



NIAGARA PENINSULA ENERGY INC.

Conditions of Service

**Draft Version as of November 29,
2024**

Version 17

SUMMARY OF CHANGES

Version	Description	Date
Draft Version	Initial Draft	August 11, 2008
Version 2	Update of section 2.3.7.5.1 – Service Changeover	August 24, 2009
Version 3	Update and edit of Dispute process	December 29, 2009
Version 4	Mass review and update relevant to the Cost of Service Application where rates are harmonized	October 18, 2010
Version 5	Update of Specific Service Charges Section 2.4.1.3	Feb 8, 2011
Version 6	Review and update of document to current	June 10, 2014
Version 7	Updated customer classifications	February 12, 2015
Version 8	Updated Disconnection Notification	June 2, 2015
Version 8	Updated Preface and Section 2.2.2	March 7, 2016
Version 9-10	Updated Payment Section 2.4.5.1	January 8, 2018
Version 11	Updated Payment Section 2.4.5.1	January 9, 2018
Version 12	Updated Sections 2.1.1, 2.1.2, 2.6.7, 3.1, 3.2 & 5.3 to clarify Standard Connection Allowance and Variable Connection Costs	May 1, 2019
Version 13	Preface: Removed Fax Number as method of contact due to privacy and security of customer information Section 1.3: Removed Green Energy Act as it was repealed January 1, 2019; Updated to include updates from Customer Service Rules: Section 2.2.2 Updates relative to disconnection to include details of timeline, business process as it relates to low income and delivery of 48-hour notice by phone. Section 2.4.5.1 Updated acceptable methods of payments. Equal Payment Plan Section 2.8 Service Changeovers - Opening and Closing of Accounts;	July 5, 2019 July 23, 2019
Version 14	Updated Customer Service Rules for Disconnection Notice and Deposit effective March 1, 2020	September 23, 2019
Version 15	Updated Section 1.2 – Definition of Distribution Service Area Updated Section 1.4 – Updated date of the current version of and the form of notice of proposed revisions Updated 2.1.2.3 – Form of expansion deposit revised to agree with DSC Updated 2.2 Disconnection Section Updated Section 2.3.5 – Niagara Peninsula Energy to determine appropriate meter for service Inserted Sections 2.3.5.4 & 2.3.5.5 to allow for the provision of Suite metering Updated 2.4.1.3 – Additional Service Charges Updated 2.4.3.2.4 Updated 2.4.3.2.4 Residential Customer Security Deposits Updated 2.4.3.2.5 General Service Customer Security Deposits Updated 2.4.3.2.5.1 Delinquent General Service Accounts Updated Preface Page – Contact Information	November 29, 2023

	<p>Updated Section 2.6.4 – clarifying that “one Call Locates” are performed by Niagara Peninsula Energy’s Locate Contractor</p> <p>Updated Section 2.6.6 – Revised Minimum tree clearances for customer owned lines to agree with clearance standard referenced on the Niagara Peninsula Energy’s website</p> <p>Updated Section 2.6.8 – Revised clearance requirements around electrical equipment to agree with clearance standard referenced on the Niagara Peninsula Energy’s website</p> <p>Updated Section 3.2 – General Service Limitations to clarify ambiguity around one service per property and no Customer owned equipment on Niagara Peninsula Energy’s owned poles</p> <p>Section 3.2.12 – Clarified charges for disconnects and reconnects requested to be performed outside of normal business hours and the need to enter into an operating agreement for operation of Primary Disconnect Devices</p> <p>Inserted Section 3.2.14.4 – Relating to the provision of Suite Metering</p> <p>Updated Section 3.2.15.5 – Revised to include provision of Suite Metering</p> <p>Updated 3.9 – Unmetered Connections</p> <p>Updated 3.9.1 – Unmetered Load Customer Rights & Obligations</p> <p>Updated 3.9.2 – Unmetered Load Connection</p> <p>Updated 3.9.2.1 – New Connection</p> <p>Updated 3.9.2.2 – Existing Connection</p> <p>Updated Table 5.2 Customer Dispute Resolution Procedure</p> <p>Table 5.4 – Replaced Obsolete Service Location Report Form with new Offer to Connect Form</p> <p>Definitions – Inserted definitions for Bulk Metering, Offer to Connect, Suite Metering, and Winter Ban</p>	
Version 16	Added Appendix 5.5 Distributor Specific Electric Vehicle Charging Connection Procedures (EVCCP) for Electric Vehicle Supply Equipment (EVSE) Connections	May 29, 2024
Version 17	<p>Updated Section 2.1.1 – Building That Lies Along - Clarified Connection Charges for the purpose of a connection (as opposed to an expansion)</p> <p>Updated Section 2.1.1.1 – Basic Connection Offers – Residential Services – Clarified Variable Connection Fee</p> <p>Updated Section 2.1.1.2 – Basic Connection Offers – General Service – Single Phase – Clarified Variable Connection Fee</p> <p>Updated Section 2.1.1.3 – Basic Connection Offers – General Service – Three Phase – Clarified Variable Connection Fee</p> <p>Updated Section 2.1.2 – Expansion/ Offer to Connect</p> <p>Updated Section 2.1.2.2 – Capital Contributions – Clarified connections requiring an expansion</p> <p>Updated Section 2.1.2.4 – Capital Contribution Sharing</p> <p>Updated Section 2.1.2.5 – Related Rebates</p> <p>Table 5.4 -Section 3. - Replaced Cost Estimate with Firm Offer and removed Page 5. Typical Design.</p>	November 29, 2024

PREFACE

The Conditions of Service document provides the details of the services offered by Niagara Peninsula Energy Inc. This document represents the current version of the Conditions of Service.

Any inquiries related to the details found within this document should be directed to:

Niagara Peninsula Energy Inc.
P.O. Box 120
7447 Pin Oak Dr.
Niagara Falls, Ontario
L2E 6S9

Phone (905) 356-2681
Toll Free: 1-877-270-3938

Normal Business (Telephone) Hours: 08:30 – 16:30
Monday to Friday (excluding holidays)
24 Hour Emergency number 1-877-270-3938 / (905) 356-2681
Internet Web Site: www.npei.ca
E-mail: info@npei.ca

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1 SECTION 1 – INTRODUCTION

1.1 Introduction

This document provides information regarding the services offered by Niagara Peninsula Energy Inc. and the conditions associated with the supply of electrical energy to its Customers.

These Conditions convey Niagara Peninsula Energy Inc. policies with respect to providing service within its distribution service territory.

1.2 Identification of Niagara Peninsula Energy Inc. and Territory

Niagara Peninsula Energy Inc., referred to herein as “Niagara Peninsula Energy,” is a corporation incorporated under the laws of the Province of Ontario.

Niagara Peninsula Energy is licensed by the Ontario Energy Board (“OEB”) to supply electricity to its Customers as described in the Distribution License issued to Niagara Peninsula Energy on December 31, 2007 by the OEB (“Distribution License”).

Additionally, there are requirements imposed on Niagara Peninsula Energy by the various codes referred to in the License and by the Electricity Act, 1998 and the Ontario Energy Board Act, 1998.

Niagara Peninsula Energy may only operate distribution facilities within its Licensed Territory as defined in its Distribution License. The area in which the licensee is authorized to distribute and sell electricity in accordance with paragraph 8.1 of its License is specified as:

1. The City of Niagara Falls as at January 1, 1980,

• Including the customers located at the following physical addresses:

- i. 3288 Montrose Road, Stevensville
- ii. 3362 Montrose Road, Stevensville
- iii. 3392 Montrose Road, Stevensville
- iv. 92 Warner Road, Niagara-on-the-Lake
- v. 176 Warner Road, Niagara-on-the-Lake
- vi. 196 Warner Road, Niagara-on-the-Lake
- vii. 206 Warner Road, Niagara-on-the-Lake
- viii. Ministry of Transportation Hut, Queen Elizabeth Way at Warner Road, Niagara-on-the-Lake

• Excluding the customers located at the following physical addresses:

- i. 8001 Daly Street, Niagara Falls
- ii. 7780 Stanley Avenue, Niagara Falls
- iii. 6225 Progress Street, Niagara Falls
- iv. 14761 Sodom Road, Niagara Falls
- v. 10005 Carl Road RR1, Port Robinson
- vi. 9885 Carl Road RR1, Port Robinson
- vii. 9850 Carl Road RR1, Port Robinson
- viii. 9815 Carl Road RR1, Port Robinson
- ix. 9778 Carl Road RR1, Port Robinson
- x. 9735 Carl Road RR1, Port Robinson
- xi. 9651 Carl Road RR1, Port Robinson
- xii. 9578 Carl Road RR1, Port Robinson
- xiii. 9477 Carl Road RR1, Port Robinson
- xiv. 6625 Willow Road, Port Robinson
- xv. 6541 Willow Road, Port Robinson
- xvi. 6409 Willow Road, Port Robinson
- xvii. 6113 Willow Road, Port Robinson
- xviii. 5981 Willow Road, Port Robinson
- xix. 3400 Newgate Road, Port Robinson
- xx. 10045 Schisler Road, Welland
- xxi. 9927 Schisler Road, Welland
- xxii. 9982 Young Road, Welland
- xxiii. 14785 Schauble Road, Welland
- xxiv. 7378 Durliat Road, Welland
- xxv. 2107 Ravine Road, Niagara Falls
- xxvi. 1800-1850 St. Paul Avenue, Niagara Falls
- xxvii. 1857 St. Paul Avenue, Niagara Falls
- xxviii. 1785 St. Paul Avenue, Niagara Falls
- xxix. 6490 Steele Road, Niagara Falls
- xxx. 6620 Steele Road, Niagara Falls
- xxxi. 20 Tanbark Road, Niagara Falls
- xxxii. 10138 Beaverdams Rd, Niagara Falls
- xxxiii. 10148 Beaverdams Rd, Niagara Falls
- xxxiv. 4366 Thorold Town Line, Niagara Falls
- xxxv. 4556 Thorold Town Line, Niagara Falls
- xxxvi. 4580 Thorold Town Line, Niagara Falls
- xxxvii. 4680 Thorold Town Line, Niagara Falls
- xxxviii. 4832 Thorold Town Line, Niagara Falls
- xxxix. 5872 Thorold Town Line, Niagara Falls
- xl. 6666 Thorold Town Line, Niagara Falls
- xli. 6848 Thorold Town Line, Niagara Falls
- xlii. 7972 Thorold Town Line, Niagara Falls
- xliii. 6200 Townline Rd, Niagara Falls

2. The Town of Lincoln as of December 31, 1990 as established in the *Regional Municipality of Niagara Act R.S.O 1990*

- Including the customer located at the following physical address:
 - i. 3705 Ninth Street, St. Catharines

- Excluding the customers located at the following physical addresses:

- i. 1969 North Service Road, Jordan Station
- ii. 2060 South Service Road, Jordan Station
- iii. 2084 South Service Road, Jordan Station
- iv. 2010 South Service Road, Jordan Station
- v. 1837 Pelham Road, Jordan
- vi. 4286 Walker Road, Beamsville
- vii. 4290 Walker Road, Beamsville
- viii. 5778 Valentino Road, Beamsville
- ix. 5699 Philp Road, Beamsville
- x. 3657 Fairbrother Road, Beamsville
- xi. 3481 Fifteen Road, St Anns
- xii. 3541 Regional Road 20, St Anns
- xiii. 3602 Regional Road 20, St Anns
- xiv. 2350 Victoria Avenue, St Anns
- xv. 3411 Chippawa Rd E, Fenwick
- xvi. 3422 Concession 1 Road, Fenwick
- xvii. 3409 Regional Road 20, Fenwick
- xviii. 3593 Regional Road 20, Fenwick
- xix. 3605 Regional Road 20, Fenwick
- xx. 3647 Regional Road 20, Fenwick
- xxi. 750 Victoria Avenue, Fenwick
- xxii. 798 Victoria Avenue, Fenwick
- xxiii. 844 Victoria Avenue, Fenwick
- xxiv. 918 Victoria Avenue, Fenwick
- xxv. 1594 Victoria Avenue, Fenwick
- xxvi. 1614 Victoria Avenue, Fenwick
- xxvii. 1616 Victoria Avenue, Fenwick
- xxviii. 1786 Victoria Avenue, Fenwick
- xxix. 1908 Victoria Avenue, Fenwick
- xxx. 1962 Victoria Avenue, Fenwick
- xxxi. 2072 Victoria Avenue, Fenwick
- xxxii. 4950 Canborough Road, Wellandport
- xxxiii. 5544 Canborough Road, Wellandport
- xxxiv. 522 Victoria Avenue, Wellandport

