



Cornwall Electric
A **FORTIS** ONTARIO
Company

**Cornwall Street Railway, Light and Power
Company Limited**
Conditions of Service

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Conditions of Service

Table of Contents

SECTION 1. INTRODUCTION

- 1.1 IDENTIFICATION OF DISTRIBUTOR AND TERRITORY
- 1.2 RELATED CODES AND GOVERNING LAWS
- 1.3 INTERPRETATIONS
- 1.4 AMENDMENTS AND CHANGES
- 1.5 CONTACT INFORMATION
- 1.6 CUSTOMER RIGHTS AND LIABILITY
 - 1.6.1 GENERAL
 - 1.6.2 IDENTIFICATION
 - 1.6.3 DAMAGES
 - 1.6.4 LIABILITY
- 1.7 CE'S RIGHTS
 - 1.7.1 GENERAL RIGHTS
 - 1.7.2 CE LIABILITY
 - 1.7.3 PROPERTY RIGHTS
- 1.8 FORCE MAJEURE

SECTION 2. DISTRIBUTION ACTIVITIES (GENERAL)

- 2.1 CONNECTIONS
 - 2.1.1 BUILDING THAT LIES ALONG
 - 2.1.2 EXPANSIONS / OFFER TO CONNECT
 - 2.1.3 CONNECTION DENIAL
 - 2.1.4 INSPECTIONS BEFORE CONNECTION
 - 2.1.5 TEMPORARY SERVICE
 - 2.1.6 RELOCATION OF PLANT
 - 2.1.7 EASEMENTS
 - 2.1.8 CONTRACTS
- 2.2 DISCONNECTION
 - 2.2.1 DISCONNECTION AND RECONNECTION – PROCESS ON OVERDUE AMOUNTS
- 2.3 CONVEYANCE OF ELECTRICITY
 - 2.3.1 GUARANTY OF SUPPLY
 - 2.3.2 UNAUTHORIZED ENERGY USE
 - 2.3.3 POWER QUALITY
 - 2.3.4 ELECTRICAL DISTURBANCES AND UNPLANNED OUTAGES/EMERGENCY CONDITIONS
 - 2.3.4.1 ELECTRICAL DISTURBANCES
 - 2.3.4.2 UNPLANNED OUTAGES AND EMERGENCY CONDITIONS
 - 2.3.5 STANDARD VOLTAGE OFFERINGS
 - 2.3.6 VOLTAGE GUIDELINES
 - 2.3.7 BACK-UP GENERATORS
 - 2.3.8 METERING

- 2.3.8.1 GENERAL (METERING)
- 2.3.8.2 METERING CABINETS
- 2.3.8.3 INTERVAL METERING
- 2.3.8.4 METER READING
- 2.3.8.5 FINAL METER READING
- 2.3.8.6 FAULTY REGISTRATION OF METERS
- 2.3.8.7 METER DISPUTE TESTING
- 2.4 TARIFFS AND CHARGES
 - 2.4.1 SERVICE CONNECTION
 - 2.4.2 ENERGY SUPPLY
 - 2.4.3 DEPOSITS
 - 2.4.4 BILLING
 - 2.4.5 PAYMENTS AND LATE PAYMENT CHARGES
- 2.5 CUSTOMER INFORMATION
 - 2.5.1 RELEASE OF HISTORICAL INFORMATION TO A CUSTOMER

SECTION 3. CUSTOMER CLASS SPECIFIC

- 3.1 RESIDENTIAL
 - 3.1.1 GENERAL
 - 3.1.2 SERVICING COSTS
 - 3.1.2.1 STANDARD CONNECTION ALLOWANCE AND VARIABLE CONNECTION CHARGE
 - 3.1.3 EARLY CONSULTATION
 - 3.1.4 OVERHEAD SERVICE
 - 3.1.5 UNDERGROUND SERVICE
 - 3.1.6 POINT OF DEMARCATION
 - 3.1.7 ACCESS
 - 3.1.8 METERING
 - 3.1.9 INSPECTION
 - 3.1.10 SEASONAL RESIDENTIAL
 - 3.1.11 SUBDIVISION, MULTI-UNIT AND TOWNHOUSE DEVELOPMENT
 - 3.2 GENERAL SERVICE
 - 3.2.1 GENERAL
 - 3.2.2 EARLY CONSULTATION
 - 3.2.3 SUPPLY VOLTAGE
 - 3.2.4 OVERHEAD SERVICE
 - 3.2.4.1 STANDARD CONNECTION ALLOWANCE AND VARIABLE CONNECTION CHARGE - OVERHEAD
 - 3.2.4.2 POINT OF DEMARCATION – OVERHEAD
 - 3.2.5 UNDERGROUND SERVICE
 - 3.2.5.1 STANDARD CONNECTION ALLOWANCE AND VARIABLE CONNECTION CHARGE - UNDERGROUND
 - 3.2.5.2 POINT OF DEMARCATION - UNDERGROUND
 - 3.2.6 PRIMARY SERVICE
 - 3.2.6.1 STANDARD CONNECTION ALLOWANCE AND VARIABLE CONNECTION CHARGE – PRIMARY
 - 3.2.6.2 POINT OF DEMARCATION – PRIMARY

- 3.2.7 LOCATION OF TRANSFORMERS
- 3.2.8 SUPPLY OF EQUIPMENT
- 3.2.9 SHORT CIRCUIT CAPACITY
- 3.2.10 ACCESS
- 3.2.11 METERING
- 3.3 UNMETERED CONNECTIONS
- 3.3.1 BILLBOARDS
- 3.3.2 DECORATIVE LIGHTING, ROADWAY LIGHTING & AREA LIGHTING
- 3.3.3 TRAFFIC SIGNALS
- 3.3.4 CABLE TV AMPLIFIERS
- 3.3.5 OTHER SMALL SERVICES
- 3.4 PRIVATE AREA LIGHTING

SECTION 4. GLOSSARY OF TERMS

SECTION 1. INTRODUCTION

1.1 IDENTIFICATION OF DISTRIBUTOR AND TERRITORY

Cornwall Street Railway, Light and Power Co. Ltd. operating as Cornwall Electric referred to herein as CE, is a corporation incorporated under the laws of the Province of Ontario and carries on the business of an electricity distributor.

CE is licenced by the Ontario Energy Board (OEB) to supply electricity to Customers as described in the Transitional Distribution Licence and thereafter by the Distribution Licence issued to CE by the OEB. Additionally, there are requirements imposed on CE by the various codes referred to in the Licence and by the Electricity Act and the Ontario Energy Board Act.

CE is licenced to operate distribution facilities within its licence territory as defined in the Distribution Licence. The defined territory is the legal limits of the City of Cornwall, portions of South Glengarry, South Stormont and the Ontario portion of the Mohawk Territory of Akwesasne.

