

ENWIN Utilities Ltd. – Conditions of Service – Summary of Changes

ENWIN Utilities Ltd. (“ENWIN”) has updated its Conditions of Service to reflect its latest operating practices and technical requirements, to add clarifications, as well as to address other changes to Ontario Energy Board (“OEB”) codes and applicable laws and regulations that have arisen since the last Conditions of Service update.

The following is a summary of the changes.

Section ¹	Revision Note
Throughout	Minor updates for grammar, spelling, punctuation, formatting, spacing, section titles, numbering and flow.
Preface	<p>Added reference to Section 1 (Introduction), which contains references to the legislation that covers the Conditions of Service, the rights of the Customer and of ENWIN, and the dispute resolution process.</p> <p>Added that a copy of the latest Conditions of Service will be provided to Customers upon request and that ENWIN may charge the Customer its costs for providing a copy of the Conditions of Service.</p>
Section 1.1	<p>Clarification on the location of ENWIN’s service area.</p> <p>Added that ENWIN is subject to requirements imposed under legislation, regulations and codes.</p>
Section 1.3	Clarification on how the duration of time in “working days” will be determined.
Section 1.4	<p>Clarification that the Conditions of Service apply to any Customer, Retailer, or Generator.</p> <p>Clarification that Customers will be advised of updates to the Conditions of Service, the proposed implementation timeline, and be invited to provide comments.</p>
Section 1.5	Updates to ENWIN’s office location, mailing address, Customer Service hours and contact information.
Section 1.6	<p>Added statement that Customers shall have non-discriminatory access to ENWIN’s distribution system and services in accordance with the terms of the Conditions of Service and applicable, legislation, regulations, licence(s), and codes.</p> <p>Added statement that a Generator, including an Embedded Generator, shall indemnify and hold harmless ENWIN, its directors, officers, employees and agents from any claims made by any third parties in connection with the construction and installation of a generation facility, including an embedded generation facility, or other electrical apparatus by or on behalf of the Generator.</p> <p>Added statement that ENWIN will not assume risk or liability resultant from the presence of its equipment on Customer property and that when ENWIN replaces a service, it will make every reasonable effort to leave the property in a similar condition; however, ENWIN will not be responsible for restoring</p>

¹ Section numbers reference the proposed updated Conditions of Service.

Section ¹	Revision Note
	<p>the Customer's premises or appurtenances if they are disrupted or damaged in the course of replacing the Customer's service.</p> <p>Added statement to clarify that if an account is opened in more than one person's name, all those named are deemed to be the Customer and are jointly and severally responsible for compliance with the Conditions of Service and for the payment of rates and charges.</p>
Section 1.7	Clarification on the types of information that may be requested from Customers, and that ENWIN may refuse to connect a Customer if it is unable to establish the identify or legitimacy of a Customer in accordance with the Conditions of Service and any applicable legislation, regulations or codes.
Section 1.7.2	Clarification that where a fault is located on Customer's underground secondary cable, ENWIN reserves the right to install temporary jumper cables from a neighbouring service to maintain power to the affected service until the fault is repaired.
Section 1.7.3	<p>Clarification that Customers must ensure their property is well maintained to ensure safe and unimpeded access to equipment; that if ENWIN determines in its sole discretion there is an emergency, hazard or risk to health and safety, ENWIN may disconnect the supply of electricity to the Customer and/or remove the obstruction or encroachment; that if ENWIN determines in that it is unsafe to access Customer property, it may refuse to send employees, contractors or agents to the Customer's property to make repairs or restore power until the Customer has removed the safety risk and, if repairs are required to do so, provided proof that the repairs have been certified by a professional engineer.</p> <p>Clarification that ENWIN is not liable to Customers for any damages resulting from work performed on ENWIN's equipment on or around a Customer's property, and it is not liable for any damages associated with the removal of obstructions or impediments to access its equipment on Customer property including, for example, cutting locks. Nevertheless, ENWIN will make reasonable efforts to restore Customers' property after its work is performed.</p>
Section 1.7.4	Added statement that ENWIN's distribution plant, infrastructure and equipment will remain the property of ENWIN, even if it is located on Customer property, and is exempt from seizure as set out in the <i>Electricity Act, 1998</i> .
Section 1.7.5	Added references to sections for additional Customer classes.
Section 1.7.6	<p>Clarification regarding when ENWIN will trim vegetation around distribution and service lines on Customers' property and when planned tree clearing will be communicated.</p> <p>Clarification that when Customers request disconnection of lines for tree trimming, ENWIN will disconnect and reconnect the Customer's service without charge; when Customers request disconnection of lines serving other Customers for tree trimming, Customers or their arborists are required to pay for the disconnection and reconnection of lines.</p>
Section 1.7.7	Clarification on the physical ownership demarcation point between ENWIN's equipment and the Customer's equipment.
Section 1.7.8	Clarification that the Customer shall not endanger ENWIN's distribution infrastructure, assets, plant or equipment, and that the Customer is