3. The Township of West Lincoln as of December 31, 1990 as established in the *Regional Municipality of Niagara Act R.S.O 1990*,

- Including the customers located at the following physical addresses:

- i. 325 Mud Street East, Grimsby
- ii. 355 Mud Street East, Grimsby
- iii. 363 Mud Street East, Grimsby
- iv. 377 Mud Street East, Grimsby
- v. 387 Mud Street East, Grimsby
- vi. 389 Mud Street East, Grimsby
- vii. 395 Mud Street East, Grimsby
- viii. 405 Mud Street East, Grimsby
- ix. 441 Mud Street East, Grimsby
- x. PT LT F, EAST GORE, North Grimsby, as in RO242779; PT 1, 30R-4658; GRIMSBY
- xi. PT LTS 1 & 2 CON 6, North Grimsby; PT LT F, EAST GORE, North Grimsby; PTS 1 & 2, 30R-5846; GRIMSBY
- xii. 5210 Westbrook Rd, Binbrook
- xiii. 6018 Westbrook Rd, Binbrook
- xiv. 6100 Westbrook Rd, Binbrook
- xv. 6380 Westbrook Rd, Binbrook
- xvi. 6440 Westbrook Rd, Binbrook
- xvii. 6530 Westbrook Rd, Binbrook
- xviii. 6584 Westbrook Rd, Binbrook
- xix. 6574 Westbrook Rd, Right, Binbrook
- xx. 86025 Caistor Gainsborough Townline, Wainfleet

• Excluding the customers located at the following physical addresses:

- i. 8886 Young Street, Smithville
- ii. 9540 Young Street, Smithville
- iii. 9652 Young Street, Smithville
- iv. 3075 South Grimsby Road 18, Smithville
- v. 8120 Mud Street, Grassie
- vi. 1231 Westbrook Road, Binbrook
- vii. 1239 Westbrook Road, Binbrook
- viii. 1251 Westbrook Road, Binbrook
- ix. 1377 Westbrook Road, Binbrook
- x. 1461 Westbrook Road, Binbrook
- xi. 1491 Westbrook Road, Binbrook
- xii. 1567 Westbrook Road, Binbrook
- xiii. 1685 Westbrook Road, Binbrook
- xiv. 9795 Goodale Road, Caistor Centre
- xv. 1307 Westbrook Road, Caistor Centre
- xvi. 1417 Westbrook Road, Caistor Centre
- xvii. 1525 Westbrook Road, Caistor Centre
- xviii. 1605 Westbrook Road, Caistor Centre
- xix. 1623 Westbrook Road, Caistor Centre
- xx. 1633 Westbrook Road, Caistor Centre
- xxi. 1645 Westbrook Road, Caistor Centre
- xxii. 1659 Westbrook Road, Caistor Centre
- xxiii. 1671 Westbrook Road, Caistor Centre

xxiv. 1793 Westbrook Road, Caistor Centre
xxv. 2331 Westbrook Road, Caistor Centre
xxvi. 2365 Westbrook Road, Caistor Centre
xxvii. 2875 Westbrook Road, Caistor Centre
xxviii. 3640 Regional Road 20, Smithville
xxix. 2369 Westbrook Road, Smithville
xxx. 2377 Westbrook Road, Smithville
xxxi. 2383 Westbrook Road, Smithville
xxxii. 2587 Westbrook Road, Smithville
xxxiii. 2651 Westbrook Road, Smithville
xxxiv. 2689 Westbrook Road, Smithville
xxxv. 2733 Westbrook Road, Smithville
xxxvi. 2737 Westbrook Road, Smithville
xxxvii. 2751 Westbrook Road, Smithville
xxxviii. 2755 Westbrook Road, Smithville
xxxix. 2767 Westbrook Road, Smithville
xl. 2777 Westbrook Road, Smithville
xli. 2809 Westbrook Road, Smithville
xlii. 2837 Westbrook Road, Smithville
xliii. 2843 Westbrook Road, Smithville
xliv. 2857 Westbrook Road, Smithville
xlv. 2867 Westbrook Road, Smithville

4. The former Village of Fonthill (in the Town of Pelham) as of December 31, 1969, prior to the amalgamation under the *Municipality of Niagara Act RSO 1980*. The location of the former Village of Fonthill is described as:

- Part Lots 1 & 2 Concession 7, Pelham Township
- Part Lots 1,2 & 3 Concession 8, Pelham Township
- Part Lot 167, Thorold Township
- Lot 168 Thorold, Township

- Excluding the customers located at the following physical addresses:
 - i. 159 Canboro Court, Fonthill
 - ii. 163 Canboro Road West, Fonthill
 - iii. 183 Canboro Road West, Fonthill
 - iv. 185 Canboro Road West, Fonthill
 - v. 187 Canboro Road West, Fonthill
 - vi. 193 Canboro Road West, Fonthill
 - vii. 1631 Haist Street, Fonthill
 - viii. 165 Canboro Road West, Ridgeville
 - ix. 169 Canboro Road West, Ridgeville
 - x. 173 Canboro Road West, Ridgeville
 - xi. 175 Canboro Road West, Ridgeville
 - xii. 179 Canboro Road West, Ridgeville
 - xiii. 181 Canboro Road West, Ridgeville

xiv. 189 Canboro Road West, Ridgeville

5. The customers located at the following physical addresses in the Town of Pelham:

- i. 2828 Beamer St, Pelham
- ii. 2899 Centre St, Pelham
- iii. 34 Cherry Ave, Pelham
- iv. 1 Haist Crt, Pelham
- v. 2 Haist Crt, Pelham
- vi. 3 Haist Crt, Pelham
- vii. 5 Haist Crt, Pelham
- viii. 7 Haist Crt, Pelham
- ix. 1328 Haist St, Pelham
- x. 1330 Haist St, Pelham
- xi. 1344 Haist St, Pelham
- xii. 1350 Haist St, Pelham
- xiii. 1352 Haist St, Pelham
- xiv. 1354 Haist St, Pelham
- xv. 1360 Haist St, Pelham
- xvi. 1364 Haist St, Pelham
- xvii. 1366 Haist St, Pelham
- xviii. 1368 Haist St, Pelham
- xix. 1370 Haist St, Pelham
- xx. 1372 Haist St, Pelham
- xxi. 1374 Haist St, Pelham
- xxii. 2695 Reg Rd 24, Pelham
- xxiii. 1A Shorthill Pl, Pelham
- xxiv. 920 Spring Creek Rd, Pelham
- xxv. 926 Spring Creek Rd, Pelham
- xxvi. 940 Spring Creek Rd, Pelham
- xxvii. 995 Spring Creek Rd, Pelham
- xxviii. 2525 Victoria Ave, Pelham
- xxix. 2701 Victoria Ave, Pelham
- xxx. Part of Lot 167, Part of Lots 17,18 and 19. Registered plan no. 717, Town of Pelham

6. The customers located at the following physical addresses in the City of Thorold:

- i. 1331 Pelham St, Thorold
- ii. 3 Hurricane Rd, Thorold
- iii. 5 Hurricane Rd, Thorold
- iv. 7 Hurricane Rd, Thorold
- v. 9 Hurricane Rd, Thorold
- vi. 11 Hurricane Rd, Thorold
- vii. 15 Hurricane Rd, Thorold
- viii. 17 Hurricane Rd, Thorold

- ix. 19 Hurricane Rd, Thorold
- x. 21 Hurricane Rd, Thorold
- xi. 23 Hurricane Rd, Thorold
- xii. 25 Hurricane Rd, Thorold
- xiii. 27 Hurricane Rd, Thorold
- xiv. 29 Hurricane Rd, Thorold
- xv. 31 Hurricane Rd, Thorold
- xvi. 33 Hurricane Rd, Thorold
- xvii. 35 Hurricane Rd, Thorold
- xviii. 37 Hurricane Rd, Thorold
- xix. 39 Hurricane Rd, Thorold
- xx. 41 Hurricane Rd, Thorold
- xxi. 43 Hurricane Rd, Thorold
- xxii. 47 Hurricane Rd, Thorold
- xxiii. 49 Hurricane Rd, Thorold
- xxiv. 51 Hurricane Rd, Thorold
- xxv. 55 Hurricane Rd, Thorold
- xxvi. 1333 Pelham St, Thorold
- xxvii. 1335 Pelham St, Thorold
- xxviii. 1613 Pelham St, Thorold
- xxix. 1615 Pelham St, Thorold
- xxx. 1617 Pelham St, Thorold
- xxxi. 1625 Pelham St, Thorold
- xxxii. 1629 Pelham St, Thorold
- xxxiii. 1555 Station St, Thorold
- xxxiv. 1005 Thorold Stone Rd, Thorold
- xxxv. 1040A Thorold Stone Rd, Thorold
- xxxvi. 3483 Thorold Townline Rd, Thorold
- xxxvii. 3557 Thorold Townline Rd, Thorold
- xxxviii. 3651 Thorold Townline Rd, Thorold
- xxxix. 1040 Thorold-Stone Rd, Thorold

Nothing contained in this Conditions of Service or in any contract for the supply of electricity by Niagara Peninsula Energy shall prejudice or affect any rights, privileges, or powers vested in Niagara Peninsula Energy by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations there under.

1.2.1 Distribution System Overview

Niagara Peninsula Energy distributes electrical power through 27.6kV, 13.8kV, 8.32kV and 4.16kV primary distribution systems. On the 27.6kV and 13.8kV systems, all feeders are arranged to run radial by maintaining open points between interconnections. These feeders supply distribution transformers either directly or through sub-distribution systems operating at 8.32kV and 4.16kV. There are presently three types of distribution design systems at Niagara Peninsula Energy's primary distribution voltage levels:

- Underground open loop
- Overhead open loop
- Overhead radial

The supply of electricity by Niagara Peninsula Energy to any Customer will be at one of the following primary voltage levels: 27.6kV, 13.8kV, 8.32kV, or 4.16kV depending on the proximity of the Customer's premises to the nearest distribution facility and the anticipated peak energy Demand.

1.3 Related Codes and Governing Laws

Niagara Peninsula Energy is limited in its scope of operations by the following related as well as any such codes and governing laws as provided within its license as regulated by the Ontario Energy Board.

- Energy Competition Act, 1998;
- Ontario Energy Board Act, 1998;
- Distribution License;
- Affiliate Relationships Code;
- Distribution System Code;
- Retail Settlements Code;
- Standard Supply Service Code;
- Ontario Electrical Safety Code;
- Ontario Business Corporations Act;
- Applicable Canadian Standards Association Codes;
- Federal Electricity and Gas Inspection Act;
- Ontario Public Service Works on Highways Act;
- Municipal By-Laws.
- Privacy Act

In the event of a conflict between this document and the Distribution License or regulatory codes issued by the OEB, or the Energy Competition Act, 1998 (the "Act"), the provisions of the Act, the Distribution License and associated regulatory codes shall prevail. If there is a conflict between a Connection Agreement with a Customer and this Conditions of Service, this Conditions of Service shall govern.

These related codes and governing laws outline rules, codes and mandatory practices Upon, which Niagara Peninsula Energy's operations are governed. The related codes and governing laws are not all-inclusive; other codes and laws may apply.

These Conditions of Service will be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with such laws, regulations and codes.