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

CE will normally provide one electrical service to each Customer's location at a nominal service voltage.

Electrical energy purchased from CE may not be re-sold at a profit by any Customer to a third party using the CE's rates. In the case of multi tenant buildings with bulk metering, the owner must pay the total cost of electrical energy.

The Customer or their representative must make application for new or upgraded electrical services and temporary power services.

The Customer or their representative shall consult with CE concerning the availability of supply, the voltage of supply, service location, metering and any other details. These requirements are separate from and in addition to those of the Electrical Safety Authority. CE will confirm the characteristics of electric supply available at the specific site.

The Customer is required to provide CE sufficient lead-time in order 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.

Customers will be required to pay the cost of repair or replacement of CE's equipment that has been damaged through the Customer's actions or neglect.

The Customer shall not build, plant or maintain or caused 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 the CE'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 CE.

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

Customers may be required to pay capital contribution for the addition of new electrical services in accordance to calculations on overall system cost impact.

1.2 RELATED CODES AND GOVERNING LAWS

Subject to applicable exemptions, CE is limited in the scope of its operation by the:

1. Ontario Energy Board Act, 1998
2. Electricity Act, 1998
3. Distribution Licence

4. The Franchise Agreement between the Corporation of the City of Cornwall and Cornwall Street Railway, Light and Power Company Limited July 31, 1998, as amended from time to time (referred to herein as the "Franchise Agreement").

In the event of a conflict between this document and the Distribution Licence or regulatory codes issued by the OEB, or the Electricity Act, the Franchise Agreement shall prevail.

When planning and designing for electricity service, Customers and their agents must refer to all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to 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 Association (E&USA) (or the OHSC Safety) Rulebook.

1.3 INTERPRETATIONS

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

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

1.4 AMENDMENTS AND CHANGES

The provisions of these Conditions of Service and any amendments made from time to time form part of any Contract made between CE and any connected Customer, generator or their agents.

In the event of changes to the Condition of Service, a public notice shall be made in the form of either a notice in a local newspaper or a notice on CE's Website.

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

1.5 CONTACT INFORMATION

CE has its offices located in the City of Cornwall, Ontario. Normal business hours are 8:30 a.m. to 4:30 p.m. Monday through Friday. Seasonal hours may apply. The contact information for all services provided by CE is as follows:

Cornwall Electric
1001 Sydney Street
P.O. Box 1179
Cornwall, Ontario
K6H 5V3
Telephone: (613) 932-0123
Fax: (613) 932-6498
Email: cemail@cornwallelectric.com
Website: www.cornwallelectric.com

In the event of an emergency, CE may be contacted 24 hours a day at (613) 932-0123.

1.6 CUSTOMER RIGHTS AND LIABILITY

1.6.1 GENERAL

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 CE.

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 CE will charge the Customer the premium above the normal business hours cost. Additional works will be chargeable to the Customer.

1.6.2 IDENTIFICATION

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

1.6.3 Damages

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 CE, or from an electrical disturbance within the reasonable control of CE, then the Customer may submit a claim for damages to CE. CE will investigate the claim and respond in writing within 10 business days of the receipt of the claim.

1.6.4 LIABILITY

A Customer shall be liable to CE for any damages which arise directly out of the willful misconduct or negligence of the Customer in being connected to CE's distribution system.

1.7 CE'S RIGHTS

1.7.1 GENERAL RIGHTS

No employee, representative or agent of CE 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 CE.

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 facsimile transmission as confirmed by the sender's transmission report; or, five days following the date it was delivered or mailed by CE to the Customer's last known address, whichever is sooner.

Where CE believes that it has incurred damages to its property or equipment as a result of negligence or willful misconduct on the part of the Customer, or from an electrical disturbance within the reasonable control of the Customer, then CE may seek restoration for damages from the Customer.

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

1.7.2 CE LIABILITY

CE shall not be liable for any failure to supply service for any cause beyond its reasonable control, nor shall it be liable for any loss, damage or injury caused by the use of services or resulting from any cause beyond the reasonable control of CE. CE shall only be liable to a Customer for any damages which arise directly out of the willful misconduct or negligence of CE in providing distribution services to the Customer or in meeting its obligations under the Distribution System Code or its licences.

Notwithstanding the above, CE shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

1.7.3 PROPERTY RIGHTS

The Customer shall:

- Provide CE with access to the serviced premise at all reasonable hours for purposes of meter reading, replacing, removing or testing its equipment, and measuring or checking the connected load

- Provide CE with space and cleared rights-of-way on private property for lines and equipment required to service the Customer
- Trim or allow CE to trim all trees in close proximity to service lines in order to maintain such lines in a safe manner
- Not unreasonably interfere with CE's access to its property
- Not attach wires, cables or any other fixture to CE's poles or other property except by prior written permission from CE
- Not erect any buildings or obstructions on CE's easements, lands or alter the grading of such lands without prior written approval of CE.

CE shall:

- Have the right to install, remove or replace any of its property as it deems necessary
- Maintain ownership of all equipment and facilities provided by the CE, whether or not a Contribution In Aid of Construction may have been applied.

1.8 FORCE MAJEURE

1.8.1

CE shall not be held to have committed an event of default in respect of any obligation under the Distribution Code if prevented from performing that obligation, in whole or in part, because of a force majeure event.

1.8.2

If a force majeure event prevents CE from performing any of its obligations under the Distribution Code and the applicable Connection Agreement, then CE shall:

- Promptly notify the consumer 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;
- Not be entitled to suspend performance of any of its obligations under the Distribution Code to any greater extent or for any longer time than the force majeure event requires it to do so;
- 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;
- Keep the consumer continually informed of its efforts; and,
- Provide written notice to the consumer when it resumes performance of any obligations affected by the force majeure event.

1.8.3

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 CE. The requirement that CE must use its best efforts to remedy the cause of the force majeure event, mitigate its effects, and resume full performance under the Distribution Code shall not apply to strikes, lockouts, or labour disputes.

SECTION 2. DISTRIBUTION ACTIVITIES (GENERAL)

2.1 CONNECTIONS

This section contains the information that is applicable to all Customer classes of CE. Information that is particular to a specific Customer class is covered in Section 3 – Customer Specific.

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

CE will make all reasonable efforts to respond to the Customer within 15 days of the request.

2.1.1 BUILDING THAT LIES ALONG

By definition a building Lies Along CE's distribution system if it is located within CE's defined territory and along a public right-of-way, the building can be connected to the existing distribution system without an expansion or enhancement, and it meets the conditions listed in this Conditions of Service.