Section ¹	Revision Note
	<p>responsible for maintaining their property in a condition that is safe and that does not adversely affect the operation or threaten the integrity or reliability of ENWIN's distribution infrastructure, assets, plant or equipment.</p> <p>Clarification that if a Customer does not inspect, maintain, repair, or replace their equipment, infrastructure or property for which they are responsible as required in a timely manner, ENWIN may disconnect the supply of electricity to the Customer until they complete any necessary inspections, maintenance, repairs or replacements.</p> <p>Clarification that the Customer is responsible for providing, inspecting, repairing, replacing and maintaining in a safe condition all their equipment and infrastructure in a manner satisfactory to the Electrical Safety Authority and ENWIN, and that equipment and infrastructure includes both the Customer's electrical equipment located on the Customer's side of the Ownership Demarcation point and the civil infrastructure.</p> <p>Clarification on when ENWIN may refuse to enter a Customer's property and what must be done to permit ENWIN to enter a Customer's property.</p>
Section 1.8	Updates to ENWIN's Customer Service hours.
Section 2.1.0	<p>Updated timelines to refer to the Distribution System Code and that ENWIN will notify Customers of any extended lead times.</p> <p>Clarification that Generators that wish to operate on the Customer side of the meter are also required to apply in writing to ENWIN for permission to make that connection and/or to obtain an offer to connect from ENWIN.</p> <p>Clarification that the supply or acceptance of electricity is also conditional upon the Customer having made an application and, in so doing, providing the necessary information and payments.</p>
Section 2.1.1.1	<p>Clarification that the Basic Connection charge is generally recovered in distribution revenues for simple overhead or underground connections, and thus, there is typically no up-front connection charge for Residential Customers. However, there will be an account setup charge as noted in ENWIN's Tariff of Rates and Charges.</p> <p>Clarification that where a Customer's connection requirements exceed the Basic Connection charge, there may be additional Variable Connection costs associated with the installation of assets and/or any expansion of the distribution system. ENWIN will recover the account setup charge and the Variable Connection costs directly from the Customer, and that the Variable Connection costs shall be based on the actual costs ENWIN incurs.</p>
Section 2.1.2	<p>Clarification that ENWIN will normally provide a firm offer to connect, but in its sole discretion, may provide an offer to connect that is an estimate.</p> <p>Clarification on what the offer to connect will include, and further detailed how the economic evaluation will be performed in accordance with the Distribution System Code.</p>

Section¹	Revision Note
Section 2.1.2.1	Clarification on what work is eligible for an Alternative Bid and the requirements if an Alternative Bid is pursued.
Section 2.1.2.2	Further detailed how the final economic evaluation will be performed and what information will be provided to the Customer.
Section 2.1.2.3	Added clarification on what the expansion deposit is intended to cover.
Section 2.1.2.4	Further described how unforecasted Customers are considered in the rebate of capital contributions to original contributors and that the rebate of capital contributions is payable to the original contributors contracting with ENWIN unless that right has been assigned.
Section 2.1.2.5	Clarification that the estimated incremental demand is the estimate of the Customer's load set out in the offer to connect.
Section 2.1.3	Clarification that ENWIN is not obligated to connect, or to continue to connect, Customers, persons or entities within its territory for the reasons listed. Clarification that failure of the Customer to open an account may also result in connection denial.
Section 2.1.4	Clarification that services that have been disconnected for a period of six months or longer must be re-inspected and approved by the Electrical Safety Authority prior to reconnection.
Section 2.1.5	Further described conditions and requirements pertaining to the relocation of plant.
Section 2.1.6	Further described the conditions and requirements for easements on Customers' property that are necessary in order to provide service.
Section 2.1.7	Updated wording for Implied Contracts; other minor updates to wording for other contract types.
Section 2.2	Clarification that ENWIN may disconnect the supply of electricity effective immediately under certain conditions.
Section 2.2.1	Added that ENWIN will provide an overdue notice and disconnection notice to the Customer in writing prior to any disconnection, as prescribed by applicable legislation, codes and regulations. Updated timing of deemed receipt of disconnection notice to fifth calendar day after the date on which the notice was printed by ENWIN, in accordance with the Distribution System Code requirements. Clarification that when a Customer requests a disconnection and a reconnection of its supply of electricity, then the Customer may be required to pay a fair and reasonable charge based on cost recovery principles or pay any applicable fees in accordance with ENWIN's Tariff of Rates and Charges.
Section 2.2.2	Updates to what may be constituted as unauthorized energy use.
Section 2.3.1	Added that Customers are responsible for obtaining back-up or standby facilities and/or protective equipment to ensure electricity supply, avoid damage to equipment and minimize the effects of momentary interruptions.
Section 2.3.2.1	Minor updates to wording on how ENWIN will conduct Power Quality investigations.
Section 2.3.2.2	Minor updates to Customer requirements to assist in Power Quality reviews.