When planning and designing for electricity service, Customers and their agents must refer to all applicable provincial and Canadian electrical codes, and all other applicable federal, provincial, and municipal laws, regulations, codes and by-laws to also ensure compliance with their requirements. Without limiting to the foregoing, the work shall be conducted in accordance with the latest edition of the Ontario Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects and the harmonized Infrastructure Health and Safety Association (IHSA) guidelines.

Interpretations

In these Conditions, unless the context otherwise requires:

- Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of these Conditions;
- Words referring to the singular Include the plural and vice versa;
- Words referring to a gender Include any gender
- Reference to any document, Act, Code or By Law shall imply the latest version.

1.4 Amendments and Changes

These Conditions of Service will be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with such laws, regulations and Codes listed in Section 1.2.

The provisions of these Conditions of Service and any amendment thereto form part of any contract that is between Niagara Peninsula Energy and any Retailer, generator, connected Customer or their respective agent(s).

In the event of changes to these Conditions of Service, a public notice shall be made on Niagara Peninsula Energy's website and a note on the Customer's bill or eBill notification.

The Customer is responsible for contacting Niagara Peninsula Energy to ensure that the Customer has the current version of the Conditions of Service, or to obtain a current version. Niagara Peninsula Energy may charge a reasonable fee for providing the Customer with multiple copies of this document.

This Conditions of Service document dated as of its Inception in January 1, 2008, supersedes all previous Conditions of Service, oral or written, of Niagara Peninsula Energy or its predecessor municipal electric utility. The current version of this document is dated November 29, 2024 and will be implemented January 1, 2025

1.5 Contact Information

Niagara Peninsula Energy Inc.
P.O. Box 120
7447 Pin Oak Dr.
Niagara Falls, Ontario
L2E 6S9

Phone: (905) 356-2681
Toll Free: 1-877-270-3938

E-mail: info@npei.ca
Internet Web Site: www.npei.ca

Normal Business (Telephone) Hours: 8:30 AM to 4:30 PM
Monday to Friday (excluding holidays)
In-person office visits are not available
24 Hour Emergency number 1-877-270-3938 / (905) 356-2681

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1.6 Customer Rights

Niagara Peninsula Energy shall only be liable to a Customer, and a Customer shall only be liable to Niagara Peninsula Energy, for any damages that arise directly out of the willful misconduct or negligence of:

- Niagara Peninsula Energy in providing distribution services to the Customer;
- The Customer in being connected to Niagara Peninsula Energy's distribution System; or
- Niagara Peninsula Energy or the Customer in meeting their respective obligations under these Conditions of Service, their licenses and any other applicable laws.

Notwithstanding the above, Niagara Peninsula Energy shall not be liable under any circumstances, whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of good will 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.

A Customer has the right to receive distribution-related services delivered in accordance with standards established by the Ontario Energy Board and the Municipalities of the City of Niagara Falls, Town of Lincoln, Township of West Lincoln, and the Town of Pelham.

Customers experiencing outages or other disturbances will be advised, upon request, of the cause of the outages.

A Customer has the right to access current meter and price data, and to interrogate their meter or to assign this right to others, in accordance with any relevant technical specifications and codes.

A Customer has the right to receive historical Customer-specific usage, meter and payment data as defined in the *Retail Settlement Code*.

1.7 Distributor Rights

This section outlines the rights that Niagara Peninsula Energy has with respect to a Customer or embedded generator/Niagara Peninsula Energy that are not covered elsewhere in this document.

In accordance with section 40 of the Electricity Act, 1998, the Customer shall authorize Niagara Peninsula Energy to have access to the premises at all reasonable times to perform the following tasks:

- Read meters,
- Inspect, repair, maintain, or remove Niagara Peninsula Energy meters, wires or equipment,
- Perform switching operations or interrupt the Customer's supply to maintain or improve the supply system or to provide new or upgraded services to other Customers.

If access to the premises are unsafe or not available, it will be requested that the meter is re-located at the customers' expense using a qualified electrician/contractor.

1.7.1 Safety of Equipment

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to insuring that equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion.

If the Customer does not take such action within a reasonable time, Niagara Peninsula Energy may disconnect the supply of power to the Customer.

The Customer shall not build plant or maintain any structure, tree; shrub or landscaping that would or could obstruct the running of distribution lines, or interfere with the proper and safe operation of Niagara Peninsula Energy's facilities or adversely affect compliance with any applicable legislation in the sole opinion of Niagara Peninsula Energy.

The Customer shall not use or interfere with the facilities of Niagara Peninsula Energy except in accordance with a written agreement with Niagara Peninsula Energy. Any unauthorized installation that interferes with the operation of Niagara Peninsula Energy's equipment shall be removed at the customer's expense.

The Customer must also grant Niagara Peninsula Energy the right to seal any point where a connection may be made on the line side of the metering equipment.

1.7.2 Operating Control

The Customer will provide a convenient and safe place, satisfactory to Niagara Peninsula Energy, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. Niagara Peninsula Energy assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any persons over whom Niagara Peninsula Energy has no control.

Unless an employee or an agent of Niagara Peninsula Energy, or other person lawfully entitled to do so, no person shall remove, replace, alter, repair, inspect or tamper with Niagara Peninsula Energy's equipment.

Customers will be required to pay the cost of repairs or replacement of Niagara Peninsula Energy's equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

Niagara Peninsula Energy requires outside access to its equipment. The Customer shall provide keys and/or an area for mounting a key box at the request of Niagara Peninsula Energy.

1.7.3 Repairs of Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of Niagara Peninsula Energy's distribution system. If the Customer does not take such action within a reasonable time, Niagara Peninsula Energy may disconnect the supply of power to the Customer. Niagara Peninsula Energy's policies and procedures with respect to the disconnection process are further described in these Conditions.

1.7.4 Repairs of Customer's Physical Structures

The Ownership demarcation point defines ownership of Customer supplied facilities. This point distinguishes the change of Ownership and responsibility between Niagara Peninsula Energy electrical distribution assets and Customer owned electrical distribution assets. Construction and maintenance of all civil works on private property owned by the Customer, including such plant as poles, anchors, transformer vaults, transformer rooms, transformer pads, cable chambers, and cable pull rooms and underground conduit, will be the responsibility of the Customer. All civil work on private property must be inspected and accepted by Niagara Peninsula Energy and the Electrical Safety Authority where applicable.

The Customer is responsible for the maintenance and safe keeping conditions satisfactory to Niagara Peninsula Energy of its structural and mechanical facilities located on private property meeting the requirements of any applicable codes and regulations.

1.8 Dispute Resolution

Any disputes between Customers, Retailers or embedded retail generators and Niagara Peninsula Energy concerning the implementation of Niagara Peninsula Energy's responsibilities under its distribution license, for reasons other than termination of the Customer's Connection Agreement or disconnection of the Customer from Niagara Peninsula Energy's distribution system, which are not disputable, will be settled according to the following dispute resolution process.

- a) The Customer should endeavor to resolve the dispute through discussion with one of Niagara Peninsula Energy's Customer Service Representatives who will investigate the issue.
- b) If the Customer Service Representative cannot resolve the dispute to the satisfaction of the Customer, the dispute will be forwarded to the appropriate Niagara Peninsula Energy Supervisor or Manager who will attempt to resolve the dispute informally through good-faith negotiations.
- c) Once the dispute has been resolved, the Customer may, upon request, receive a documented version of the actions taken by Niagara Peninsula Energy in order to resolve the dispute. The Customer may also request a copy of the code, policy or other document that affected the outcome of the dispute.
- d) In the event that the issue cannot be resolved between Niagara Peninsula Energy and the Customer, complaints can be escalated to the Ontario Energy Board.

Disputes concerning the settlement amount billed or owed to/by Niagara Peninsula Energy to a Customer, Retailer or an Embedded Retail Generator/Niagara Peninsula Energy do not relieve either party from their obligation to make payment in full at the time payment is due. Any deviations between the amount paid at the time due and the amount determined through the dispute resolution process shall be subject to payment of interest. Please see Table 5.1 and Table 5.2 in the Appendices for pictorial view of the dispute resolution process.

2 SECTION 2 – DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under the terms of the Distribution System Code, Niagara Peninsula Energy is required to make an “offer to connect” when requested to construct new distribution system facilities or increase the capacity of existing distribution facilities for new Customers or development (i.e. System “Expansion”).

The Customer or their representative shall consult early with Niagara Peninsula Energy concerning new or upgrade service details such as;

- Nature of connection (i.e. load or generation)
- Anticipated required in service date.
- The availability of supply.
- Service entrance capacity and voltage rating of the service entrance equipment.
- Electrical Demand of the service including details of heating equipment, air conditioning and electrical equipment / appliances that Demand a high consumption of electrical energy.
- Estimated maximum seasonal Demands and anticipated future electrical load increases.
- Site drawings indicating the proposed service entrance location.
- Electrical schematic drawings indicating the proposed electrical service characteristics.
- Proposed future building expansion capabilities and associated increase in electrical Demand.
- Any other details listed in Section 3 specific to that Customer Class.

These requirements are separate from and in addition to those of the Electrical Safety Authority. Niagara Peninsula Energy will confirm, in writing, the characteristics of the electric supply. The Customer is required to provide Niagara Peninsula Energy with sufficient lead-time in order to ensure:

- (a) The timely provision of supply to new and upgraded premises.
- (b) The availability of adequate capacity for additional loads to be connected.
- (c) The required documentation is completed by Niagara Peninsula Energy for each proposed meter installation and/or upgraded service.
- (d) All Niagara Peninsula Energy service conditions are met.

Niagara Peninsula Energy will make every reasonable effort to comply with the service connection requirements outlined in the OEB Distribution Supply Code.

Connections or disconnections of Niagara Peninsula Energy supply services shall not be performed by anyone other than Niagara Peninsula Energy staff or agents, except by special authorization from Niagara Peninsula Energy.

Any service, which requires a disconnection for the purpose of repairs, panel change or relocation, shall be initiated with a request for an Offer to Connect.

An Offer to Connect will be completed stating the reason for the disconnection and any necessary changes or modifications required to be performed to the service. All disconnected services require a connection authorization by The Electrical Safety Authority before reconnection.

All low voltage services <750 volts shall be connected within 5 working days subject to all Niagara Peninsula Energy servicing conditions being met.

All high voltage services >750 volts shall be connected within 10 working days subject to all Niagara Peninsula Energy servicing conditions being met.

All new Customers or existing Customers relocating to a new service address in Niagara Peninsula Energy service area must enter into an Application for Service Agreement in the form provided by Niagara Peninsula Energy. The Service Agreement, also referred to as Connection Agreement, when signed, forms a binding contract between the Customer and Niagara Peninsula Energy, and will be evidence of the fact that Niagara Peninsula Energy and the Customer have accepted and mutually agreed to the terms of the Conditions of Service. The Connection Agreement can be completed online at www.npei.ca/forms/forms-and-information. New Service can be established verbally if the customer reaffirms that “As a Condition of Service, the undersigned, (herein called the Customer) agrees to accept responsibility for payment of bills issued by Niagara Peninsula Energy Inc. (herein called the Corporation) for the use of electricity, including late payment charges, and any applicable taxes. The Customer and the Corporation agree to abide by the ‘Terms and Conditions of Customer Connection Agreement’ (to be provided to the customer.)” If a Customer Agreement is received verbally, a recorded copy of the affirmation will be retained for 24 months.

2.1.1 Building That Lies Along

For the purposes of these Conditions of Service, “lies along,” means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where Niagara Peninsula Energy has distribution facilities of the appropriate voltage and capacity.

As provided in Section 28 of the Electricity Act 1998, Niagara Peninsula Energy has the obligation to connect any building that “lies along” its distribution system. A building “lies along” a distribution line if it can be connected to Niagara Peninsula Energy’s distribution system without an expansion or enhancement, and meets the conditions

listed in the Conditions of Service of Niagara Peninsula Energy who owns or operates the distribution line.