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

CE will provide at no cost to the Customer such services and facilities as described in the Franchise Agreement. Costs associated with facilities and services beyond those described in the Franchise Agreement shall be the responsibility of the Customer.

The Standard Connection Allowance for each Customer Class is addressed in Section 3 – Customer Specific.

2.1.2 EXPANSIONS / OFFER TO CONNECT

Upon application for service by an applicant whose building is located within CE's defined territory but does not Lie Along the distribution system or does not abut on or have access to a maintained public right-of-way, or has a load characteristic that is not compatible with existing distribution facilities, CE is obligated to offer a connection. The applicant may be required to pay CE a Contribution In Aid of Construction (CIAC) to offset the cost of the addition and/or expansion to the distribution system. In addition to the CIAC, the Customer may (at the discretion of CE) be required to provide a security deposit in a form acceptable to CE. Such a security deposit may be held as guarantee of the Customer's load projections.

CE will use good utility practice to determine the distribution system expansion and/or enhancement required to service the applicant's building based on the service requirements provided by the applicant.

Such contributions in aid of construction (CIAC) will be calculated using the guidelines set out in the Franchise Agreement.

Based on the service requirements provided by the applicant, CE shall determine an estimate of costs to construct the Expansion and/or Enhancement.

The applicant required to pay a CIAC may, if he wishes, seek alternative bids from pre-qualified contractors to construct all or portions of the Expansion. Work by others on CE's existing circuits is not permitted. In the event the applicant chooses to use an alternative bidder to construct the Expansion, the applicant must administer the contract and contract CE to provide these services. A system maintenance charge will apply. CE reserves the right to inspect the Expansion prior to connection and will be reimbursed by the applicant on a fee for service basis. As well, the applicant will reimburse CE for incidental costs incurred as a result of the work being performed by the alternative bidder; this includes items such as establishing worker protection and costs associated with connecting the addition to the existing distribution system.

2.1.3 CONNECTION DENIAL

CE is not obligated to connect or offer to connect any building within its service territory if the connection will result in any of the following:

- A contravention of existing laws of Canada and/or the Province of Ontario.
- A violation of CE's Distributor's Licence.
- A violation of the Franchise Agreement
- Use of a Distribution System line for a purpose that is not intended by CE.
- Adverse effect on the reliability and safety of the distribution System.
- Imposition of an unsafe work situation beyond normal risks inherent in the operation of the Distribution System.
- A material decrease in the efficiency of CE's Distribution System.
- A material adverse effect on the quality of distribution services received by an existing connection.
- Discriminatory access to distribution services.
- A potential increase to the monetary amounts that are already in arrears with CE.
- Any other conditions documented in the Condition of Service that are consistent with the conditions identified above and with the goals delineated in the *Energy Competition Act, 1998*.

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

2.1.4 INSPECTIONS BEFORE CONNECTION

All Customer-owned electrical installations shall meet the requirements of these Conditions of Service and be inspected and approved by the Electrical Safety Authority. CE requires notification from the Electrical Safety Authority granting approval of the installation prior to connection to the distribution system. Existing installations that have been disconnected from the distribution system for a period of six months or longer shall also be inspected and approved by the Electrical Safety Authority prior to reconnection.

Customer-owned substations shall be inspected and approved by the Electrical Safety Authority and CE prior to being connected to the distribution system.

Transformer rooms, vaults and pads shall be inspected and approved by CE prior to installation of CE owned equipment.

Underground distribution facilities shall be inspected and approved by CE prior to connection to the distribution system.

Provision for metering shall be inspected and approved by CE prior to installation of the metering equipment and connection to the distribution system.

2.1.5 TEMPORARY SERVICE

Where a Customer requires service for a period of six months or less, or where the Customer has made special arrangements for temporary service with CE, the Customer shall pay CE in advance a temporary connection charge. Examples of temporary service are construction sites, mobile facilities, festivals, etc. The temporary connection charge is calculated as the estimated labour cost of installing and removing lines and equipment necessary to provide the service, including engineering costs, plus the cost of non-salvageable material.

At the discretion of CE, 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 Electrical Safety Authority prior to being connected to the distribution system by CE.

2.1.6 RELOCATION OF PLANT

CE will, where feasible, accommodate Customer requests to relocate its distribution facilities. In the absence of existing written arrangements, CE is not obligated to relocate its distribution facilities. The Customer will pay all of the cost incurred by the relocation, less the salvage value of any equipment being removed.

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

2.1.7 EASEMENTS

To maintain the reliability, integrity and efficiency of the distribution system, CE has the right to have supply facilities on private property registered against title to the property. Easements are required whenever CE's underground or overhead distribution system is to be located on private property or crosses over adjacent private property to service a Customer other than the owner of that adjacent property.

The Customer shall grant, at no cost to CE, where required, an easement to permit installation and maintenance of the service. The width and extent of this easement shall be determined by CE in consultation with the Customer, but in no case shall it be less than the applicable C.S.A. Standard.

The Customer will prepare at his own costs a reference plan and easement documents to the satisfaction of CE and register the easement. The requirement of an easement will be discussed at the consultation phase.

The Customer shall furnish to CE, 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.

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

2.1.8 CONTRACTS

It is not necessary in all cases for the Customer to sign a Standard Form of Contract prior to the service being connected to the distribution system. However, notwithstanding the absence of a formal contract, the taking and using of service from CE by any person or persons constitutes the acceptance of all regulations, conditions and rates as established by CE, including without limitation CE'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 CE and the person so accepting shall be liable for payment for such service and the contract shall be binding upon the person's heirs, administrators, executors, successors and assigns.

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

- Temporary service.
- General service.
- Embedded generator.
- Embedded distributor.
- Private Area Lighting.

An owner of a serviced premise is responsible for the supply of electricity to the building and may request CE to terminate supply. Where the owner wishes to have the supply terminated temporarily, the owner may still be responsible for the monthly basic charge associated with that class of service during the

period of disconnection. CE 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 CE for the supply of electricity service, then CE will also require consent from the occupant prior to disconnection of service.

2.2 DISCONNECTION

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

- Where the service has been discontinued;
- On the account of, or to prevent, fraud or abuse;
- Where, in the opinion of CE, 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;
- Where the Customer's electrical system has been modified without compliance to Electrical Regulations;
- Where there is a material decrease in the efficiency of CE's distribution system;
- Where there is a potentially adverse effect on the quality of distribution services received by an existing connection;
- Where the Customer has a building or structure under CE's wires which is within clearance recommended by the Canadian Standards Association;
- When ordered to do so by any authority having the legal right to issue such an order;
- Overdue amounts payable to CE for the distribution or retail of electricity as permitted by legislation; or,
- Where there is imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system.

CE 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.

