase 4 wire

It is recommended that Customers’ transformers have high voltage taps ranging from 107.5% to 97.5%. The Customer should consult with CNPI prior to procuring the transformer.

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



Lightning arrestors are recommended and should be installed at the termination pole.

All Customer-owned substations must be inspected by the ESA and CNPI and a pre-service inspection report will be provided to CNPI by the owner.

To facilitate and encourage maintenance of the Customer-owned substations, CNPI will provide one planned disconnection and reconnection of the Customer’s service annually. This is a free service if scheduled during CNPI’s normal business hours. Beyond normal business hours CNPI will charge the Customer the premium above the normal business hours cost. Additional works will also be chargeable to the Customer if required.

Standard Connection Allowance and Variable Connection Charge – Primary Supply

There is no Standard Connection Allowance associated with Primary Supply.

All costs associated with system expansion or enhancement shall be borne by the Customer. A Variable Connection Charge shall be calculated by CNPI as the costs associated with the installation of all plant and equipment associated with the service as per the CIAC Policy. CNPI will recover the Variable Connection Charge from the Customer prior to the commencement of construction.

For Primary Supply services larger than 1000kVA, CNPI will require the installation of primary revenue metering at the customers expense. At its sole discretion, CNPI may require the installation of primary metering for smaller services if required for technical reasons.

3.2.6 Point of Demarcation

The Point of Demarcation is where CNPI’s operational and ownership responsibilities end, and the Customer begins.

Unless specific arrangements between CNPI and the customer are made, the following will be deemed to be the Point of Demarcation:

- (a) **Overhead - Secondary Supply:** the electrical connections at the service mast.
- (b) **Overhead - Customer-Owned Primary:** the customer (i.e. load) side of the CNPI-Owned primary disconnect device.
- (c) **Underground - Secondary Supply (Overhead Transformation):** the connection at the secondary terminals of the transformer installation.



(d) **Underground - Secondary Supply (Pad mounted Transformation):** the connection at the secondary terminals of the transformer installation. The customer is responsible for the service cable terminations (lugs).

(e) **Underground - Primary Supply:** the isolation device at the termination pole or point of underground connection. The isolation device and pole are the responsibility of the Customer, unless the pole is on a public right of way, in which case CNPI will have ownership of the pole.

In all installations the revenue meter and, if applicable, any revenue instrument transformers, are owned and maintained by CNPI. The meter base is the responsibility of the Customer.

3.2.7 Location of Transformers and Other Equipment

To minimize potential expense, the Customer shall consult with CNPI to determine the optimal location of the transformer or other equipment during the early consultation phase of the project.

3.2.8 Supply of Equipment

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

3.2.9 Short Circuit Capacity

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

3.2.10 Access

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

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

3.2.11 Metering

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

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

Where telecommunications equipment is required for retail settlement, the Customer will make available to CNPI such facilities as described in [Section 2.3.7.3](#) Interval Metering.

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

3.3 Applicable Rates for General Service

A General Service customer will be charged for its electrical service and consumption under a Rate Order approved by the Ontario Energy Board based on the following criteria:

3.3.1 General Service (Less than or Equal to 50 kW)

A customer is considered to be in this category if their measured peak monthly demand consistently lies less than or equal to 50kW. CNPI will review its metering and billing and metering information on a regular basis (at least once every twelve months), and reclassify a customer if its demand characteristics so require.

3.3.2 General Service (Above 50 kW)

A customer is considered to be in this category if their measured peak monthly demand consistently exceeds 50 kW. CNPI will review its metering and billing and metering information on a regular basis (at least once every twelve months), and reclassify a customer if its demand characteristics so require.

Special attention should be made to the Capacity provisions of [Section 2.3.4.2](#) of this document.

3.4 Embedded Generation

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

The generation Customer must meet all requirements outlined by the IESO, Distribution System Code, and ESA. Additional technical requirements will be confirmed by CNPI's Engineering Department based on the



specific circumstances associated with each project. CNPI reserves the right to perform a Customer Impact Assessment at the Customer’s expense.

An Embedded Generator must enter into a Connection Agreement in a form acceptable to CNPI prior to connection of generation facilities to CNPI’s Distribution System. Provided the Embedded Generator has provided CNPI with all the information requested in a timely manner, CNPI will make a final offer to connect the Generator within the number of days specified in the Distribution System Code.

The maximum CNPI may charge an Embedded Generator for Enhancements and/or Additions to the Distribution System required to connect is prescribed in the DSC. CNPI’s costs associated with preliminary review, study and final proposal are the responsibility of the Embedded Generator.