Service connections, except for the Standard Connection Allowance for services are provided at the Customer's cost. A Standard Connection Allowance consists of up to 30 meters of overhead secondary (1/0) and associated overhead transformation and meter for a 200 Amp service. This includes the supply and installation of a crossing pole on the road allowance if required. NPEI provides this standard connection or equivalent value at no charge to all Customers.

Connection Charges

Niagara Peninsula Energy shall recover costs associated with the installation of Customer service connections, by Customer Class, via a Basic Connection Fee and a Variable Connection Fee, as applicable.

The Basic Connection Fee and Variable Connection Fee are determined for each Customer Class as indicated in Table 5.3 of these Conditions. The Basic Connection Fee is recovered through distribution rates.

Variable Connection Fees are determined on an individual basis. The Basic Connection Fee associated with the Standard Connection Allowance and the Variable Connection Fee will be included in the firm Offer to Connect.

For the purposes of a connection (as opposed to an expansion) the Offer to Connect will be based on a firm cost, and not subject to true up. Upon acceptance by the Customer of the Offer to Connect, NPEI shall require pre-payment of the connection charge, if any, prior to the connection work being scheduled by NPEI. If the Customer cancels the connection process prior to completion of the connection, NPEI will return the full payment of the Variable Connection Fee, less any amounts owing for work undertaken by NPEI.

Note: Offer to Connect documents are valid for six (6) months from date of issue after which they need to be re-issued with revised costing prior to execution.

2.1.1.1 Basic Connection Offers – Residential Services

i) Standard Connection Allowance – equivalent value of labour and material to install up to 30 meters of overhead secondary 1/0 triplex and associated overhead transformation and meter for a 200 Amp service. This includes the supply and installation of a crossing pole on the road allowance if required.

ii) Variable Connection Fee – Any requirements for connection above the Standard Connection Allowance shall be subject to a variable connection fee, calculated as the cost associated with the installation above and beyond the Standard Connection

Allowance. NPEI will recover this amount from a Customer through a connection charge or equivalent payment, known as a Variable Connection Fee.

2.1.1.2 Basic Connection Offers – General Service – Single Phase

i) Standard Connection Allowance – equivalent value of labour and material to install up to 30 meters of overhead secondary 1/0 triplex and associated overhead transformation and meter for a 200 Amp service. This includes the supply and installation of a crossing pole on the road allowance if required.

ii) Variable Connection Fee – Any requirements for connection above the Standard Connection Allowance shall be subject to a variable connection fee, calculated as the cost associated with the installation above and beyond the Standard Connection Allowance. NPEI will recover this amount from a Customer through a connection charge or equivalent payment, known as a Variable Connection Fee.

2.1.1.3 Basic Connection Offers – General Service – Three Phase

i) Standard Connection Allowance – equivalent value of labour and material to install up to 30 meters of overhead secondary 1/0 quadraplex and associated overhead transformation and meter for a 200 Amp service. This includes the supply and installation of a crossing pole on the road allowance if required.

ii) Variable Connection Fee – Any requirements for connection above the Standard Connection Allowance shall be subject to a variable connection fee, calculated as the cost associated with the installation above and beyond the Standard Connection Allowance. NPEI will recover this amount from a Customer through a connection charge or equivalent payment, known as a Variable Connection Fee.

2.1.2 Expansions / Offer to Connect

An expansion is required when:

- i. building a new line to serve the connecting Customer;
- ii. rebuilding a single-phase line to three-phase to serve the connecting Customer;
- iii. rebuilding an existing line with a larger size conductor to serve the connecting Customer;
- iv. replacing a transformer to a larger MVA size;
- v. converting a lower voltage line to operate at higher voltage;
- vi. upgrading a voltage regulating transformer or station to a larger MVA size; and/or

vii. adding or upgrading capacitor banks to accommodate the connection of the connecting Customer.

Where an expansion is required, the entire development will be treated as an expansion and, consequently, the Customer will not be eligible for a Basic Connection, Standard Connection Allowance as detailed in Section 2.1.1.

NPEI will perform an economic evaluation for every expansion project. For Customers other than Embedded Generators, the economic evaluation will be based on NPEI's estimate of the Customer's monthly consumption. In deriving this estimate NPEI will consider loading information provided by the Customer or reasonably determined parameters based on the project or development. Where the load and/or Customer requirements are unknown or cannot be estimated, loading based on development parameters and available historical information will be used in the economic evaluation of the project.

The amount that NPEI charges a Customer for the expansion, other than an Embedded Distributor or Embedded Generator, will include the calculated difference in present value between the projected capital and ongoing operating expenses and the projected revenue for distribution services due to the expansion along with other expenses permitted under the DSC. If after calculating the economic evaluation of the project the Net Present Value ("NPV") of the costs and revenues associated with the expansion is less than zero (i.e., negative), a capital contribution by the Customer in the amount of the shortfall shall be required. The methodology for conducting this economic evaluation is consistent with Appendix B of the Distribution System Code.

If an expansion of the distribution system is required to facilitate connection, Niagara Peninsula Energy will perform an economic evaluation in accordance with the guidelines set out in the Distribution System Code. These guidelines establish the terms under which a capital contribution may be required from the Customer.

Niagara Peninsula Energy will complete the expansion estimate, conduct the economic evaluation and issue the first Offer to Connect at no expense to the Customer.

The Offer to Connect must be fair and reasonable and be based on Niagara Peninsula Energy design standards. For expansions, the Offer to Connect, economic evaluation and capital contribution, if any, will be based on an estimate and not a firm offer.

The Offer to Connect will be made within a reasonable time from the request for connection. Niagara Peninsula Energy's Offer to Connect will include, without limitations, the following components, as applicable:

- A description of the material and labour required by Niagara Peninsula Energy to build the system expansion necessary to connect the Customer.
- An estimate of the amount that will be charged to the Customer in order to construct the required distribution system expansion.

- A description and estimate of the connection charges that would apply to the offer to connect.
- The final payment will reflect actual costs incurred.
- Whether the offer includes work, for which the Customer may obtain an alternative bid, and, if so, the process by which the Customer may obtain the alternative bid.
- Reference to the Conditions of Service and information on how the person requesting the connection may obtain a copy.
- Requirement for any Capital Contribution.
- Requirements for any Expansion Deposit

Refer to Table 5.3 for a summary of demarcation points and charges for connections and disconnection for Niagara Peninsula Energy Customer classes.

Note: Offer to Connect documents are valid for six (6) months from date of issue after which they need to be re-issued with revised costing prior to execution.

2.1.2.1 Alternative Bid

When the Offer to Connect identifies a capital contribution requirement from the Customer, the Customer may be eligible to acquire alternative bids for parts of the system expansion identified within the offer to connect. Specifically, construction activities that do not involve interaction with the existing utility owned distribution system (i.e. green space development) are eligible for alternative bids.

Where the offer to connect meets the eligible conditions identified in the Distribution System Code, Niagara Peninsula Energy will inform the Customer that they may obtain other bids from contractors and consultants pre-qualified by Niagara Peninsula Energy for the eligible work.

If the Customer chooses to pursue an alternative bid and elects to obtain the services of an alternative pre-qualified contractor for an eligible aspect of the expansion project, the Customer shall:

- Select, hire and pay the contractor's costs for the work and assume full responsibility for the construction of that aspect of the expansion project.
- Administer the contract for that aspect of the expansion work, including but not limited to, all permits, notifications, permissions, inspections and all other activities required to assure worker and public safety and technical conformance to the approved job specifications.

If a Customer chooses to pursue an alternative bid, Niagara Peninsula Energy may charge any costs associated with the expansion project, including but not limited to the following:

- Costs for additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original Offer to Connect
- Costs for inspection, testing or approval of the work performed by the contractor hired by the Customer.

2.1.2.2 Capital Contributions

For connections requiring an expansion, Niagara Peninsula Energy performs an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-going maintenance costs of the expansion project (refer to Appendix B within the Distribution System Code). Any shortfall identified represents the capital contribution required from the Customer.

At the discretion of Niagara Peninsula Energy, the capital costs for the expansion will include the incremental upstream costs associated with the use of Niagara Peninsula Energy's existing facilities or equipment, which may result in an adverse impact on existing supply capacity and affect future Customers.

2.1.2.3 Expansion Deposit

To save Niagara Peninsula Energy harmless as a result of Niagara Peninsula Energy investment in system expansion based on future estimated revenue recovery, the Customer shall enter into an Agreement and provide an expansion deposit to cover for the full cost of the system expansion. The expansion deposit shall be in the form of cash, letter of credit from a bank as defined in the Bank Act, or surety bond. The Customer may select the form of the expansion deposit. This expansion deposit is in addition to any other charges or deposits that may be required by Niagara Peninsula Energy and is to be provided prior to constructing the system expansion.

Niagara Peninsula Energy will refund all or a portion of the amount of the expansion deposit equal to the capital obligation of the utility based on the forecast Customer revenue, in a reasonable timely manner as specified in the Agreement.

Developers will be required to enter into an Offer to Connect Agreement.

This agreement will specify the securities to be posted and any necessary deposits.

2.1.2.4 Capital Contribution Sharing

As per the Distribution System Code, un-forecasted Customers that connect to the distribution system, during the connection horizon as defined in Appendix B of the DSC will benefit from the earlier expansion and should contribute their share. The DSC

directs that the Distributor should collect from these un-forecasted Customers an amount equal to the apportioned benefit that they receive, with the benefit determined by considering factors such as 'relative name-plate rated capacity', 'relative non-coincident peak demand', and 'line-length'.

2.1.2.5 Related Rebates

In the event that a Customer is added to an eligible expansion project that was constructed and/or paid for by another Customer, NPEI will perform an economic analysis as per Appendix B of the Distribution System Code. Depending on the outcome of the evaluation performed, these Customers may be required to provide a capital contribution if the present value of the projected revenue is less than the present value of the projected costs (which includes the apportioned costs as per above). Where the overall economic evaluation determines that there is a deficiency, the unforeseen Customers will be required to provide a capital contribution to offset this deficiency. In such an event, NPEI will collect the appropriate share from the un-forecasted Customer and pay to the initial contributor a rebate.

Expansions are eligible for reconciliation for un-forecasted Customers, refer to Appendix B of the DSC for the connection horizon, after the first connection to the expanded distribution facilities.

2.1.3 Connection Denial

Niagara Peninsula Energy is not obligated to connect a service within its distribution territory where the connection would result in one of the following:

- (a) Contravention of existing laws of Canada or Ontario,
- (b) Violations of Conditions in Niagara Peninsula Energy's License,
- (c) Adverse effect on the reliability and safety of the distribution system,
- (d) Imposition of an unsafe work situation beyond the normal risks inherent in the operation of the distribution system,
- (e) The Electrical Safety Authority has not issued an Authorization for Connection, where applicable,
- (f) A material decrease in the efficiency of the distribution system,
- (g) A material adverse effect on the quality of distribution services received by an existing connection,
- (h) Any other conditions identified in this document if the Person or Applicant requesting the connection owes Niagara Peninsula Energy money for distribution services, or for non-payment of a security deposit,

- (i) Use of the distribution system for a purpose that it does not serve and that Niagara Peninsula Energy does not intend to serve,

If the electrical service does not meet Niagara Peninsula Energy's design requirements,

- (j) Discriminatory access to distribution services to other customers,
- (k) A New Connection Agreement has not been completed.

If connection is denied, Niagara Peninsula Energy will inform the Customer of the reason(s) for denial and, where Niagara Peninsula Energy is able to provide a remedy, make an offer to connect. If Niagara Peninsula Energy 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.

If, in the opinion of Niagara Peninsula Energy, unsafe conditions exist on a Customer's property, Niagara Peninsula Energy may make application to the Electrical Safety Authority to inspect the conditions.