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

2.2.1 DISCONNECTION AND RECONNECTION – PROCESS ON OVERDUE AMOUNTS

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. If the overdue amount is still outstanding sixteen days after the due date and seven days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until satisfactory payment arrangements have been made, including payment of reconnection fees. Disconnect notices will be in writing and may be delivered by prepaid mail, personal service or posted on the property in a conspicuous location. If given by prepaid mail the notice shall be deemed to be received on the third business day after mailing.

Such disconnection does not relieve the Customer of the obligation of the liability of arrears or the continued minimum bills while the service is maintained. CE shall not be liable for any damage to the Customer's premises resulting from the discontinuance of service.

2.3 CONVEYANCE OF ELECTRICITY

2.3.1 GUARANTY OF SUPPLY

CE 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 in 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 one phase, or non-simultaneous switching of phases of CE's supply.

It is CE'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, CE will make reasonable efforts to schedule interruptions to minimize the inconvenience to its Customers. Where possible CE will endeavor to provide reasonable advance notice of a planned interruption. An exception would apply in the event of an extreme emergency, involving danger to life or limb, or impending equipment damage that could jeopardize the integrity of the distribution system.

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

CE 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 CE or the public, service may be disconnected without notice.

2.3.2 UNAUTHORIZED ENERGY USE

The unauthorized use of electricity from CE'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. CE will investigate all reports of suspected unauthorized use of electricity. If the investigation leads to the conclusion of probable theft of service, CE may release all necessary information to the legal authorities to conduct a criminal investigation.

CE may recover from the consumer or party responsible for the unauthorized energy use, all costs incurred by CE arising from the unauthorized use including security deposit, inspection and repair costs.

If, in the opinion of CE, the unauthorized use of energy has created an unsafe connection, CE shall disconnect the service and it will remain disconnected until such time as authorization to reconnect is issued by the Electrical Safety Authority.

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

2.3.3 POWER QUALITY

In response to a Customer power quality concern where the utilization of electric power affects the performance of electrical equipment, CE will perform investigative analysis in an attempt to determine the cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, 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, CE will recommend and/or take appropriate mitigation measures at its expense. If CE 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 CE may seek reimbursement for the time spent in investigating the problem.

Where CE 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 CE provide and install at his 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 of time, CE may disconnect the supply of electricity to the Customer.

2.3.4 ELECTRICAL DISTURBANCES AND UNPLANNED OUTAGES/EMERGENCY CONDITIONS

2.3.4.1 ELECTRICAL DISTURBANCES

CE shall follow good utility practice in managing power quality of CE's distribution system and to meet the guidelines of Section 2.3.6. 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. Examples of equipment that may contribute to a disturbance are large motors, welders, variable speed drives and equipment operating with switch mode power supplies.

Customers must ensure that their equipment does not cause any disturbance that might interfere with operation of other Customer's equipment that is connected to the distribution system.

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 his property and equipment from any disturbance beyond the reasonable control of CE.

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 one phase or non-simultaneous switching of the three-phase supply.

CE 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 the ordinary negligence of its employees, servants or agents.

2.3.4.2 UNPLANNED OUTAGE AND EMERGENCY CONDITIONS

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

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

During an emergency, CE may interrupt supply to a consumer in response to a shortage of supply or to effect repairs on the distribution system or while repairs are being made to consumer-owned equipment.

CE requires consumers with permanently connected emergency generation equipment to notify CE regarding the presence of such equipment.

2.3.5 STANDARD VOLTAGE OFFERINGS

CE will normally provide and maintain one of the following standard secondary voltages depending upon the requirements of the load and the characteristics of the distribution system that Lies Along.

- Single-phase, 3 wire, 120/240 volts
- Three-phase, 4 wire, 120/208 volts
- Three-phase, 4 wire, 347/600 volts

Transformation to other voltages will be provided, installed and maintained by the Customer.

The supply voltage and circuit characteristics limit the capacity of a service to a Customer's building. Service shall be supplied at single-phase 120/240 volts where it is determined by CE, in consultation with the Customer, that the maximum demand is less than 75 kVA. Service shall be supplied at one of the standard three-phase voltages where the maximum demand is determined to be 75 kVA or greater, and either the three-phase connected load is greater than 15 kVA, or, in the opinion of CE the nature of the load warrants three-phase voltage. CE may provide three-phase supply where the maximum demand is less than 75 kVA or the three-phase load is less than 15 kVA, if requested by the Customer, and a Contribution In Aid Construction is paid to CE to cover the cost of transformers and equipment required to provide the three-phase voltage. Such a contribution is in addition to a contribution that will apply to provide three-phase voltage

CE will normally install and maintain overhead secondary circuits. For supply from an overhead circuit (secondary conductors) the following guidelines apply:

- Single phase, 3 wire, 120/240 volts to a maximum of 400 amps
- Three phase, 4 wire, 120/208 volts to a maximum of 200 amps
- Three phase, 4 wire, 347/600 volts to a maximum of 200 amps

Customers shall install and maintain underground secondary circuits including the terminators (excluding Residential Customers). CE will make connection of the secondary circuits to the secondary bus of the transformer. For supply from an underground circuit (secondary conductors) the limitations are based on transformation and primary circuit capacity. A Contribution in Aid of Construction will be calculated on an individual basis. CE will normally install and maintain transformers and associated equipment where the determined maximum demand will not exceed the following:

- 75 kVA, single-phase, 3 wire
- 300 kVA, three-phase, 4 wire where the available primary supply voltage is less than 5 kV
- 500 kVA, three-phase, 4 wire where the available primary supply voltage is 12470/7200

If circumstances permit, CE may provide a higher level of transformation. However, if the existing distribution system is not capable of supporting additional transformer capacity, a Distribution System Enhancement may be required and the Customer will be required to pay a Contribution in Aid of Construction. 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.

2.3.6 VOLTAGE GUIDELINES

CE shall endeavour to maintain service voltage at the Ownership Demarcation Point within the guidelines of C.S.A. Standard CAN3-C235-87 (Latest Revision), which allows variations from the nominal voltage as shown below. In the event of a discrepancy C.S.A. Standard CAN3-C235-87 (Latest Revision) shall take precedence.

Recommended Voltage Variation Limits at Service Entrances taken from C.S.A. Standard CAN3-C235-87 (Latest Revision)				
Nominal System Voltage	Voltage Variation Limits Applicable at Service Entrances			
	Extreme Operating Conditions			
	Normal Operating Conditions			
120/240	110/221	113/226	127/254	130/259
120/208	110/ 191	113/196	127/220	130/225
347/600	319/552	326/564	368/636	375/648

Where voltages are outside of the indicated limits for Normal Operating Conditions but within the indicated limits for Extreme Operating Conditions, improvement or corrective action will be take on a planned and programmed basis, but not necessarily on an emergency basis. Where voltages are outside the indicated limits for Extreme Operating Conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on such factors as the location and nature of the load and the extent to which the levels are exceeded and the duration.