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

For all Customers, the installation of an embedded generation facility may result in Standby Power charges and Gross Load Billing charges per CNPI’s currently approved Tariff of Rates and Charges. Please contact CNPI Customer Service for more details.

3.4.1 Technical Requirements

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

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

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



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

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

The Customer shall dispatch on or off the Embedded Generation Facility from the Distribution System:

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

3.5 Embedded Market Participant

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

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

CNPI will make every reasonable effort to respond promptly to a Market Participant’s request to connect to the Distribution System. CNPI will provide an opportunity for initial consultation with the Market Participant regarding the process to connect to the Distribution System within 15 calendar days of receiving a written request from the Market Participant. Provided the Market Participant has provided CNPI with all the information requested in a timely manner, CNPI will make a final offer to connect the Market Participant within 60 calendar days of receiving the initial request. [Section 3.2](#) of these Conditions of Service shall apply with respect to applicable charges to connect.

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

In order for CNPI to make the necessary changes to its billing systems, Customers who wish to register or de-register with the IESO as Wholesale Market Participant shall notify CNPI in writing at least 60 days in advance. The Customer must ensure that sufficient time is provided for IESO registration or de-registration.

3.6 Embedded Distributor

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

[Section 3.2](#) of these Conditions of Service shall apply with respect to applicable charges to connect.

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

3.7 Unmetered Connections

In instances where it is determined by CNPI that the nature of the Customer's load characteristic is constant over the billing period, normally with minimum energy consumption, CNPI may, at its discretion, designate the service to be unmetered. Energy consumption will be based on the connected wattage and calculated hours of use. Examples of unmetered services are traffic lights, area lighting, billboards, etc.

Special rules may apply with respect to additions and/or enhancements required to connect to the Distribution System.

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

3.7.1 General

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

3.7.1.1 Unmetered Connections – CNPI Obligations

For any changes related to cost allocation studies, load profile studies or other rate-related materials that may materially impact unmetered load Customers, CNPI will communicate with all unmetered load Customers in a

timely fashion via the email address on file for the account(s). This communication will provide a summary of the proposed changes and impacts, with instructions on how to provide feedback or become engaged, if the Customer desires to do so.

3.7.1.2 Unmetered Connections - Customer Obligations

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

It is the responsibility of the Customer to notify CNPI of any such changes in a timely manner. CNPI accepts no responsibility for billing discrepancies that may arise from any lack of such notification. In the event that CNPI discovers that one or more such connections were created or modified without notification, CNPI reserves the right to apply retroactive billing, dating back to the time when such notifications should have taken place.

3.7.2 Billboards

Provision of electrical service for the illumination of billboards is subject to the following conditions:

- a) Nominal service voltage, at the discretion of CNPI, will be 120/240 volt 3 wire;
- b) the method and location of the service will be established by CNPI in consultation with the Customer;
- c) billing will be based on the connected wattage and the calculated hours of use;
- d) where transformation does not exist, the Customer will pay a CIAC to offset the cost of material and labour;
- e) CNPI will provide and install overhead service conductors up to a maximum distance of fifteen (15) meters from the nearest point of supply on the existing Distribution System. Additional lengths will be supplied and installed at the expense of the Customer. All civil work associated with the provision for underground service will be at the expense of the Customer. Cost to supply and install the underground conductor will be credited with the cost of providing fifteen (15) meters of overhead service conductor;
- f) any addition and/or enhancement to the Distribution System required to connect the service will be at the expense of the Customer.

3.7.3 Decorative Lighting, Roadway Lighting & Area Lighting

Provision of electrical service for the operation of privately-owned decorative lighting, roadway lighting, area lighting, etc. is subject to the following conditions:

- a) Nominal service voltage, at the discretion of CNPI, will be 120/240 volt 3 wire;
- b) the method and location of the service will be established by CNPI in consultation with the Customer;
- c) billing will be based on the connected wattage and the calculated hours of use;
- d) where transformation does not exist, the Customer will pay a CIAC to offset the cost of material and labour;
- e) CNPI will provide and install overhead service conductors up to a maximum distance of fifteen (15) meters from the nearest point of supply on the existing Distribution System. Additional lengths will be supplied and installed at the expense of the Customer. All civil work associated with the provision for underground service will be at the expense of the Customer. Cost to supply and install the underground conductor will be credited with the cost of providing fifteen (15) meters of overhead service conductor;
- f) any addition and/or enhancement to the Distribution System required to connect the service will be at the expense of the Customer.