Section¹	Revision Note
Section 2.3.2.3	Minor updates to wording on when ENWIN may need to interrupt the supply of electricity to a Customer.
Section 2.3.3	Clarification that the supply of electricity may be interrupted on a planned or unplanned basis, and ENWIN will not be liable for any failure to supply electricity or voltages within standard levels for any reason including a Force Majeure event. Added that Customers shall ensure that their motors and self-contained air conditioning units do not exceed the listed starting current limitations.
Section 2.3.4.2	Added that Customers may request a non-standard 277/480 V supply, which ENWIN may provide at its discretion and subject to certain limitations that must be agreed upon.
Section 2.3.4.3	Added that ENWIN may determine, in its sole discretion and based on the services requested by the Customer, that the Customer requires a second or standby connection to another point on the primary distribution system. The Customer will be responsible for costs associated with any such connection.
Section 2.3.7	Updates to technical metering requirements, including the types of meters that will be installed for each service class, and communication requirements. Added that the Customer shall be responsible for the applicable costs associated with wireless meter reading communication as specified in ENWIN's Tariff of Rates and Charges.
Section 2.3.7.1.1	Updates to the descriptions of the metering requirements for bulk-metered and unit smart metered multi-unit buildings. Clarification on responsibility for charges in mislabelling/cross wiring situations. Added that multi-unit building owners should verify meter to unit connections to ensure accurate billing of tenants.
Section 2.3.7.1.2	Updates to the descriptions of the metering requirements for General Service – multi metered buildings.
Section 2.3.7.1.3	Updates to the descriptions of the main switch and meter socket technical requirements.
Section 2.3.7.1.4	Added that Residential services greater than 200 A are required to supply and install an approved outdoor meter cabinet.
Section 2.3.7.1.5	Added that for General Service Customers, at a minimum, outdoor meter entrance enclosures protection shall consist of a weatherproof cabinet rated by the National Electrical Manufacturers Association (“NEMA”) or equivalent, at least 250 mm (12 in.) deep and constructed to fit around the meter socket.
Section 2.3.7.1.6	Updates to the description of meter cable requirements. Added that exceptions may be permitted at ENWIN's sole discretion and may delay requested connection dates.
Section 2.3.7.2	Updates to the instrument transformer cabinet size specifications.
Section 2.3.7.2.2	Updates to the description of meter sockets for underground services requirements.

Section ¹	Revision Note
Section 2.3.7.3	<p>Added that MIST meters will be installed for all services where the peak demand is forecast by ENWIN to have a monthly average peak demand during a calendar year of over 50 kW in accordance with the Distribution System Code.</p> <p>Clarification that Customers may be assessed the cost of having interval meter data obtained and forwarded by ENWIN.</p>
Section 2.4.1	<p>Added that ENWIN may require the Customer to provide information, including but not limited to photo identification or a lease agreement, to confirm their identity or legitimacy prior to opening a new account. ENWIN also reserves the right to deny opening a new account if the Customer owes money to ENWIN on another account.</p> <p>Clarification that a Customer may be assessed an additional priority connection service charge, which will be charged on an actual cost, time and materials basis or a pass-through of third-party costs, if less than two (2) business day's notice is not provided for opening an account.</p> <p>Added language to clarify that landlords are responsible for ensuring compliance with applicable laws, including but not limited to the <i>Residential Tenancies Act, 2006</i>, in the closing of any accounts, and shall indemnify and hold harmless ENWIN for any claims relating to same.</p>
Section 2.4.3	<p>Updated description of the security deposit calculation and security deposit waiver requirements in accordance with the Distribution System Code.</p> <p>Added that a Customer's service will be disconnected for failure to pay a security deposit in compliance with all applicable legislation, regulations and codes, and that ENWIN will thereafter commence collections proceedings.</p> <p>Updated good payment history for Non-Residential < 50 kW Customers to three (3) years in accordance with the Distribution System Code.</p> <p>Added language on when a security deposit requirement may be waived, and when it will not be waived in accordance with the Distribution System Code.</p>
Section 2.4.5	<p>Updated "equal monthly billing plan" to "equal monthly payment plan" to match current wording in the Standard Supply Service Code.</p> <p>Added clarification on the interest charge calculation.</p> <p>Added that the reconnection charge is waived for low-income Customers, and other Residential Customers unable to pay the charge may be offered reasonable payment arrangements.</p> <p>Added language on payment allocation between Electricity and Other Services pursuant to the Distribution System Code requirements.</p>
Section 2.6 and 2.6.1	<p>Added language to specify that Customers must contact Ontario One Call for underground locate requests and specified when ENWIN may charge for locate requests on an actual cost, time and materials basis or a pass-through of third-party costs.</p>