2.1.4 Inspections Before Connections

All Customer-owned, new, altered, enlarged or repaired electrical installations shall be in accordance with the Ontario Electrical Safety Code, latest edition. Applicable laws prohibit Niagara Peninsula Energy from energizing installations that have not been approved for connection by the Electrical Safety Authority.

Services, which have been disconnected for six months or longer, must be re-inspected and approved by the Electrical Safety Authority prior to reconnection.

Prior to energization, a field inspection by Niagara Peninsula Energy may be necessary.

If deficiencies are noted, Niagara Peninsula Energy will perform a second inspection at its expense to ensure corrections have been completed. Any subsequent costs incurred by Niagara Peninsula Energy due to continuing deficiencies will be at the Customer's expense.

Metering installations shall be inspected and approved by Niagara Peninsula Energy prior to energization.

Duct banks shall be inspected and approved by Niagara Peninsula Energy prior to the pouring of concrete and again before backfilling.

Customer owned substations must be inspected and approved by both the Electrical Safety Authority and Niagara Peninsula Energy prior to energization.

Developer design and installed projects such as row housing, condominiums and subdivisions shall be subject to Niagara Peninsula Energy inspection and approval prior to energization of the primary distribution system.

2.1.5 Relocation of Plant

When requested to relocate distribution plant, Niagara Peninsula Energy will exercise its rights and discharge its obligations in accordance with existing acts, by-laws and regulations including the Public Service Works on Highways Act, formal agreements, easements and law. In the absence of existing agreements, Niagara Peninsula Energy is not obligated to relocate the plant.

However, Niagara Peninsula Energy shall resolve the issue in a fair and reasonable manner. Resolution in a fair and reasonable manner will include a response to the requesting party that explains the feasibility of the relocation and a fair and reasonable charge for relocation based on cost recovery principles.

In the course of maintaining and enhancing Niagara Peninsula Energy owned distribution plant, Niagara Peninsula Energy may need to relocate distribution plant that it owns. Costs associated with such relocation(s) shall be borne by Niagara Peninsula Energy within normal working hours. All costs incurred for customer requested maintenance or construction activities outside of normal working hours shall be paid by the customer.

2.1.6 Easements

To maintain the reliability, integrity and efficiency of the distribution system, Niagara Peninsula Energy has the right to have supply facilities on private property and to have easements registered against title to the property. Easements are required where facilities serve properties other than that property where the facilities are located and/or where Niagara Peninsula Energy deems it necessary.

If a new service request from a Customer requires an easement on that property to be established, the Customer shall grant at no cost to Niagara Peninsula Energy, an easement to permit the installation and maintenance of Niagara Peninsula Energy facilities. All costs pertaining to the creation of the easement including surveying, reference plans, registration costs and Niagara Peninsula Energy legal fees shall be borne by the Customer. The Customer shall contact Niagara Peninsula Energy to obtain the standard easement agreement form as a template for creating a draft of the easement agreement. The reference plan and draft reference plan shall be forwarded to Niagara Peninsula Energy for review. Upon accepting the format of the draft easement agreement and reference plan, the Customer will sign and forward three copies of the easement agreement and reference plan for execution and registration.

Where existing Niagara Peninsula Energy facilities located on private property of an existing Customer are used to service adjacent properties Niagara Peninsula Energy may wish to pursue an easement. In this case, Niagara Peninsula Energy will request in writing that the Customer in writing grant an easement. Niagara Peninsula Energy will arrange for a draft reference plan and easement agreement to be forwarded to the Customer for their review and approval. Niagara Peninsula Energy will pay for the reference plan and easement document preparation, registration and any legal costs associated with the review of the review of the reference plan and proposed easement. Niagara Peninsula Energy will register on title the easement documents upon receipt of the signed easement documents.

2.1.7 Applicable Contracts contributing to Distribution Activities

The following agreements represent those contractual arrangements to be put into place for the purpose of carrying out distribution activities. This is not an inclusive listing.

- Unregistered and registered Easement (s)
- Application for Service Agreement
- Offer to Connect
- Customer Operating Agreement / Connection Agreement
- Offer to Connect Agreement For Residential Subdivision or Condominium Development
- Embedded Generation Agreement

2.2 Disconnection

Niagara Peninsula Energy shall not be liable for damage or claim arising as a result of disconnection of service.

2.2.1 Reason for Disconnection

Niagara Peninsula Energy reserves the right to disconnect a Customer's service if continuance of the connection would result in one of the following:

- (a) Adverse effect on the reliability and safety of the distribution system;
- (b) Contravention of the laws of Canada or the Province of Ontario;

- (c) Overdue amounts payable to Niagara Peninsula Energy, including the non-payment of requested security deposit, as permitted by applicable legislation;
- (d) Electrical disturbance propagation caused by Customer equipment that are not corrected in a timely fashion;
- (e) Imposition of an unsafe work situation beyond the normal risks inherent in the operation of the distribution system;
- (f) A material decrease in the efficiency of the distribution system;
- (g) A material adverse effect on the quality of distribution services received by an existing connection;
- (h) Inability of Niagara Peninsula Energy to perform planned inspections and maintenance of its distribution equipment, including meter changes;
- (i) A stop work order under the Building Code Act (“Ontario”);
- (j) Direct hazard to the public;
- (k) Non-compliance with Niagara Peninsula Energy’s technical requirements;
- (l) Failure to comply with a term of any agreement made between the Customer and Niagara Peninsula Energy including but not limited to a Connection Agreement or a Capital Cost Recovery Agreement;
- (m) Vacant property with usage without named responsible party, and absence of a connection agreement or legal documentation outlining the responsible party. Notification of 10 business days will be made by letter prior to disconnection;
- (n) Any other conditions identified in this document.

Upon request, Niagara Peninsula Energy will disconnect and reconnect its supply so that the Customer can perform maintenance or make improvements on their equipment. Niagara Peninsula Energy will provide this service once annually during regular working hours at no cost to the customer.

When the Customer requests the disconnection/reconnection to occur outside normal business hours, the Customer will incur all applicable charges. Notification to customers for a scheduled outage due to maintenance will be made in person to the service premise by delivered letter, telephone, electronic mail (email) or SMS text.

2.2.2 Disconnection of Electricity Due to Arrears

Where a Customer’s account is in arrears Niagara Peninsula Energy will make reasonable efforts to establish direct contact with the Consumer, by telephone, mail/electronic mail (email) or SMS text. An Arrears Payment Plan will be made available to residential and small commercial customers who qualify and are unable to pay their electricity bill.

Effective March 1, 2020, Niagara Peninsula Energy will issue a 7 calendar day Account Overdue Notice, 5 calendar days after the due date on the Customer's bill where an acceptable payment has not been received. Unless an acceptable payment has been received or payment arrangements have been made, a 14 Calendar Day Important Notice of Disconnection will be mailed to the customer that contains the following information:

- a) the date on which the disconnection notice was printed;
- b) the earliest and latest dates on which disconnection may occur, in accordance with sections 4.2.3 and 4.2.2.3 of the Distribution System Code;
- c) the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
- d) the amount of any approved service charge(s) that may apply to reconnect service following disconnection, and the circumstances in which each of these charges is payable;
- e) the forms of payment that the customer may use to pay all amounts that are identified as overdue in the disconnection notice, which must at least include payment by credit card issued by a financial institution as described in section 4.2.5 of the Distribution System Code and any other method of payment that Niagara Peninsula Energy ordinarily accepts and which can be verified within the time period remaining before disconnection;
- f) the time period during which any given form of payment listed under paragraph (e) will be accepted by the distributor;
- g) that, in order to avoid disconnection Niagara Peninsula Energy attends at the customer's property to execute the disconnection, a customer will only be able to pay by credit card issued by a financial institution, unless the distributor, in its discretion, will accept other forms of payment at that time and sets out the other forms of payment in the disconnection notice;
- h) that a disconnection may take place whether or not the customer is at the premises;
- i) that the disconnection may occur without attendance at the customer's premises (provided, however, that this information need not be included if the distributor does not in fact disconnect service without attendance at the customer's premises);
- j) that a Vital Services By-Law may exist in the customer's community and that the customer should contact their local municipality for more information (provided,

however, that this information need not be included if in fact such a by-law does not exist);

- k) that a Board-prescribed standard arrears payment agreement and equal monthly payment plan option may be available to all residential customers, along with contact information for the distributor where the customer can obtain further information;
- l) that the following additional assistance may be available to an eligible low-income customer, along with contact information for Niagara Peninsula Energy where the customer can obtain further information about the additional assistance:
 - i. Board-prescribed arrears payment agreement, and other expanded customer service provisions, specifically for eligible low-income customers; and
 - ii. Emergency Financial Assistance;
 - 1. that the distributor may install a load control device at the customer's premises in lieu of disconnection (provided, however, that this information need not be included if the distributor does not in fact make use of load control devices); and
 - 2. any additional option(s) that the distributor chooses, in its discretion, to offer to the customer to avoid disconnection and the deadline for the customer to avail himself or herself of such option(s).

This Important Notice of Disconnection shall be deemed to have been received by the customer on the fifth calendar day after the date on which the notice was printed.

Where any resident at a customer's home faces a significant health risk (as documented by a physician's note/letter) a 60-day notice period will be provided prior to disconnection. The notification from the physician must provide the applicable period of time for which the condition will exist. In addition, the notification must provide confirmation that the named individual on the letter resides at the service address. It is a requirement that the customer must renew all physicians' notifications every 24 months from the initial receipt to be valid. If renewal notification is not received, collection activity will resume providing the 14 Calendar Day Important Notice of Disconnection.

An eligible low-income customer is encouraged to contact the Niagara Peninsula Energy office to inquire on available programs, special rules and policies relative to low-income status. "Eligible low-income customer" means:

A residential electricity consumer who has been approved by the CSP for the OESP; or

A residential electricity consumer who has been approved by a LEAP Intake Agency for Emergency Financial Assistance.

Residential customers cannot be disconnected during the Winter Disconnection Ban: November 15 to April 30, or dates as referenced in applicable legislation.

Prior to sending an Important Notice of Disconnection to a residential customer, any security deposit held must first be applied against any amounts owing at that time. If payment or payment arrangements have not been made, an automated 48-hour call out will be sent to the customer's phone number on file. It is important for the customer to keep Niagara Peninsula Energy updated with a current phone number for contact purposes.

Where Niagara Peninsula Energy issues an Important Notice of Disconnection for non-payment in respect to the disconnection of a multi-unit, master-metered building, a copy of the notice will be posted in a conspicuous place on or in the building promptly after issuance of the notice.

Niagara Peninsula Energy will suspend any disconnection action for a period of 21 days from the date of notification by a LEAP Intake Agency that is assessing a residential customer for the purpose of determining whether the customer is eligible to receive such assistance, or where a residential customer had requested prior to the issuance of the Important Notice of Disconnection that Niagara Peninsula Energy provide a copy of any disconnection notice to a third party, provided such notification is made within 14 days from the date on which the Important Notice of Disconnection is received by the customer.

Payments, confirmation of payment, or approved payment arrangements, must be received by Niagara Peninsula Energy by 08:30 AM on or before the scheduled disconnect date. Failure to do so may result in disconnection of electric service for non-payment.

Disconnection can take place regardless of whether the customer is at the service premise.

2.2.3 Reconnection of Electrical Service

Where the Customer's service has been disconnected for a condition listed in Item 2.2.1 above, reconnection will only take place once the condition has been remedied to the satisfaction of Niagara Peninsula Energy. The electrical service may also be subject to an inspection by the Electrical Safety Authority prior to reconnection.

Where the Customer's service has been disconnected due to an unpaid outstanding balance, the Customer must pay to Niagara Peninsula Energy the "Amount Now Due", outlined in the Important Notice of Disconnection. Niagara Peninsula Energy must

receive the “Amount Now Due” payment in full or be provided with proof of payment before the service is restored.