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

3.7.4 Traffic Signals

Provision of electrical service for the operation of traffic signals is subject to the following conditions:

- a) Nominal service voltage, at the discretion of CNPI, will be 120/240 volt 3 wire;
- b) the method and location of the service will be established by CNPI in consultation with the Customer;
- c) billing will be based on the connected wattage and the calculated hours of use;
- d) transformation will be supplied and installed by CNPI at its expense;
- e) CNPI will provide and install overhead service conductors up to a maximum distance of thirty (30) meters from the nearest point of supply on the existing Distribution System. Additional lengths will be supplied and installed at the expense of the Customer. All civil work associated with the provision for underground service will be at the expense of the Customer. Cost to supply and install the underground conductor will be credited with the cost of providing thirty (30) meters of overhead service conductor;
- f) any addition and/or enhancement to the Distribution System required to connect the service will be at the expense of the Customer.



3.7.5 Cable TV Amplifiers

Provision of electrical service for the Cable TV amplifiers is subject to the following conditions:

- a) Nominal service voltage, at the discretion of CNPI, will be 120/240 volt 3 wire;
- b) the method and location of the service will be established by CNPI in consultation with the Customer;
- c) billing will be based on the connected wattage and the calculated hours of use;
- d) where transformation does not exist, the Customer will pay a CIAC to offset the cost of material and labour;
- e) CNPI will provide and install overhead service conductors up to a maximum distance of fifteen (15) meters from the nearest point of supply on the existing Distribution System. Additional lengths will be supplied and installed at the expense of the Customer. All civil work associated with the provision for underground service will be at the expense of the Customer. Cost to supply and install the underground conductor will be credited with the cost of providing fifteen (15) meters of overhead service conductor;
- f) any addition and/or enhancement to the Distribution System required to connect the service will be at the expense of the Customer.

3.7.6 Other Small Services

Provision of electrical service for other small services such as bus shelters, phone booths, etc. are subject to the following conditions:

- a) nominal service voltage, at the discretion of CNPI, will be 120/240 volt 3 wire;
- b) the method and location of the service will be established by CNPI in consultation with the Customer;
- c) billing will be based on the connected wattage and the calculated hours of use;
- d) where transformation does not exist, the Customer will pay a CIAC to offset the cost of material and labour;
- e) CNPI will provide and install overhead service conductors up to a maximum distance of fifteen (15) meters from the nearest point of supply on the existing Distribution System. Additional lengths will be supplied and installed at the expense of the Customer. All civil work associated with the provision for underground service will be at the expense of the Customer. Cost to supply and install the underground conductor will be credited with the cost of providing fifteen (15) meters of overhead service conductor;
- f) any addition and/or enhancement to the Distribution System required to connect the service will be at the expense of the Customer.

3.8 Private Area Lighting

As of the effective date of this Conditions of Service document, CNPI will no longer provide private area dusk to dawn lighting to its Residential or General Service Customers.

For those Customers who are already in contract with CNPI for private area lighting, CNPI shall use its best efforts to provide illumination during the hours of darkness for a total of approximately 4000 hours per year. This service is unmetered (rates are subject to change), and a copy of the contract and applicable rates can be requested from CNPI Customer Service.

For those grandfathered Customer contracts, the following will apply:

- a) Within the terms of the contract, CNPI will provide a maximum of thirty (30) meters of overhead wire and one (1) pole per fixture requested. The costs of additional poles and wire will be paid by the Customer in advance of the installation;
- b) CNPI will make all repairs necessary to maintain service during normal working hours, Monday through Friday, only. However, where lighting fixtures or lamps are wantonly, willfully, or negligently damaged or destroyed (other than through the negligence of CNPI) CNPI, may at its discretion after contacting the Customer, remove the facilities and end monthly billing thirty (30) days following removal. The Customer may choose to pay for the repairs in advance in order to maintain service;
- c) CNPI will supply the energy required;
- d) CNPI will not be required to provide private area lighting where, in the opinion of CNPI, the service is unsuitable for the task or where the nature of the activities carried out in the area would likely result in damage to the poles, wiring or fixtures;
- e) CNPI shall supply only certain fixture sizes utilizing an efficient lighting source in accordance with current industry standards;
- f) The location of fixtures and poles shall be determined by CNPI in consultation with the Customer. After poles and fixtures have been installed they shall not be relocated except at the expense of the Customer. All fixtures poles shall remain accessible to CNPI at all times;
- g) CNPI does not guarantee that fixtures used for private area lighting will illuminate any specific area;
- h) CNPI, at its discretion, will not supply additional private area lighting to a Customer that is or has been in arrears with CNPI in the preceding twenty-four (24) months;
- i) If the Customer requires the private area lighting on a temporary basis, three years or less, then he will be required to pay, in advance of the installation and in addition to the monthly rental charge, a temporary connection charge. This charge will be calculated as the estimated labour cost of installing and removing the facilities, including engineering costs, plus the cost of non-salvageable material.