2.3.7 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 CE's distribution system.

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

2.3.8 METERING

CE will normally provide, install and maintain revenue metering, instrument transformers, test panels and all interconnecting wiring required for billing of all Customers connected to CE's distribution system, excluding embedded generation. The location and installation of indoor and outdoor metering shall be acceptable to CE and readily accessible at all times. A Contribution in Aid of Construction will apply.

CE may, at its discretion, install a demand 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.

2.3.8.1 GENERAL (METERING)

Generally, metering will be at the utilization voltage. Where CE owns the primary transformation, primary metering will be permitted at the discretion of CE. However, primary transformation owned by the Customer shall be primary metered, unless the building qualifies for individual tenant metering. The incremental cost of primary metering is the responsibility of the Customer.

For metering at the utilization voltage the Customer shall provide at his expense:

- Space and location acceptable to CE, as outlined further in this Section, for the installation of the revenue metering equipment and if necessary associated communication equipment.
- A proper meter socket.
- Where required, a lockable enclosure with removable back plate, of dimensions outlined further in this Section.
- Installation of instrument transformers (supplied by CE at the customer's expense), when mounting revenue-metering equipment in switchgear, and conduit for instrument transformer leads, where required.
- Direct access to the revenue meter and associated equipment by CE.

2.3.8.2 METERING CABINETS

Where metering cabinets are required, the Customer shall supply and install the cabinet to CE'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 relationship is as follows:

Metering Cabinet - Dimensions		
Service Configuration	Amperage	Dimensions
120/240 Volt, 3 Wire	200 to 400 Amps	outdoor self contained
120/208 Volt, 4 Wire	200 to 800 Amps	1.2 m x 1.2 m x 0.3 m -200 Amp self contained
347/600 Volt, 4 Wire	200 to 800 Amps	1.2 m x 1.2 m x 0.3 m -200 Amp self contained
3 Phase, 4 Wire	Greater than 800 Amps & NOT supplied through switchgear	1.2 m x 1.2 m x 0.3 m for the current transformers; and, 1 m x 1 m x 0.3 m for the meter.
Other	N/A	1 m x 1 m x 0.3 m for the meter only.

Metering cabinets shall normally be installed indoors, except where otherwise approved by CE. Cabinets installed outdoors shall be suitable for an outdoor environment and approved by CE. Cabinets shall be installed such that it is 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 bus of the switchgear, at the Customer's expense. The Customer shall submit the appropriate shop drawings to CE for approval.

2.3.8.3 INTERVAL METERING

Customers requiring or requesting interval metering shall provide a plywood metering board measuring 1.2 m x 1.2 m x 16 mm exclusively for metering equipment. The Customer will also provide access and connection to a direct dial voice quality telephone line available 24 hours a day to an extension jack located on the metering board. The phone line must be installed and functioning prior to the installation of the interval meter. Installation and ongoing maintenance and costs associated with the phone line shall be the responsibility of the Customer.

2.3.8.4 METER READING

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

All CE metering equipment located on the Customer's premise 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 CE for the cost of repair or replacement.

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

2.3.8.5 FINAL METER READING

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

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

2.3.8.6 FAULTY REGISTRATION OF METERS

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

In the event of incorrect electricity usage registration, CE 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 CE, 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. CE will correct the bills for that period in accordance with the applicable regulations under the Act.

2.3.8.7 METER DISPUTE TESTING

CE will attempt to resolve billing enquiries. However, to give Customers confidence in the accuracy of electricity meters, CE will conduct an internal investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. If the internal investigation does not resolve the matter, the Customer or CE 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 CE. If the test indicates that the meter is accurate, the Consumer may be required to pay the meter dispute fee.

2.4 TARIFFS AND CHARGES

2.4.1 SERVICE CONNECTION

Charges for service connections are set out in CE's approved rates and may be obtained by request from CE. Notice of rate revisions may be published in local newspapers and or mailed out to all Customers with the first billing issued at the revised rates.

2.4.2 ENERGY SUPPLY

CE shall provide standard supply service for all (100%) of the electricity consumed by CE Customers.

2.4.3 DEPOSITS

Residential

Cornwall Electric may require a security deposit from any Customer before providing service or before reconnecting a service.

A security deposit is not required from Customers:

- Who have a good payment history in respect of another Cornwall Electric account in their name or with an affiliate of Cornwall Electric.
- Who supply a letter confirming a good payment history with another Ontario electric or natural gas distribution company.
- Who provide a satisfactory credit check made at the Customer's expense.

General Service

All new Customers shall pay a security deposit before connection or reconnection except for Customers:

- Who supply a letter confirming a good payment history with another Ontario electric or natural gas distribution company.
- Who supply a satisfactory credit report provided to Cornwall Electric at the Customer's expense.

The following are acceptable types of security deposits:

- Cash, cheque, money order.
- An irrevocable letter of credit from a chartered bank, trust company or credit union for a minimum of three (3) years.
- A bond from an insurance company.

Amount of Security Deposit:

Residential:

- Customers billed monthly: the amount of the security deposit shall be equal to 2.5 times the average bills for the service address during the most recent twelve (12) consecutive months within the previous 24 months.
- Customers billed bi-monthly: the amount of the security deposit shall be equal to 1.75 times the average bills for the service address during the most recent twelve (12) consecutive months within the previous 24 months.

Non-residential and Commercial/Industrial General Service Customers:

- Customers billed monthly: the amount of the security deposit shall be equal to 2.5 times the consumer's average monthly load with the distributor during the most recent twelve (12) consecutive months within the previous 24 months.
- Customers billed bi-monthly: the amount of the security deposit shall be equal to 1.75 times the consumer's average monthly load with the distributor during the most recent twelve (12) consecutive months within the previous 24 months

For non-residential Customers greater than 50kW who provide a credit rating from a recognized credit rating agency will be eligible for a reduction in their security deposit reduced as follows:

Credit Rating <i>(Using Standard & Poors Rating Terminology)</i>	Allowable Reduction in 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%

Where usage information is not available for the Customer's for twelve (12) consecutive months within the past two years, the Customer's average monthly load shall be based on a reasonable estimate made by Cornwall Electric.

Security deposits are normally paid to Cornwall Electric before the Customer moves into the premise. Cornwall Electric will allow Customers to pay security deposits in installments for a period of no more than 4 months. Failure to pay the deposit will result in disconnection of the electrical service.