Niagara Peninsula Energy will not apply any charges for disconnecting a customer for non-payment. The customer will be billed an OEB approved reconnection for non-payment charge on their next bill, in accordance with Niagara Peninsula Energy’s Tariff of Rates and Charges. If a residential customer is unable to pay the reconnection charges, Niagara Peninsula Energy will offer reasonable payment arrangements. Reconnection charges for identified eligible low-income customers will be waived.

The customer (must be over the age of 18) must be present in the home when reconnection occurs.

Every attempt will be made to reconnect the service as quickly as possible; however, if Niagara Peninsula Energy is unable to schedule a reconnect the same day during normal business hours, Niagara Peninsula Energy will ensure reconnection occurs within two (2) business days.

Applicable Security Deposits may also be required for reconnection of electrical service.

If the Customer requests the service to be reconnected after normal hours of work, full payment or confirmation of payment must be provided to Niagara Peninsula Energy’s on duty Service Technician with a certified cheque, money order or by credit card via phone or through the Niagara Peninsula Energy website, prior to reconnection. Confirmation of payment will also be accepted at this time.

An OEB approved reconnection after regular hours charge in accordance with Niagara Peninsula Energy’s Tariff of Rates and Charges will be billed on the customer’s next bill.

A customer (must be over the age of 18) must be present in the home when reconnection occurs.

2.2.4 Unauthorized Energy Usage Disconnection / Reconnection

Niagara Peninsula Energy reserves the right to disconnect the supply of electricity to a Customer for causes not limited to energy diversion, fraud or abuse on the part of the Customer. Niagara Peninsula Energy shall not assume any responsibility for damages caused by the disconnection.

The Customer shall pay Niagara Peninsula Energy for all costs incurred to Niagara Peninsula Energy including but not limited to investigation, repairs to damaged equipment, disconnect/reconnect, and estimated lost energy as calculated by Niagara Peninsula Energy.

The following conditions must be met before the service will be reconnected:

- Niagara Peninsula Energy must be paid in full all monies owed relating to the service. This may include the above costs relating to the disconnection, outstanding bills, and/or deposits.
- The Customer must provide an authorization to connect issued by the Electrical Safety Authority for all repairs to the service, and if requested by Niagara Peninsula Energy.

The Customer must repair any other damage related to the power diversion complete with any other required inspections (i.e. Foundation repairs complete with building inspection.)

Unauthorized use of energy is a criminal offence, and the appropriate authorities will be notified of all occurrences.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guaranty of Supply

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

Customers requiring a higher degree of security than that of normal supply are responsible to provide their own back-up or standby facilities, unless otherwise arranged by Niagara Peninsula Energy. Customers may require special protective equipment at their premises to minimize the effect of momentary power interruptions.

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

Niagara Peninsula Energy will endeavor to communicate planned outages for maintenance or construction by delivering outage notification to the affected Customers.

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

During periods of high load on the bulk transmission system, it may be necessary for the Independent Electricity System Operator to impose rotating load cuts to maintain system stability. Under these conditions, supply will be interrupted to specific feeders within the service territory on a scheduled basis. Niagara Peninsula Energy will

endeavor to inform the public of this situation and of the schedule and areas affected by means of bulletins on local radio stations or other available means of communication including the Niagara Peninsula Energy Inc. website.

Customers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Customers with life support system are encouraged to inform Niagara Peninsula Energy of their medical needs by means of a medical/doctor notification and their availability of back- up power.

These Customers are responsible for ensuring that the information they provide Niagara Peninsula Energy is accurate and up to date. For an interruption of source of power, Niagara Peninsula Energy will endeavor, where possible, to communicate to these Customers but will not be liable in any manner to the Customer for failure to do so.

Niagara Peninsula Energy shall have rights to access to a property in accordance with *section 40* of the Electricity Act, 1998 and any successor acts thereto.

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

2.3.2 Power Quality

2.3.2.1 Power Quality Testing

In response to a Customer power quality concern, where the utilization of electric power adversely affects the performance of electrical equipment, Niagara Peninsula Energy will perform investigative analysis to attempt to identify the underlying cause.

Depending on the circumstances, this may include review of relevant power interruption data, trend analysis, and/or use of diagnostic measurement tools.

Upon determination of the cause resulting in the power quality concern, where it is deemed a system delivery issue and where industry standards are not met, Niagara Peninsula Energy will recommend and/or take appropriate mitigation measures. Niagara Peninsula Energy will take appropriate actions to control power disturbances found to be detrimental to the Customers.

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

2.3.2.2 Prevention of Voltage Distortion on Distribution

Customers having non-linear load shall not be connected to Niagara Peninsula Energy's distribution system unless power quality is maintained by implementing proper corrective measures such as installing proper filters, and/or grounding. Further, to ensure the distribution system is not adversely affected, power electronics equipment installed must comply with IEEE Standard 519-1992.

2.3.2.3 Timely Correction of Deficiencies

If an undesirable system disturbance is being caused by customer's equipment, the customer will be required to cease operation of the equipment until satisfactory remedial action has been taken by the customer at the customer's expense. If the Customer does not take such action within a reasonable time as outlined in the Hydro Service Deficiency Notice, Niagara Peninsula Energy may disconnect the supply of power to the customer.

Niagara Peninsula Energy shall practice reasonable diligence in maintaining acceptable voltage and frequency, but is not responsible for variations caused by external forces such as operating contingencies, exceptionally high loads, and low voltage supply from the transmitter or host distributor.

Niagara Peninsula Energy shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Supply due to any events or causes beyond the reasonable control of Niagara Peninsula Energy, including, without limitation, severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure").

2.3.2.4 Emergency Service

Niagara Peninsula Energy will exercise reasonable diligence and care to deliver a continuous supply of electrical energy to the Customer. However, Niagara Peninsula Energy cannot guarantee a supply that is free from interruption.

When power is interrupted, the Customer should first ensure that failure is not due to their equipment. If, on examination, it appears that Niagara Peninsula Energy's main source of supply has failed, the Customer should report these conditions to Niagara Peninsula Energy. If it is determined that the power interruption is due to failure of customer owned equipment, Niagara Peninsula Energy will reserve the right to recovery of actual costs.

Niagara Peninsula Energy operations personnel are available 24 hours a day to provide emergency service to Customers. Niagara Peninsula Energy will initiate restoration efforts as quickly as possible.

2.3.3 Standard Voltage Offerings

2.3.3.1 Primary Voltage

The primary voltage to be used will be determined by Niagara Peninsula Energy for both Niagara Peninsula Energy-owned and Customer-owned transformation. The primary voltage is dependent on the voltage of the plant that “lies along” and will be specified within the Offer to Connect.

2.3.3.2 Supply Voltage

The standard secondary voltage supplied from Niagara Peninsula Energy’s distribution system will be 120/240 V single phase, 120/208 V three phase, and 347/600 V three phase. The limit of supply capacity for any Customer is outlined in Section 3 of this Conditions of Service document and will be specified within the Offer to Connect.

When the Customer requires voltages other than at the available supply voltage, transformation requirements will be supplied by the Customer, and approved by Niagara Peninsula Energy.

2.3.4 Back-up Generators

Customers contemplating back up generation equipment shall consult with Niagara Peninsula Energy Engineering during planning and prior to the installation of the back-up generation.

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

Customers with permanently connected emergency generation equipment shall notify Niagara Peninsula Energy regarding the presence of such equipment.

2.3.5 Metering

All Customers must acquire an Offer to Connect detailing metering requirements prior to the installation of a service. Installations that do not conform to the requirements outlined in the Offer to Connect will not be connected.

Niagara Peninsula Energy will supply, install, own, and maintain meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering.

Customers will allow a properly identified employee or authorized agent of Niagara Peninsula Energy free access at reasonable hours, to install, connect, read, disconnect, remove, inspect, adjust or repair Niagara Peninsula Energy's metering equipment. No person, except those authorized by Niagara Peninsula Energy, may interfere with meters, wires, or ancillary equipment. Unauthorized tampering of Niagara Peninsula Energy's equipment will result in disconnection and required inspection prior to reconnection. Any charges relative to the inspection will be the customers' responsibility.

When existing services and the meter(s) are inaccessible, conditions of the surroundings will need to be addressed. If access is not provided or unsafe conditions exist, a deficiency letter will be issued. Any charges relative to the repairs and cost to provide safe access will be the customers' responsibility.

Niagara Peninsula Energy will supply free of charge the first meter installed at that location. The cost of any additional meters will be charged to the Customer. The meters remain the property of Niagara Peninsula Energy. Niagara Peninsula Energy has the exclusive right to select and determine the appropriate meter for the service.

The remaining subsections outline the general requirements for metering. Detailed metering requirements by customer class are listed in Section 3 of this document.

2.3.5.1 General Requirements

Niagara Peninsula Energy will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location satisfactory to Niagara Peninsula Energy, for the installation of meters, wires and ancillary equipment.

The Customer will be responsible for the care and safekeeping of Niagara Peninsula Energy meters, wires and ancillary equipment on the Customer's premises. If any Niagara Peninsula Energy equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to Niagara Peninsula Energy the value of such equipment, or at the option of Niagara Peninsula Energy, the cost of repairing the same.

Where Niagara Peninsula Energy deems meters to be in a hazardous location, Niagara Peninsula Energy will request that the meter(s) be relocated to a non-hazardous location at the Customers expense.

Any compartments, cabinets, boxes, sockets, or other workspace provided for the installation of Niagara Peninsula Energy's metering equipment shall be exclusive to Niagara Peninsula Energy. No other equipment than that provided and installed by Niagara Peninsula Energy, may be located in the Niagara Peninsula Energy metering workspace.

2.3.5.2 Current Transformers

Where instrument transformer cabinets are Incorporated, a separate meter socket must be supplied and installed by the Customer, located to the satisfaction of Niagara Peninsula Energy and as close as possible to the instrument transformer compartment.

Niagara Peninsula Energy must approve the final layout and arrangements of components prior to fabrication of equipment.

2.3.5.3 Interval Metering

If the Customer's projected annual average Demand qualifies the customer for an interval meter based on the guidelines set out by the Ontario Energy Board's (OEB) Distribution System Code, Section 5.1.3, Niagara Peninsula Energy will supply the Customer's meter.

However, if the Customer's annual average Demand is such that it does not qualify for an interval meter but an interval meter is requested, the Customer will be responsible for the cost of the meter as outlined in Section 5.1.5 of the Distribution System Code.

2.3.5.4 Multi-Unit Residential Suite Buildings

Developers of new multi-unit residential buildings may choose to have Niagara Peninsula Energy install suite metering, or have Niagara Peninsula Energy install a bulk meter for the purpose of enabling suite metering by a licensed sub-metering service provider.

2.3.5.5 Installation of Electrical Suite Metering by Niagara Peninsula Energy

Upon the request by a developer of a new multi-unit residential building, landlord, or a condominium board, Niagara Peninsula Energy will install suite metering for the electrical service. The developer, landlord, or condominium board will be required to enter into an Offer to Connect agreement for the installation of suite metering with Niagara Peninsula Energy. In that case, each separate residential and/or commercial unit as well as common areas, will be individually metered. Each unit or suite holder shall sign a connection agreement and have a customer account with Niagara Peninsula Energy. Individual common areas must have individual accounts held by the developer, condominium corporation or the landlord as the case may be.

Buildings with electrical suite metering shall also require a Check Meter that shall meter the entire building service for loading and engineering purposes.

Where all units within a multi-unit building are individually metered, Niagara Peninsula Energy shall be provided a secure meter room or suitable enclosure within the building for the installation of a suite metering system.

The building Owner may opt for individual self-contained meters attached to individual bases in a load center (multi-point socket metering) as an alternative method of suite metering.

2.3.5.6 Meter Reading

Niagara Peninsula Energy, or its agents, shall have the right to read any Niagara Peninsula Energy electricity meter on the Customer's premises.

Customers will allow a properly identified employee or authorized agent of Niagara Peninsula Energy free access at reasonable hours, to remove, inspect, adjust or repair Niagara Peninsula Energy metering, service entrance equipment.