SECTION 4 GLOSSARY OF TERMS

4.1 Definitions

Alternative bid - the part of the work that the Customer may perform in the building of any expansion to CNPI's Distribution System as defined in the Distribution System Code and further specified by CNPI.

Apparent Power - the total power, measured in kilovolt Amperes (kVA)

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

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

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

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

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

Billing Error - Estimation(s) of meter read data for the calculation of electricity charges are not considered an error.

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

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

Common Service Tap – A privately owned connection asset, not located on a Public Streets and Highways³⁰ or Crown Land, operating at Primary Voltage, that connects two or more Customers to the main Distribution System³⁴.

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

Consumer – A Customer who uses for the person's own consumption, electricity that the person did not generate.

Contribution In Aid of Construction – A monetary contribution by a Customer to CNPI towards the cost of a distribution facility or system improvement that is necessary to provide electrical service to that Customer but

³³ Electricity Act, 1998, – Section 41 (1)

³⁴ See Ontario Energy Board - Distribution System Code definition of a "Distribution System"



is beyond that provided in the Standard Connection Allowance. Payment of a CIAC does not entitle the Customer to own all or part of the asset.

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

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

Connection Agreement – the form of agreement used by CNPI that a Customer must agree to sign prior to receiving electric distribution services and connection. This Connection Agreement may take the form of a customized form of Connection Agreement provided by CNPI

Customer – A person, company or developer that requires electrical servicing from CNPI.

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

Demarcation Point - The specific point on the electrical system where ownership and maintenance responsibility changes from one party to another. In terms of this document, this is the point where responsibility changes between CNPI and the Customer.”

Disconnection - A deactivation of connection assets that results in cessation of distribution services to a Customer.

Disconnection Ban Period - means the period commencing at 12:00 am on November 15th in one year and ending at 11:59 pm on April 30th in the following year.

Distribution System – A system for distributing electricity at voltages less than 50 kilovolts and includes any structures, equipment or other things used for that purpose.

Distributor – one who owns or operates a Distribution System.

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

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

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

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

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

Emergency - Any abnormal system condition that requires remedial action to prevent or limit loss of CNPIs’ Distribution System or supply of electricity that could adversely affect the reliability of the electricity system.

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



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

Energized - provided with electric voltage or potential.

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

Electrical Reconnection Waiver Form – The waiver form required by CNPI prior to scheduling the reconnection of an electrical service.

Electrical Safety Authority – The person or body designated under the Electricity Act, 1998, regulations as the Electrical Safety Authority.

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

Final reading date - The date that the meter is last read prior to discontinuing or disconnecting service and represents the date that the account is closed.

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

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

Independent Electricity System Operator - the body established under the Electricity Act, 1998, as the Independent Electricity System Operator.

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

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

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

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

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

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

Metering Installation – the meter and, if so equipped, the instrument transformers, wiring, test links, fuses,



lamps, loss of potential alarms, meters, data recorders, telecommunications equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed equipment.

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

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

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

Occupied Residential Property - means having a residential class account with CNPI while inhabited or uninhabited condition as a result of the property having been disconnected by the distributor or of a load control device having been installed in respect of the property outside of a Disconnection Ban Period.

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

Ontario Electrical Safety Code - Is a code that establishes safety standards for the installation and maintenance of electrical equipment.

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

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

Point of Demarcation - The point of separation between the Customer-owned facilities and CNPI's electrical distribution facilities.

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

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



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

Primary Voltage – a line-to-line voltage greater than 750 volts and less than or equal to 25,000 volts

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

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

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

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

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

Retail Settlement Code - Sets the minimum obligations that a distributor and retailer must meet in determining the financial settlement costs of electricity retailers and Consumers in facilitating service transaction requests where a competitive retailer provides service to a Consumer.

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

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

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

Standard Connection Allowance – a standard allowance for basic connection and includes at a minimum supply and installation of an overhead transformer to the maximum sizes defined in Section 2.3.4.3 or equivalent credit and an allowance for up to thirty (30) meters of overhead conductor. The standard connection allowance shall be recovered tariffs or rates.

Standard Supply Service - means the manner in which a distributor must fulfill its obligation to sell electricity under section 29 of the Electricity Act, 1998, or to give effect to rates determined by the Board under section 79.16 of the Act as set out in the Standard Supply Service Code.