Deposit Duration and Interest

Security deposits will be returned to residential Customers after twelve (12) consecutive months of paying their invoices provided the following criteria are met:

- They have not received more than one (1) disconnection notice.
- They have not had more than one (1) insufficient funds cheque posted to their account.
- They have not had more than one (1) pre-authorized payment returned for insufficient funds.
- There have been no disconnections due to non-payment.

A Customer that meets these criteria shall be deemed to have a good payment history.

Non-residential and Commercial/Industrial General Service Customers:

Security deposits will be returned to non-residential and Commercial/Industrial General Service Customers after five (5) years of paying their invoices provided the following criteria are met:

- They have not received more than one (1) disconnection notice.
- They have not had more than one (1) insufficient funds cheque posted to their account.
- They have not had more than one (1) pre-authorized payment returned for insufficient funds.
- There have been no disconnections due to non-payment.

A Customer that meets these criteria shall be deemed to have a good payment history.

Otherwise, the security deposit will be held until the payment record meets the above criteria, or the Customer terminates service (whichever comes first). Subject to Cornwall Electric's right to use the security deposit to set off other amounts owing by the Customer, the security deposit shall be returned within six (6) weeks of closure of an account.

The interest rate for a cash or cheque security deposit is calculated at the prime business rate, as published on the Bank of Canada website, less two (2) percent (updated quarterly) and shall be posted to the Customer's account on a quarterly basis.

Except for deposits paid prior to February 2, 2004, the Company shall review every Customer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the Customer or adjusted.

Where the Customer moves within the Cornwall Electric service territory, the security deposit may be applied to the security deposit requirements for the Customer's new service address.

Cornwall Electric may adjust the security deposit in consideration of the historical consumption or the Customer's anticipated load profile at the new service address in accordance with the above calculations. In the event that the Customer has established a good payment history, a security deposit will not be requested for the new address.

Methods of Enforcement

In addition to disconnection for non-payment of a security deposit, the Company may use any risk mitigation options available under law to manage Customer non-payment risk.

2.4.4 BILLING

The billing cycles are categorized geographically into routes. The billings are staggered throughout the month.

- Residential Customer meters are read bi-monthly and billed bi-monthly.
- General Service Customer meters, with billing demands less than 50 kW, are read every month and generally billed monthly.
- General Service Customer meters, with billing demands greater than 50 kW, are read every month and billed monthly.
- Streetlights are billed monthly.
- Sentinel lights are billed with the associated account.
- Flat rates are billed with the associated account.

Note: A document detailing our current rates structure is available upon request.

2.4.5 PAYMENTS AND LATE PAYMENT CHARGES

All classes of electricity Customers have sixteen days from the date of invoice to pay their account. An interest rate of 1.5% will be applied to the balance forward on overdue accounts.

2.5 CUSTOMER INFORMATION

2.5.1 RELEASE OF HISTORICAL INFORMATION TO A CUSTOMER

Upon written consent and payment of an administrative fee by a Customer, CE shall provide to the Customer the usage data, meter data and payment information as defined below:

- CE's Customer account number
- Customer's service address
- Customer's billing address
- Identification of current regulated rates that apply to the consumer
- Multiplied kWh used in each billing period,
- Multiplied kW for each billing period (if demand metered)
- Multiplied kVA for each billing period (if relevant)
- Date of actual or estimated meter read for each billing period
- An indicator of the read type
- The next scheduled meter read date
- The next scheduled bill date
- The distribution loss factor for the billing period

For any of the above information, CE will provide data for up to 24 billing periods, if available.

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 line of demarcation, metering, service requirements, ownership and operational responsibilities, special contracts and other conditions specific to a particular Customer class. Also inspection of works not normally within the scope of the Electrical Safety Association is defined.

3.1 RESIDENTIAL

For purposes of these Conditions of Service, "residential" pertains to the supply of electrical energy to detached and semi detached, single-family homes. 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 around basis. For the purposes of the Conditions of Service, subdivisions, multi-units or townhouses developments are not considered as Residential.

3.1.1 General

Normally, CE will provide one service or delivery point to each residence typically on the driveway side. 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 maximum size shall be 200 amperes. Residential services above 200 amperes will require consultation with and the approval of CE prior to construction.

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 SERVICING COSTS

CE has a Standard Connection Allowance for residential servicing. For works beyond the scope of that allocated in the Standard Connection Allowance the Customer shall be required to contribute all or a portion of the additional costs.

3.1.2.1 STANDARD CONNECTION ALLOWANCE AND VARIABLE CONNECTION CHARGE

The Standard Connection Allowance for a residential service includes:

- 30 metres of service conductor - material and labour;
- up to two poles along a municipal right-of-way- labour and materials;
- connectors required to connect the service conductor to the distribution system and to the Customers service wires - labour and material;
- mechanical strain connectors to attach the service conductors to the distribution system and the Customers service attachment - labour and materials;
- miscellaneous tape, sealants, protectors and corrosion inhibitors as required - labour and materials; and
- revenue meter, instrument transformers, if required - at the customer's expense

Costs associated with the installation of plant and equipment above and beyond the Standard Connection Allowance for basic connection are calculated based on provisions of the Franchise Agreement. CE will recover the connection charges from the Customer prior to the connection of the service.

3.1.3 EARLY CONSULTATION

The location of the service entrance point and the meter base will be established through early consultation between the Customer and CE for both new and upgraded services. This consultation should be initiated by the Customer and take place not less than 10 business days prior to the required in-service date (additional time should be allowed for services requiring additions or enhancements). The Customer, if required, shall supply the following information during the consultation:

- the required service date,

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

Failure to comply may result in additional delays and/or expense to the Customer.

3.1.4 OVERHEAD SERVICE

CE will designate the pole from which service will be supplied and the location of a rigid service mast.

CE will provide up to 30 metres of overhead service conductor from the street line to the point of demarcation. The Customer will contribute to the cost of service conductor and associated labour which exceeds 30 metres in length and may in some circumstances, be required to construct a private pole line on their property. 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.

3.1.5 UNDERGROUND SERVICE

CE will specify the location of the meter base. The meter base will typically be on the driveway side.

From an overhead distribution system, CE will install and maintain underground service conductors from the nearest connection point on the distribution system to the point of demarcation at the Customer's expense.

From an underground distribution system, CE will install and maintain underground service conductors from the point of connection to the distribution system to the Customer's meter base. The Customer will contribute to the cost of the service and may in some circumstances be required to construct a private service on their property.

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

3.1.6 POINT OF DEMARCATION

For overhead service, the point of demarcation where CE's operational and ownership responsibilities end is at the electrical connections at the service mast. For underground service, the point of demarcation where CE's operational and ownership responsibilities end is at the source side electrical connections of the meter base.