Section¹	Revision Note
Section 3.1.1	Clarification on when ENWIN may deem a Customer to be General Service rather than Residential.
Section 3.1.1.1	Minor updates to the overheard secondary services requirements.
Section 3.1.1.2	Minor updates to the underground secondary services requirements.
Section 3.1.3.1	Updated the description of the ownership demarcation point and point of ENWIN's operational control.
Section 3.1.9	Clarification that if requested by the Customer, ENWIN will provide a tree trimming service to maintain conductor clearances for trees that have grown into the Customer's service, however, ENWIN will generally not provide services to remove trees.
Section 3.2.1	Updated description of which types of premises will be classified as General Service.
Section 3.2.4.1	Updated the description of the ownership demarcation point and point of ENWIN's operational control.
Section 3.2.4.2	Added that ENWIN shall provide service from the street bus to the Customer's conductors at the Customer-supplied conduit and F-head at the pole.
Section 3.2.6	Clarification that multi-unit complex owners shall consult with ENWIN prior to making any changes in the unit numbers, including any unit consolidations or splits, as it may have an impact on billing accuracy.
Section 3.3	Updated description of when Customers will be classified as General Service > 50 kW to match ENWIN's Tariff of Rates and Charges.
Section 3.3.1	Added reference to ownership demarcation point for General Service Customers.
Section 3.3.3	<p>Updates to Supply of Equipment by ENWIN, including that where appropriate, ENWIN will provide a cellular modem or telephone line sharing device, at the Customer's expense, and that the Customer must provide a powered 120/240V supply to the metering cabinet if directed by ENWIN.</p> <p>Updates to Supply of Equipment by Customer, including: where transformers are to be installed in a Customer vault, the Customer shall provide for vault drainage and ventilation, including power ventilation, lighting, a 120/240V power outlet; where ENWIN's distribution system is underground, the Customer shall be responsible for the supply and installation of ducts to ENWIN's specifications at locations where driveways, sidewalks or other concrete or asphalt surface cross the distribution system, and that the ducts shall be installed prior to the final paving; at the discretion of ENWIN, the Customer may also be required to supply a POTS telephone line to the metering cabinet; and that alternatively, a Customer may be required to supply a 15 A duplex receptacle within 6 ft. of the meter to power the cellular modem required for remote interrogation of the interval metering system, and that the Customer will be responsible to pay associated data communication charges in accordance with ENWIN's Tariff of Rates and Charges in the absence of an analogue phone line.</p>
Section 3.4	Clarification that the conditions set out for General Service Customers also apply to General Service Customers with demand above 3,000 kW, in addition to further requirements for such Customers' transformer substations.

Section¹	Revision Note
Section 3.4.2	Added that the Electrical Safety Authority requires Customers that own their own substations to perform and record at least annual maintenance on their substations, and that ENWIN may require that the Customer submit to ENWIN their report detailing regular and/or emergency maintenance performed on the Customer's substation.
Section 3.5	Added description of the Large Use (Above 5,000 kW) service classification.
Section 3.6	Added description of the Dedicated Transformer Station service classification.
Section 3.10	Added that if it is deemed to be necessary in ENWIN's sole discretion, ENWIN may convert service connections that are metered to unmetered connections with 60 days' notice to the Customer.
Section 4	Added definitions of: "Advanced Metering Infrastructure" or "AMI"; "Competitive Electricity Services"; and "Embedded Generator". Removed definition of "Competitive Sector Multi-unit Residential Service". Updated definitions of: "General Service" and "Residential Service".
Section 5 Appendix 1.1 and 1.1.1	Updated maps of ENWIN's service territory.
Section 5 Appendix 2	Updated ENWIN's Approved Meter Socket tables to match current specifications.
Section 5 Appendix 3	Updated ENWIN's Metering Requirements to match current specifications.
Section 5 Appendix 4	Updated ENWIN's Acceptable Line/Load Locations on Metering Cabinets figures to match current specifications.