Standard Supply Service Customer - means a person to whom a distributor provides standard supply service; and

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

Sub-transmission Voltage - a line-to-line voltage greater than 25,000 volts and less than or equal to 50,000 volts

Temporary Service – Electrical service provided by CNPI that is not connected to a permanent Customer



premise and therefore does not allow cost recovery through rates.

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

Unmetered Loads: electricity consumption that is not separately metered and that is billed based on estimated usage.

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

Work That is not Subject to Alternative Bid: the part of the work that only CNPI may perform in the building of any expansion to CNPIs’ Distribution System as defined in the Distribution System Code and further specified by CNPI.

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

4.2 Acronyms

AODA – Accessibility for Ontarians with Disabilities Act

ARC – Affiliate Relationships Code

CASL – Canada’s Anti-Spam Law

CIAC – Contribution In Aid of Construction

CNPI – Canadian Niagara Power Inc.

DSC – Distribution System Code

DPA – Data Protection Act

ESA – Electrical Safety Authority

IESO – Independent Electricity System Operator

MFIPPA – Municipal Freedom of Information and Protection of Privacy Act

MIST – Meter Inside Settlement Timeframe

MOST – Meter Outside Settlement Timeframe



OEB – Ontario Energy Board

OESC – The Ontario Electrical Safety Code

RSC – Retail Settlement Code

SSSC – Standard Supply Service Code

TSC – Transmission System Code



SECTION 5 APPENDICES

Appendix A - Definition of Distribution Service Area

This Schedule specifies the Licencee's service area.

1. The Town of Fort Erie as of December 31, 1990 as per Regional Municipality of Niagara Act, R.S.O. 1990,
 - Including the customers located at the following physical addresses:
 - i. 14761 Sodom Road, Niagara Falls
 - ii. 14785 Schauble Road, Welland
 - iii. 7378 Durliat Road, Welland
 - iv. 6625 Willow Road, Port Robinson
 - v. 6541 Willow Road, Port Robinson
 - vi. 6409 Willow Road, Port Robinson
 - vii. 6113 Willow Road, Port Robinson
 - viii. 5981 Willow Road, Port Robinson
 - ix. 3400 Newgate Road, Port Robinson
 - Excluding the customers located at the following physical addresses:
 - i. 3288 Montrose Road, Stevensville
 - ii. 3362 Montrose Road, Stevensville
 - iii. 3392 Montrose Road, Stevensville
2. The customer located at 7780 Stanley Avenue, Niagara Falls.
3. The Town of Gananoque as of the date of this License, except for three customers located at 795 King Street East, 797 King Street East and 799 King Street East.
4. The customers located in the Township of Leeds and the Thousand Islands, formerly in the Townships of the Front of Leeds and Lansdowne:
 - Concession 1 Broken Front lots 1-8 and the west half of lot 9, the south half (south of Hwy 401) of Concession 1 lot 9 and the islands of Pike Island; Sister Island, Cherry Island, Cunningham Island and part of Red Horse Island.
5. The customers located in the Township of Frontenac Islands, formerly in the Township of Howe Islands:



- Fuller Road: Lot 21, Concession NR.
6. The customers located at the following lots and concessions or with the following civic numbers and future customers that lie along the Licensee’s distribution system in the City of Kingston, formerly the Township of Pittsburgh:
- Concession 2 lots 7 – 18 excluding existing customers that front on Joyceville Road and future customers that lie along that Hydro One Networks Inc. (HONI) distribution system, but including CNPI customers with civic numbers 1680, 1682 and 1776 Joyceville Road, and including lots 25 to 38 excluding one HONI navigation light service in lot 27.
 - Concession 3 lots 2 to 38, south of Hwy 401 including the existing customers on John F Scott Rd and future customers that lie along that CNPI distribution system, excluding existing customers that front on Joyceville Road and future customers that lie along that HONI distribution system and excluding one customer lot 18 with address Highway 401 at Exit 632 and excluding lot 38 customers with civic numbers 2101, 2931, 2131 and 2173 Deer Ridge Road and excluding future customers that lie along that HONI distribution system.
 - Concession 7: one station service Washburn Generating Station.
 - Concession 8: one house with civic address 3012 Brewer’s Mill Road and one station service Brewers Mill Generating Station.
 - Concession 9: one station service at Jones Falls Generating Station.
 - Kingston Mills Road: 563, 537, 531, 513, 509, 501, 500, 497, 493, 492, 490, 480, 473, 474, 464, 462, 460, 456, 452, 448, 444, 436, 432, 429 and 431.
 - Old Kingston Mills Road: 946 and 950.
 - County Road #15: 1986 and 1993.
 - Abbey Dawn Road: 1707, 1671, 1655, 1635, 1619, 1597, 1570 and 1569.
 - County Road #2: 3206, 3211, 3122 and 3275.
7. The customers located at the following civic numbers and future customers that lie along the Licensee’s distribution system in the City of Kingston, formerly in the Township of Kingston:
- Italia Lane: 1174, 1110 and 104.
 - Montreal Street: 401 parking lot, 1648, 1620, 1684, 1670, 1658 and 1702.
 - Thompson Crescent: 965, 949, 943, 937, 931, 927, 924, 921, 916, 905, 906 and 903.
 - Kingston Mills Road: 892, 885, 876, 875, 799, 793, 787, 781, 775, 773, 765, 759, 753, 749, 743, 737, 733, 727, 723, 719, 715, 711, 709, 707, 703, 697, 693, 689, 685, 681, 675, 669 and 661.