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

3.1.7 Access

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

3.1.8 METERING

The Customer will supply, install and maintain a meter socket and suitable space for auxiliary equipment if required, and it will be readily accessible to CE personnel. The meter base will be installed on the exterior of the residence at 1.7 meters above finished grade to the center of the meter. The meter shall be installed on the line side of the main disconnect switch.

3.1.9 INSPECTION

The electrical installation inside and outside of the residence, including the meter base and service mast 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 CE prior to connection.

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

3.1.10 SEASONAL RESIDENTIAL

For purposes of these Conditions of Service, "seasonal residential" pertains to the supply of electrical energy to detached and semi detached, single family homes. 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 only during parts of the year. The provisions of the standard connection allowance detailed in Section 3.1.2 apply.

Due to the varied nature of seasonal dwellings some special arrangements including over water transportation may be required to service or reconnect service to these locations. Arrangements will be made in such a manner, suitable to CE, to provide services such as power restoration, maintenance and new construction without endangering the safety of CE personnel.

3.1.11 SUBDIVISION, MULTI-UNIT AND TOWNHOUSE DEVELOPMENT

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

- 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.
- Civic addresses
- Legal reference plan
- A layout showing the number of units and electrical service requirements
- Required service date

CE will make an offer to connect based on the provisions of the Franchise Agreement.

3.2 GENERAL SERVICE

For purposes of these Conditions of Service, general service pertains to the supply of electrical energy to 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

Normally, CE will provide one service or delivery point for each General Service Customer.

3.2.2 EARLY CONSULTATION

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

- The approximate date the Customer will require service
- Site and grading plans showing the location of the building relative to property lines, public rights-of-way, driveways and parking lots.
- Locations of other services including gas, water, sewer, cable TV and telephone.
- The preferred routing for a duct bank, subject to approval by CE.
- Preferred location of the transformer, subject to approval by CE.
- The location of the revenue metering installation, subject to approval by CE.
- Amperage of the service.
- Preferred voltage of the service.

- Preferred location of the service entrance.
- Estimated initial electrical demand and ultimate maximum demand.
- Single line diagram.
- Listing of all significant loads such as lighting, motors, cooling, heating, X-ray units, welders, etc.
- Copies of service entrance switchgear, detailing metering equipment installation.
- Substation information including transformer capacity, primary and secondary voltages, tap positions, impedances, connection details, grounding details and coordination information.

3.2.3 SUPPLY VOLTAGE

The secondary service voltage will be established by CE in consultation with the Customer and will be one of the following voltages and configurations:

- 120 / 240 volts 1 phase 3 wire
- 120 / 208 volts 3 phase 4 wire
- 347 / 600 volts 3 phase 4 wire

Transformation to any other secondary service voltage will be supplied, installed and maintained by the Customer.

Primary supplies to Customer-owned substations or transformation will be at one of the following voltages and configurations, depending on availability:

- 2,400 / 4,160 volts 3 phase 4 wire
-
- 7,200 / 12,470 3 phase 4 wire

Limitations related to the capacity of the service are specified in Section 2.3.5.

3.2.4 OVERHEAD SERVICE

Within the capacity limitations stated in Section 2.3.5, CE will normally provide one overhead service to a General Service Customer. CE will provide up to 30 metres of service conductor from the street line to the point of ownership demarcation. The Customer will contribute to the cost of service and may in some circumstances be required to construct a private pole line. The Customer will provide a rigid service mast or equivalent together with proper attachment apparatus to maintain sufficient height above final grade.

3.2.4.1 STANDARD CONNECTION ALLOWANCE - OVERHEAD

Costs are calculated based on the provisions of the Franchise Agreement.

3.2.4.2 POINT OF DEMARCATION - OVERHEAD

For overhead general service, the point of demarcation where CE's operational and ownership responsibilities end is at the electrical connections at the service mast.

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

3.2.5 UNDERGROUND SERVICE

Pole mounted Transformation

Within the capacity limitations stated in Section 2.3.5, CE will normally provide 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 his expense and to the satisfaction of CE. CE will install and maintain the connections to the transformer.

Pad mounted Transformation

Within the capacity limitations stated in Section 2.3.5, CE will normally provide one underground service supplied from a pad mounted transformer installation to a General Service Customer. 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 CE. CE will install the connectors on the secondary bus of the transformer. A connection charge will apply.

The Customer will provide at his expense, the following:

- Trenching, duct structure, safety marking and back filling from the distribution system to the transformer
- A transformer pedestal acceptable to CE
- 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 CE, in the building for the exclusive use by CE for its equipment necessary to supply and maintain service to the Customer.

3.2.5.1 STANDARD CONNECTION - UNDERGROUND

Charges are calculated based on the provisions of the Franchise Agreement

3.2.5.2 POINT OF DEMARCATION - UNDERGROUND

Pole mounted Transformation

The point of demarcation for an underground general service supplied from a pole mounted transformer installation is the connection at the secondary terminals of the transformer installation.

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

Pad mounted Transformation

The point of demarcation for an underground general service supplied from a pad mounted transformer installation is the connection at the secondary terminals of the transformer installation.

3.2.6 PRIMARY SERVICE

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

- 2,400 / 4,160 volts 3 phase 4 wire
- 7,200 / 12,470 3 phase 4 wire

It is recommended that Customers' transformers have high voltage taps ranging from 105% to 95%. The Customer should consult with CE 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 CE review. The Customer or his representative will coordinate fuse selection and/or relay settings with CE 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 CE and a pre-service inspection report will be provided to CE by the owner. To facilitate and encourage maintenance of the Customer-owned substations, CE will provide one power interruption annually. This is a free service if schedule during CE's normal business hours. Beyond normal business hours CE will charge the Customer the premium above the normal business hours cost. Additional works will be chargeable to the Customer.

3.2.6.1 STANDARD CONNECTION ALLOWANCE-- PRIMARY

There is no Standard Connection Allowance associated with primary service.

The cost associated with system expansion or enhancement shall be borne by the Customer. Calculation of charges shall be based on the provisions of the Franchise Agreement.

3.2.6.2 POINT OF DEMARCATION – PRIMARY

The point of demarcation for a primary general service is the isolation device at the termination pole. The isolation device and pole are the responsibility of the Customer.

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

3.2.7 LOCATION OF TRANSFORMERS

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

3.2.8 SUPPLY OF EQUIPMENT

Normally, CE will supply, install and construct all equipment located on the utility side of the point of demarcation. The Customer will supply, install and construct all equipment located on the Customer's side of the point of demarcation. 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 his service entrance equipment has an adequate short circuit interrupting capability. CE 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 an easement or "Letter of Consent" from the property Customer(s) involved.