2.3.5.7 Final meter read at time of change of address

When a service is changing over to another Customer, address, or Retailer, the Customer shall provide a minimum of 3 business days advanced notice of the date so that Niagara Peninsula Energy can schedule and obtain a final meter reading as close as possible to the final reading date. If advanced notification is not made, a final meter reading used for the final bill will be taken as of the date of the notification, not the move in/move out date. If the requested date falls on a weekend or holiday, the next business day that the final meter read can be attained will be used. The Customer will provide safe access to Niagara Peninsula Energy or its agents for this purpose if an electronic meter read is not available.

If a date of service changeover is changed, or cancelled, the customer must provide written notification prior to the change, for move in/out information to be updated. Please note that the customer will be responsible for consumption up to the date of notification, if notification occurs after the changed date.

2.3.5.8 Service No Longer Required

When a service is no longer required, and the service is to be removed, the Customer shall provide a minimum of ten (10) business days written notice of the date the service is to be discontinued so that Niagara Peninsula Energy can obtain a final meter reading as close as possible to the final reading date.

An Authorization to Disconnect Hydro Services form must be completed prior to disconnection or service removal taking place. The Customer will provide access to Niagara Peninsula Energy or its agents for this purpose.

2.3.5.9 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 Industry Canada. Niagara Peninsula Energy revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, Niagara Peninsula Energy will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history.

For all the energy supplied, the Customer shall pay a sum based on the reading of any meter formerly or subsequently installed on the premises by Niagara Peninsula Energy, with due regard being given to any change in the character of the installation and/or the Demand.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply in accordance with the regulations under the Act, as well as, Retail Settlement Code, and Distribution System Code.

2.4 Tariffs and Charges

2.4.1 Service Connections

Charges for distribution services are made as set out in the schedule of rates set forth by the Ontario Energy Board within the approved Distributors Tariff of Rates and Charges. Notice of rate revisions shall be published on the website, and in major local newspapers when applicable. The notice of rate revisions with the first billing issued at revised rates will be in the form of a bill message found on the bill itself or on the eBill notification.

2.4.1.1 Customers Switching to Retailer

There are no physical service connection differences between Standard Supply Service (SSS) Customers and Customers of third party Retailers. Both Customer energy supplies are delivered through Niagara Peninsula Energy with the same distribution requirements. Therefore, all service connections requirements applicable to the

Standard Supply Service Customers are applicable to Customers of third party Retailers Customers.

2.4.1.2 Supply Deposits & Agreements

Where an Owner proposes the development of premises that require Niagara Peninsula Energy to place orders for equipment for a specific project and before actual construction begins, the Owner is required to sign the necessary Offer to Connect and furnish a suitable deposit as outlined in the Offer to Connect before such equipment is ordered by Niagara Peninsula Energy.

An irrevocable letter of credit or a letter of guarantee from a chartered bank, trust company or credit union is acceptable in lieu of a cash deposit.

2.4.1.3 Additional Service Charges

In addition to the monthly service charge for distribution services, the distribution volumetric charge, and competitive electricity charges, miscellaneous charges may include as provided in Niagara Peninsula Energy's OEB approved Tariff of Rates and Charges.

- Returned cheque (plus bank charges)
- Legal letter Charge;
- Account set up charge/change of occupancy charge (plus credit agency costs if applicable)
- Meter dispute charge plus Measurement Canada fees (if meter found correct)
- Late payment - per month
- Reconnection at meter - during regular hours
- Reconnection at meter - after regular hours
- Reconnection at pole - during regular hours
- Reconnection at pole - after regular hours
- Service call - customer owned equipment
- Service call - after regular hours
- Temporary service install & remove - overhead - no transformer
- Temporary service install & remove - underground - no transformer
- Temporary service install & remove - overhead - with transformer
- Specific charge for access to the power poles
- (with the exception of wireless attachments)

2.4.2 Energy Supply

2.4.2.1 Standard Supply Service (SSS)

All existing and new Niagara Peninsula Energy Customers are Standard Supply Service (SSS) Customers until Niagara Peninsula Energy is informed of their switch to a

competitive electricity Retailer. The cost of the commodity will be charged to Customers on a pass-through basis. Customers will pay the regulated price of electricity. The Retailer must make a Service Transfer Request (STR).

2.4.2.2 Retailer Supply

Customers transferring from Standard Supply Service (SSS) to a Retailer shall comply with the Service Transfer Request (STR) requirements as outlined in Sections 10.5 through 10.5.6 of the Retail Settlement Code.

All requests shall be submitted as electronic file and transmitted through EBT Standards. Service Transfer Request (STR) shall contain information as set out in section 10.3 of the Retail Settlement Code.

If the information is incomplete, Niagara Peninsula Energy shall notify the Retailer and/or Customer about the specific deficiencies and await a reply before proceeding to process the transfer.

There are no physical service connection differences between Standard Supply Service (SSS) Customers and Customers of third party Retailers. Both Customer energy supplies are delivered through Niagara Peninsula Energy distribution system with the same distribution and service connection requirements. Therefore, all service connection requirements applicable to the SSS Customers are applicable to third party Retailers' Customers.

2.4.2.3 Wheeling of Energy

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

2.4.3 Deposits

2.4.3.1 Account Set-up Charge

Customers will be subject to an account set-up charge as approved by the OEB. This charge is termed the Account Set Up charge / change of occupancy charge (plus credit agency costs if applicable.)

2.4.3.2 Security Deposit

A "customer" is defined as a consumer of electricity that does have or will be requesting an account with the Distributor to commence or continue the supply of electricity. Security Deposits may be required from all customers, to the extent permitted by the OEB's Retail Settlement Code, and Distribution System Code, regardless of their

Customer Class, and regardless of whether they are on Standard Supply Service (SSS) or they have entered into contracts with electricity retailers. The amount of the Security Deposit for each class will be calculated according to the “General Service (<50kW & >50kW Customers)” and “Residential Customers” sections described below.

Where the Customer is a party to a contract with an electricity Retailer, the following policies shall apply according to the billing option selected by the Retailer.

2.4.3.2.1 Distributor-Consolidated Billing and Standard Supply Service

Under this option, Niagara Peninsula Energy will continue to issue a bill to the Customer. Niagara Peninsula Energy is responsible for Customer non-payment risk. Niagara Peninsula Energy will impose a security deposit depending upon its assessment of the Customer's likely risk of nonpayment, according to the requirements set out below.

2.4.3.2.2 Retailer-Consolidated Billing

Under this option, Niagara Peninsula Energy will not issue a bill to a Customer. The Retailer is responsible for issuing the bill to the Customer, and for Customer non-payment risk. Niagara Peninsula Energy will not require a security deposit from the Customer. If Niagara Peninsula Energy is in possession of a Customer's Security Deposit at the time of a switch to Retailer-consolidated billing, the deposit shall be returned to the Customer.

2.4.3.2.3 Split Billing

Under this option, Niagara Peninsula Energy and a Retailer shall each be responsible for Customer nonpayment risk for the bills that each issues to the Customer. If a Customer already has a deposit with Niagara Peninsula Energy, Niagara Peninsula Energy will retain a portion of the deposit amount that reflects the non-payment risk associated with the new billing option. Any excess deposit amount will be returned to the Customer. For Customers making new application for service, Niagara Peninsula Energy shall require a Security Deposit in an amount that shall depend upon Niagara Peninsula Energy assessment of the Customer's likely risk of non-payment, according to the requirements set out below.

2.4.3.2.4 Residential Customers

Every Residential Customer requesting the establishment or maintaining delivery of electricity to the Customer's service address with Niagara Peninsula Energy may be

requested to pay a Security Deposit. Good Payment History of 1 year will exempt residential customer from payment of a deposit.

Applicable (Non-exempt) Residential Customers will be required to provide Niagara Peninsula Energy with Security Deposits in the following amounts, as applicable, prior to the commencement of service.

Deposits can be paid in up to 6 monthly installments. At time of establishing of the deposit, a payment arrangement will define the agreed number of deposit installments.

Deposits can be utilized to pay down outstanding arrears prior to disconnection due to non-payment.

The maximum amount of security deposit is calculated as follows:

Customers Billed Monthly:

Billing cycle factor (2.5) x estimated bill based on the customer's average monthly load with the distributor during the most recent 12 consecutive months within the past two years.

Where relevant usage information is not available for the customer for 12 consecutive months within the past two years or where the distributor does not have systems capable of making the above calculation, the customer's average monthly load shall be based on a reasonable estimate made by the distributor.

Where a customer has a payment history which discloses more than one (1) disconnection notice in a relevant 12 month period, the distributor may use that customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of maximum amount of security deposit.

A residential customer security deposit will be billed to the customer's account. This deposit can be paid by cheque, money order, online banking or by credit card.

A Residential Customer will not be required to provide a security deposit to Niagara Peninsula Energy, provided that the Customer has a Good Payment History, as of the date that this policy comes into force, and provided further that the Customer maintains that Good Payment History.

A Residential Customer is deemed to have Good Payment History unless, during the most recent 12 consecutive months, the customer has received:

- (i) More than one (1) cheque or pre-authorized payment returned for non-sufficient funds or for reasons of nonpayment initiated by the Customer in the preceding 1 year or;

- (ii) More than one (1) Disconnect Notices in the preceding 1 year or;
- (iii) More than one (1) disconnect /collect trip has occurred or;
- (iv) The distributor had to apply a security deposit in accordance to the Distribution System Code section 2.4.26A and required the customer to repay the security deposit in accordance with section 2.4.26B.

If any of the preceding events occur due to an error by the distributor, the customer's Good Payment History shall not be affected.

If the customer is a new customer to Niagara Peninsula Energy service area, a security deposit may not be required where:

- a) A customer provides a letter from another distributor or gas distributor in Canada confirming a Good Payment History with that distributor for the most recent relevant time period of 1 year.
- b) A customer, provides a satisfactory credit check made at the customer's expense.
- c) A customer has been identified as an eligible low-income customer.
- d) The distributor has not served the customer in the previous 24 months, the option of enrolling in an equal monthly payment plan in accordance with the Standard Supply System Code, a pre-authorized payment plan, or both, and where the customer elects to enroll.

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

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

A Residential security deposit may be paid over a maximum period of 6 months.

Where a Residential Customer was not required to provide a security deposit, and where that Customer no longer has a Good Payment History as a result of having exceeded any of the limits set out above, the Customer shall provide a security deposit to Niagara Peninsula Energy, in an amount calculated above.

Where a security deposit becomes payable by the Residential Customer, Niagara Peninsula Energy will notify the Customer that the security deposit is payable, and will add the amount of the security deposit to the next bill issued to the Customer.

2.4.3.2.5 General Service (<50kW & >50kW Customers)

Every Customer requesting the establishment or maintaining of an account with Niagara Peninsula Energy as a General Service Customer and the delivery of electricity to the Customer's service address shall pay a security deposit prior to the commencement of service to the Customer. Good Payment History of three (3) years will exempt non-residential customer in a <50kW Demand rate class from payment of a deposit. Good Payment History of seven (7) years will exempt non-residential customer in a >50kW Demand rate class from payment of a deposit.

Effective, March 1, 2020, Good Payment History of three (3) years will exempt non-residential customer in a <50kW Demand rate class from payment of a deposit.

The maximum amount of security deposit is calculated as follows:

Customers Billed Monthly:

Billing Cycle Factor (2.5) x estimated bill based on the customers average monthly load with the distributor during the most recent 12 consecutive months within the past two years.

Where relevant usage information is not available for the customer for 12 consecutive months within the past two years or where the distributor does not have systems capable of making the above calculation, the customer's average monthly load shall be based on a reasonable estimate made by the distributor.

Where relevant usage information is not available for the customer for 12 consecutive months within the past two (2) years or where the distributor does not have systems capable of making the above calculation, the customer's average monthly load shall be based on a reasonable estimate made by the distributor.