- Daylan Avenue: 1628, 1633, 1632, 1672, 1668, 1646, 1650, 1654, 1656, 1655, 1658, 1660, 1682, 1686 and 1692.

8. The Town of Port Colborne as of December 31, 1990 as per *Regional Municipality of Niagara Act*, R.S.O. 1990.

- Excluding the customers located at the following civic numbers and locations:
 - i. 3334 Nugent Road, Port Colborne
 - ii. 3386 Nugent Road, Port Colborne
 - iii. 3512 Nugent Road, Port Colborne
 - iv. 3562 Nugent Road, Port Colborne
 - v. 3770 West Side Road, Port Colborne
 - vi. Nugent Road at West Side Road (Streetlight), Port Colborne
 - vii. 3397 Townline Road, Port Colborne
 - viii. 3429 Townline Road, Port Colborne

9. The customers located at the following civic numbers in the Township of Wainfleet:

- 20116 Port Colborne Wainfleet Road S.
- 20122 Port Colborne Wainfleet Road S.
- 20136 Port Colborne Wainfleet Road S.
- 20146 Port Colborne Wainfleet Road S.
- 20154 Port Colborne Wainfleet Road S.



Appendix B – Security Deposits

SECURITY DEPOSIT PROCEDURE

Background

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

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

Types and Forms

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

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

Requirement to Pay

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

Maximum Deposit and Calculation

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

$$\text{Billing Cycle Factor} \times \text{Estimated Bill}$$

Estimated Bill Calculation

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

Billing Cycle Factors



Monthly Cycle Billing - 2.5
Bi-Monthly Cycle Billing - 1.75
Quarterly Cycle Billing - 1.5
Annual Cycle Billing - 1.125

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

Allowable Deposit Reductions

Deposit requirements may be waived if 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 a <50 kW demand rate class, or 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 have occurred in the previous 24 months.

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

1. farms with a dwelling that is occupied at least 8 months per year where the Customer has <50 kW demand; and
2. a multi-unit residential condominium that is comprised of units predominantly used for residential purposes, relates to more than on unit in the property and has filed with CNPI a declaration in a form approved by the Board attesting to the Customer’s status as a corporation within the meaning of the Condominium Act, 1998

For newly connected Customers, or Customers with no established CNPI payment history; CNPI will accept a letter from another distributor or gas distributor confirming the period of time the Customer has had good payment history as described below. Furthermore, before requiring a security deposit from a residential customer who has not been served by CNPI in the previous 24 months, CNPI shall offer the customer the option of enrolling in an equal monthly payment plan in accordance with the Standard Supply Service Code, a pre-authorized payment plan, or both, and where the customer elects to enroll, no security deposit shall be required. Additionally, the requirement for a security deposit will be waived for eligible low-income Customers upon request. CNPI shall notify the Customer by means of a bill insert, bill message, letter or outgoing telephone message and shall include CNPI’s contact information where the Customer can obtain further information and a referral to a LEAP (Low-income Energy Assistance Program) Intake Agency to review the Customer’s low-income eligibility.

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

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

Credit Rating	Allowable Reduction in
(Using Standard and Poor’s Rating Terminology)	Security Deposit



AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA or equivalent	85%
BBB-, From BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

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

Deposit Interest Rates, Calculation and Payment

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

Deposit Review Process

CNPI will review every Customer’s security deposit at least once in a calendar year. This will determine a) whether the entire amount of the security deposit is to be returned to the Customer, if the Customer has progressed to a position that it would be exempt from paying a security deposit, or b) whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit. During this review if CNPI determines that the maximum amount of the security deposit is to be adjusted upward, CNPI may require the Customer to pay this additional amount at the same time as that Customer’s next regular bill comes due.