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

3.2.11 METERING

In all installations the revenue meter and, if applicable, the instrument transformers are owned and maintained by CE. 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 2.3.8.2 Metering Cabinets**.

Where telecommunications equipment is required for remote reading the Customer will make available to CE such facilities as described in **Section 2.3.8.3 Interval Metering**.

Where a primary metering installation is required the Customer will be required to contribute to the cost of the metering equipment.

3.3 UNMETERED CONNECTIONS

In instances where it is determined by CE that the nature of the Customer's load characteristic is constant over the billing period, normally with minimum energy consumption, CE 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 CE.

3.3.1 BILLBOARDS

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

- Nominal service voltage, at the discretion of CE, will be 120/240 volt 3 wire.
- The method and location of the service will be established by CE in consultation with the Customer.
- Billing will be based on the connected wattage and the calculated hours of use or metered.
- Where transformation does not exist the Customer will pay a connection fee. Calculations are based on the provisions of the Franchise Agreement.
- CE will provide and install overhead service conductors up to a maximum distance of 15 metres 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 at the expense of the customer.
- Any addition and/or enhancement to the distribution system required to connect the service will be at the expense of the Customer.

3.3.2 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:

- Nominal service voltage, at the discretion of CE, will be 120/240 volt 3 wire.
- The method and location of the service will be established by CE in consultation with the Customer.
- Billing will be based on the connected wattage and the calculated hours of use or alternatively metered consumption.
- Where transformation does not exist the Customer will pay a connection fee. Calculations are based on the provisions of the Franchise Agreement.
- CE will provide and install overhead service conductors up to a maximum distance of 15 metres 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 at the expense of the customer.
- Any addition and/or enhancement to the distribution system required to connect the service will be at the expense of the Customer.

3.3.3 TRAFFIC SIGNALS

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

- Nominal service voltage, at the discretion of CE, will be 120/240 volt 3 wire.
- The method and location of the service will be established by CE in consultation with the Customer.
- Billing will either be based on the connected wattage and the calculated hours of use or metered.
- Transformation will be supplied and installed by CE at its expense.
- CE will provide and install overhead service conductors up to a maximum distance of 30 metres 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 at the expense of the customer.
- Any addition and/or enhancement to the distribution system required to connect the service will be at the expense of the Customer.

3.3.4 CABLE TV AMPLIFIERS

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

- Nominal service voltage, at the discretion of CE, will be 120/240 volt 3 wire.
- The method and location of the service will be established by CE in consultation with the Customer.
- Billing will be based on the connected wattage and the calculated hours of use or metered.
- Where transformation does not exist the Customer will pay a connection fee to offset the cost of material and labour.
- CE will provide and install overhead service conductors up to a maximum distance of 15 metres 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 at the expense of the customer.
- Any addition and/or enhancement to the distribution system required to connect the service will be at the expense of the Customer.

3.3.5 OTHER SMALL SERVICES

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

- Nominal service voltage, at the discretion of CE, will be 120/240 volt 3 wire.
- The method and location of the service will be established by CE in consultation with the Customer.
- Billing will be based on the connected wattage and the calculated hours of use.
- Where transformation does not exist the Customer will pay a connection fee to offset the cost of material and labour..
- CE will provide and install overhead service conductors up to a maximum distance of 15 metres 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 at the expense of the customer.
- Any addition and/or enhancement to the distribution system required to connect the service will be at the expense of the Customer.

3.4 PRIVATE AREA LIGHTING

CE will provide private area dusk to dawn lighting to its Residential or General Service Customers. For private area lighting service, CE shall use its best efforts to provide illumination during the hours of darkness for a total of approximately 4000 hours per year. Customers requesting private area lighting will be required to enter into a contract with CE for this service. A copy of the contract and applicable rates are available at the office. The service will be unmetered; rates are subject to change.

Provision of private area lighting is subject to the following conditions:

- Within the terms of the contract, CE will provide a maximum of 30 metres of overhead wire. The costs of poles and additional wire will be paid by the Customer in advance of the installation.
- CE 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 CE) CE, may at its discretion after contacting the Customer, remove the facilities and end monthly billing thirty days following removal. The Customer may choose to pay for the repairs in advance in order to maintain service.
- CE will supply the energy required.

- CE will not be required to provide private area lighting where, in the opinion of CE, 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.
- CE shall supply only certain fixture sizes utilizing an efficient lighting source in accordance with current industry standards.
- The location of fixtures and poles shall be determined by CE in consultation with the Customer. After poles and fixtures have been installed they shall not be relocated except at the expense of the Customer.
- CE does not guarantee that fixtures used for private area lighting will illuminate any specific area.
- CE, at its discretion, will not supply additional private area lighting to a Customer that is or has been in arrears with CE in the preceding 24 months.
- If the Customer requires the private area lighting on a temporary basis, three years or less, than 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

- **ARC** – Affiliate Relationships Code – sets out the standard and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies.
- **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.
- **CIAC** – Contribution In Aid of Construction – A monetary contribution by a *Customer* to CE towards the cost of a distribution facility or system improvement that is necessary to provide electrical service to that *Customer*, but 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.
- **Connection** – Electrical connection of the Customer's building to the distribution system.
- **Customer** – A person, company or developer that requires electrical servicing from Cornwall Electric.
- **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.
- **DSC** – 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.
- **Electricity Act** – the Electricity Act, 1998, S.O. 1998, c.15, Schedule A
- **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 IMO-controlled grid, but instead is connected to a distribution system.
- **ESA** – Electrical Safety Authority – the person or body designated under the Electricity Act regulations as the Electrical Safety Authority.
- **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.
- **Interval Meter** – a meter that measures and records electricity consumption on an hourly or sub-hourly basis.
- **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.
- **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.
- **OEB** – Ontario Energy Board – a regulatory agency of the Ontario Government that is an independent, quasi-judicial tribunal created by the Ontario Energy Board Act.
- **Point of Demarcation** – The point of separation between the Customer-owned facilities and CE's electrical distribution facilities.

- **Retailer** – one who retails electricity (does not include a provider of standard supply service)
- **RSC** – 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.
- **SSSC** – 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 not larger than 75 kVA or equivalent credit and up to 30 meters of overhead conductor or equivalent credit. The standard connection allowance shall be recovered tariffs or rates.
- **Temporary Service** – Electrical service provided by CE that is not connected to a permanent Customer premise and therefore does not allow cost recovery through rates.
- **TSC** – Transmission System Code - sets out the transmitter's obligations with respect to Customers, including performance standards, technical requirements and expansions and connections.
- **Variable Connection Charge** – Calculated cost associated with the installation of assets above and beyond the standard connection allowance for basic connection.