A distributor shall respond promptly to a customer who, no earlier than 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:

1. 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
2. whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

Deposit Refunds

Where CNPI determines in conducting a deposit review that some or all of the security deposit is to be returned to the Customer, CNPI shall promptly return this amount to the Customer by crediting the Customer’s account or otherwise. 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 had it not already paid a security deposit, CNPI is only required to return 50% of the security deposit held by CNPI. CNPI shall promptly return any security deposit received from the Customer upon closure of the Customer’s account, subject to CNPI’s right to use the security deposit to offset other amounts owing by the Customer to CNPI. The security deposit shall be returned within six weeks of the closure of an account.

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

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

Appendix C - Offer to Connect Methodology and Assumptions

Methodology and Assumptions for an Offer to Connect

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

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

Revenue Forecasting

The common elements of any project will be as follows:

- (a) total forecasted Customer connections over the Customer Connection horizon, by class;
- (b) customer Revenue horizon as specified below;
- (c) estimate of average energy and demand added by Customer (by project) which reflects the mix of Customers to be added – for connections of various classes of Customers, this should be carried out by class;
- (d) customer additions, as reflected in the model for each year of the Customer Connection horizon specified in the document; and
- (e) rates derived from the existing rate schedules for CNPI reflecting the distribution rates.

Capital Costs

Common elements are:

- (a) an estimate of all capital costs directly associated with the connection of the forecasted Customer additions.
- (b) for connections to the Distribution System, costs of the following elements, where applicable, should be included:
 - distribution stations;
 - distribution lines;
 - distribution transformers;
 - secondary busses;
 - services, and
 - land and land rights.

Note that the “Ownership Demarcation Point” as specified in the text will define the point of

separation between a Customer's facilities and CNPI's Distribution System.

- (c) estimate of incremental overheads applicable to the Distribution System expansion.
- (d) LEFT BLANK INTENTIONALLY
- (e) For residential customers, the amount the cost of the basic connection referred to in [Section 3.1.4](#) of this Conditions of Service.
- (f) For non-residential customers, if the distributor has chosen to recover the non-residential basic connection charge as part of its revenue requirement, a description of, and the amount for, the connection charges referred to in [3.2.3 Standard Connection Allowance and Variable Connection Charge](#) of this Conditions of Service that have been factored into the economic evaluation.

Expense Forecasting

Common elements are:

- (a) attributable incremental operating and maintenance expenditures – any incremental attributable costs directly associated with connection of new Customers to the system are included in the operating and maintenance expenditures.
- (b) income and capital taxes based on tax rates underpinning the existing rate schedules.
- (c) municipal property taxes based on projected levels.

Specific Parameters/Assumptions

Specific parameters of the common elements are:

- (a) a maximum Customer connection horizon of five years. Longer horizons will require a written explanation to the Board.
- (b) a maximum Customer revenue horizon of twenty-five (25) years, calculated from the in service date (projected) of new Customers.
- (c) a discount rate equal to the incremental after-tax cost of capital, based on the prospective capital mix, debt and preference share cost rates, and the latest approved rate of return on common equity.
- (d) discounting to reflect the true timing of expenditures. Up-front capital expenditures will be discounted at the beginning of the project year and capital expenditure throughout the year will be mid-year discounted. The same approach to discounting will be used for revenues and operating and maintenance expenditures. For certain projects capital expenditures may be staged and can occur in any year of the five-year Connection horizon.
- (e) wires only charges – distribution specific are calculated based on distribution (wires only) rates.



Discounted Cash Flow Methodology (DCF)

Net Present Value (“NPV”)	=	Present Value (“PV”) of operating cash flow + PV of CCA Tax Shield – PV of Capital
1. PV of Operating Cash Flow	=	PV of Net Operating Cash (before taxes) – PV of Taxes
a) PV of Net Operating Cash	=	PV of Net Operating cash Discounted at CNPI’s discount rate for the Customer revenue horizon. Mid-year discounting is applied. Incremental tax weighted average cost of capital is used in discounting.
Net (Wires) Operating Cash	=	Annual (Wires) Revenues – Annual (Wires) O&M
Annual (Wires) Revenue	=	Customer Additions * [Appropriate (Wires) Rates * Rate Determinant]
Annual (Wires) O&M	=	Customer Additions * Annual Marginal (Wires) O&M Cost per Customer
b) PV of Taxes	=	PV of Municipal Taxes + PV of Capital Taxes + PV of Income taxes (before interest tax shield)
Annual Municipal Taxes	=	Municipal Tax Rate * Total Capital Cost
Total Capital Cost	=	Distribution Capital Investment + Customer Related Investment + overhead at the project level
Total Capital Taxes	=	Capital Tax Rate * Closing Undepreciated Capital Cost Balance
Annual Capital Tax	=	Capital Tax Rate * {Net Operating Cash – Annual Municipal Tax – Annual Capital Tax}

The Capital Tax Rate is a combination of the Provincial Capital Tax Rate and the Large Corporation Tax (Grossed up income tax where appropriate).

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

2. PV of Capital	=	PV of Total Annual Capital Expenditures
a) PV of Total Annual Capital Expenditures		
Total Annual Expenditures over the Customer’s revenue horizon discounted to time zero		{for additions and/or enhancements investment + Customer Specific Capital + Overheads at the project level}
Total Annual Capital Expenditure	=	This applies to implicated system elements at the utility side of the Ownership Demarcation Point



Note: Above is discounted to the beginning of one year over the Customer addition horizon.

3. PV of CCA Tax Shield

PV of the CCA Tax Shield on Total Annual Capital

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

at time zero of:

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

or,

Calculated annually and present valued in the PV of Taxes calculation.

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

4. Discount Rate

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

Revised: December 17, 2018



Appendix D - Landlord Consent for Service Connection



CANADIAN NIAGARA POWER INC.
A FORTIS ONTARIO Company

LANDLORD CONSENT FOR SERVICE CONNECTION

To avoid disconnection of service at your rental property or properties, please complete this consent form and return it to our office. Due to new legislation, we require the consent of the property owner/manager before transferring the service back into property owner/manager's name between tenants. The company will not be responsible for any damages at your property if the service is disconnected.

Service Address(s)	

I /We, _____ consent to have the power transferred at the above premise(s) into my/our name in between each tenancy. I am aware that there will be a new account set up charge to my first invoice each time that the account is established in my/our name.

SIGNED: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

CELLULAR NUMBER: _____

EMAIL ADDRESS: _____

DATE: _____



Appendix E – Electrical Reconnection Waiver



CANADIAN NIAGARA POWER INC.

A FORTIS ONTARIO Company

DISCONNECTION/ RECONNECTION WAIVER

Customer Name: _____

Service Address: _____

Meter Number: _____

Account Number: _____

This is to confirm that I, _____, give my permission to Canadian Niagara Power Inc to disconnect/reconnect the electrical service at the above address.

Signed: _____

Date: _____

CNP Representative: _____

Phone Numbers: Home _____

Cell _____

Other _____

1130 BERTIE STREET • P. O. BOX 1218 • FORT ÉRIE, ON L2A 5Y2
TEL: 905-871-0330/905-835-0051 • FAX: 905-871-8772 • www.cnpower.com

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Appendix F – Specific Electric Vehicle Charging Connection Requirements

This appendix sets out any additional requirements related to the connection of Electric Vehicle Supply Equipment (“EVSE”) that are not specified in the Distribution System Code or the Electric Vehicle Charging Connection Procedures.

1. Connection Request

A connection request (Preliminary Consultation Information Request form) may be downloaded through CNPI’s website at www.cnpower.com. In addition, CNPI may request further information regarding the project.

2. Basic Connection for Non-Residential Customers

CNPI will follow the same “basic connection” rules as a load customer for EVSE.

3. Offer to Connect: Estimate or Firm Offer

For the purposes of a connection (as opposed to an expansion) related to EVSE, an initial offer to connect (“OTC”) will be based on a firm offer, and not subject to true up. For the purposes of an expansion related to EVSE, an initial OTC will be based on an estimate offer and subject to a true up.

4. Capital Contribution

The circumstances and amount in which CNPI collects a capital contribution are described in Section 2.1.2 – Expansions/Offer to Connect.

5. Work Under the Alternative Bid Option

The work in which an alternative bid option is permitted is described in Section 2.1.2.5 – Alternative Bid.

6. Expansion Deposit



CNPI's practices in determining an expansion deposit amount are described in Section 2.1.2.4–Expansion Deposit.

7. Connection Agreement or Other Agreement

CNPI will collect a capital contribution based on the “Offer to Connect”.

8. Applicable Service Conditions for Connecting New Service

The criteria by which CNPI defines that all applicable service conditions for connecting new service is described in Section 2.1.2.1– Expansions/Offer to Connect.