Where a customer has a payment history which discloses more than one (1) disconnection notice in a relevant 12 month period, the distributor may use that customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past two (2) years for the purposes of making the calculation of maximum amount of security deposit.

Security deposits may be prearranged in the form of any of the following:

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

A General Service security deposit may be paid in equal installments over a maximum of four (4) months.

2.4.3.2.5.1 Delinquent General Service Accounts

In order to maintain an exemption to the security deposit requirement pursuant to the above, a General Service Customer must maintain its “Good Payment History”. For General Service Customers, “Good Payment History” is defined as a General Service Customer that does not have any of the following:

- a) More than one (1) Cheque or pre-authorized payment returned for Non-Sufficient Funds or for reasons of non-payment initiated by the Customer during the relevant time period of three (3) years (effective March 1, 2020) for <50kW Demand rate class or seven (7) years for a non-residential customer in any other rate class or;
- b) More than one (1) Disconnect Notices during the relevant time period of three(3) years (effective March 1, 2020) for <50kW Demand rate class or seven (7) years for a non-residential customer in any other rate class or;
- c) One (1) Disconnection of service during the relevant time period of three (3) years (effective March 1, 2020) for <50kW Demand rate class or seven (7) years for a non-residential customer in any other rate class.

If the customer is a new customer to Niagara Peninsula Energy service area, a security deposit may not be required where of three (3) years (effective March 1, 2020) for <50kW Demand rate class or seven (7) years for a non-residential customer in any other rate class:

- a. A customer provides a letter from another distributor or gas distributor in Canada confirming a Good Payment History with that distributor for the most recent relevant time period.
- b. A customer, other than a customer in a >5000kW Demand rate class, provides a satisfactory credit check made at the customer’s expense.

If a General Service Customer’s deposit is waived and then loses its “Good Payment History” status by exceeding any of the limits set out in above, the Customer shall provide to Niagara Peninsula Energy a security deposit from the Customer as calculated in the “General Service (<50kW & >50kW Customers)” section above.

Where a security deposit becomes payable by the General Service Customer, Niagara Peninsula Energy will notify the Customer that the security deposit is payable, and will add the amount of the security deposit to the next bill issued to the Customer.

2.4.3.2.6 Collection of Security Deposit

Security deposits may be required when the Customer is making application for service, or prior to connection or provision of service i.e., before move-in, and in certain circumstances, as a condition of continued service. Niagara Peninsula Energy may extend special payment arrangements to those Customers unable to make full payment of the deposit, which shall not exceed equal installments paid over a six-month period.

Non-payment of the deposit will result in disconnection of the service as detailed in Section 2.2 of this Conditions of Service Agreement.

2.4.3.2.7 Security Deposit Adjustments

Security deposits will be reviewed annually and may be adjusted accordingly. The distributor will determine whether a portion or all of the security deposit will be returned or requested by the distributor on the customer's account following the adjustment. Where the maximum amount of the security deposit is to be adjusted upward, the distributor may require the customer to pay this additional amount at the same time as that customer's next regular bill comes due.

2.4.3.2.8 Retention/Refund of Deposit

Security deposits will only be refunded to a Customer, in whole or in part according to the circumstances giving rise to the refund, upon an application for a refund, and only where:

- a) The Customer terminates its service with Niagara Peninsula Energy. The security deposit will be applied to the balance owing on the Customer's final bill, and any amount not required for this purpose will be refunded to the Customer; or
- b) If a Customer switches to Retailer-consolidated or split billing, in which case the security deposit will be reduced to a level set out in the Ontario Energy Board's Retail Settlement Code, after Niagara Peninsula Energy has recovered any outstanding arrears on the Customer's account.
- c) Security Deposits will be reviewed at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the customer as they have obtained a "Good Payment History" as defined above. Adjustments will be credited to the customer's account on the bill following the adjustment.

2.4.3.2.9 Interest on Security Deposit

- a) Interest shall accrue monthly on security deposits. The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less two (2) percent, updated quarterly.

- b) Interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the customer or otherwise.

2.4.4 Billing

A Connection Agreement or legal document is required to open an account in a customers' name. Opening of an account can be completed by phone, by online form, or by the persons' solicitor or person in possession of a valid Power of Attorney. The customer should provide a minimum of three (3) days notification in advance of a move in. If notification is received after the date of the move in, the account will be opened as of the date of notification. The account will be activated and scheduled to be billed.

Niagara Peninsula Energy may, at its option, render bills to its Customers on a monthly basis. Bills for the use of electrical energy may be based on either a metered actual read, estimated read or a flat rate in accordance to the rates and charges as provided in the Ontario Energy Board's approved Tariff of Rates and Charges.

Niagara Peninsula Energy has the ability to accommodate:

Retailer-Consolidated Billing; in which Niagara Peninsula Energy will bill the designated Retailer for all competitive and non-competitive electricity costs incurred on behalf of the Customer;

Distributor-Consolidated Billing; in which Niagara Peninsula Energy will issue a bill to the Customer that includes the full cost of delivered electricity, with the portion of the bill attributable to competitive electricity costs based on the contract terms between the Customer and the Retailer, or at regulated prices for Standard Supply Service;

Split Billing; in which Niagara Peninsula Energy shall issue one bill to the Customer that covers all non-competitive electricity costs, less any administrative costs paid by the Retailer. The Customer's Retailer is responsible for issuing the bill that covers the cost of competitive electricity services based on the price and other contractual terms agreed to by the Customer and the Retailer.

2.4.4.1 Estimates

In months where no reading is obtained, the Customer will be billed on usage estimated by Niagara Peninsula Energy based on historical usage for the Customer or some other quantity if no historical usage information is available. In exceptional circumstances,

Niagara Peninsula Energy may issue a bill to a residential or general service < 50kW customer with a smart meter or interval meter based on estimated consumption twice every 12 months.

2.4.4.2 Billing Errors

While Niagara Peninsula Energy will use its best efforts to ensure that each invoice is an accurate statement of the amount of the Customer's usage and cost of use for that billing period, billing errors can occur and invoices may not always be accurate. Niagara Peninsula Energy reserves the right to re-adjust invoices to correct any under/over billing, however the billing error was caused, whether through meter malfunction, Niagara Peninsula Energy's error or negligence or otherwise.

Billing errors will be resolved in accordance with Section 7.7 of the Ontario Energy Board's Retail Settlement Code.

2.4.4.3 Final Bills

It is required that a customer provide three (3) days notification of a move out. Removal of a service will require additional notification and authorization. Without advanced notification, the most recent available read date to the notification will be used for the final bill. The customer is responsible for consumption up to the date of notification.

When a final read date is met, and all criteria is available, a final bill is produced approximately six (6) weeks from the final read date. Any security deposit will be applied to reduce the final bill. If the customer is receiving Ontario Electricity Support Plan (OESP) benefits, at time of final bill, reconciliation is completed to review the amount billed to the amount received as an OESP benefit payment. If there is an OESP overpayment, these funds are adjusted from the account and returned to the province.

If the final bill results in a credit balance, outstanding arrears on any account in the customers' name will be paid by the credit or refunded to the customer. If the final bill results in a balance owing, the balance will be transferred to an active account. All other outstanding final bills will be referred to a collection agency

2.4.5 Damaged Electrical Equipment

Customers will be required to pay the cost of repair or replacement of Niagara Peninsula Energy equipment, which has been damaged through the Customer's action, neglect or any other reason.

2.5 Customer Information

A third party may request historical usage information with the written authorization of the Customer to provide their historical usage information.

Niagara Peninsula Energy will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customer information cannot reasonably be identified, at any charge to another utility, a transmitter, the IESO or the OEB. Niagara Peninsula Energy may charge a fee that has been approved by the OEB for all other requests for aggregated information.

At the request of a Customer, Niagara Peninsula Energy will provide a list of Retailers who have Service Agreements in effect within its distribution service area. The list will inform the Customer that an alternative Retailer does not have to be chosen in order to ensure that the Customer receives electricity and the terms of service that are available under Standard Supply Service.

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

The access to customer information will be provided to the name(s) of the account in accordance to Niagara Peninsula Energy's Privacy Policy in compliance of the provincial and federal Private Policy Act. Any request for customer information must be made in writing from the name(s) of the account. No third party can access customer information without the written authorization from the authorized name(s) on the account. On any commercial property, written authorization must be provided on company letterhead from an authorized party of the organization, who is a listed contact on the account. Minimal requirements for requests for customer information will be received by those parties who have obtained an Access of Information authorization from the name of the account.

2.6 General Information

2.6.1 Pole Attachments

There will be no attachments to Niagara Peninsula Energy poles without the written permission of Niagara Peninsula Energy. Such attachments will usually be limited to street lighting, Bell Canada telephone wires, CATV wires, communication company's equipment, other local distribution company's equipment, municipal signage and designated areas as per municipal by-laws.

Notwithstanding this practice, Niagara Peninsula Energy will co-operate with community groups in the temporary installation of signs, posters, banners, etc., to promote community events. Niagara Peninsula Energy reserves the right to refuse attachments to Niagara Peninsula Energy owned utility poles. Any such attachments not approved by Niagara Peninsula Energy will be removed at the Owner's expense.

2.6.2 Service over Swimming Pools

As a safety measure, Niagara Peninsula Energy requires that electrical conductors are not located above swimming pools.

Where a new or existing swimming pool is installed, it will be necessary to relocate any electrical conductors that are located directly over the proposed pool location at the Owner's expense.

2.6.3 Moving Oversized Loads

All costs incurred by Niagara Peninsula Energy relating to moving of oversized loads such as houses, tanks etc., and shall be recoverable from the applicant. A deposit based on the estimated costs will be required prior to the load being moved.

Any oversized load move may or may not be approved by Niagara Peninsula Energy. All requests for oversized load moves must be accompanied with proper permits and licenses.

2.6.4 Preventative Programs

Niagara Peninsula Energy has in place a variety of programs to help reduce the number of power interruptions and other system disturbances.

These include the following operational activities.

Tree Trimming

Trees growing near power lines on the public right of way are trimmed by Niagara Peninsula Energy contractors to ensure that the trees remain healthy, and do not grow into the power lines. Customers are asked to call Niagara Peninsula Energy regarding any tree, which appears to be interfering with a power line. Niagara Peninsula Energy staff will investigate and have the tree pruned if necessary.

Ontario One Call One Locate

Niagara Peninsula Energy requires all its excavating Customers to call before they dig. Niagara Peninsula Energy is a member of the One Call One Locate initiative. Requests for locating Niagara Peninsula Energy owned underground cables are made by requesting locates at www.ontarioonecall.ca or by contacting Ontario One Call at 1-800-400-2255. Ontario One Call passes these requests along to Niagara Peninsula Energy's Locate Contractor.

As part of the One Call One Locate service this locate contractor will provide the underground locating service for Niagara Peninsula Energy.

Fault Locates and Repairs

Niagara Peninsula Energy will normally fault locate and repair all utility owned secondary services without charge. In the event of damage to Niagara Peninsula Energy Utility owned underground cables, full cost to locate and repair of the fault will be charged to the responsible party. In the event that structures, pavement or landscaping make cable inaccessible the additional cost will be at the owner's expense.

2.6.5 Payments and Late Payment Charges

2.6.5.1 Payment of Bills

The Customer must make payment of any outstanding accounts to Niagara Peninsula Energy on the due date as identified on the bill.

It is advisable that the customer sign up for Pre-authorized payment plan for convenience.

Other acceptable methods of payment include:

- a) Equal payment with/without pre-authorized payment plan
- b) Credit Card payments through www.npei.ca or by calling 1-877-281-2063.
- c) Online banking, bank teller or online banking through most Canadian Financial Institutions
- d) By mailing top portion of bill, along with a cheque or money order to Niagara Peninsula Energy, P.O. Box 120, Niagara Falls, ON, L2E 6S9.
- e) By depositing top portion of bill, along with a cheque or money order in the distributor's 24-hour drop box located in our office parking lot in Niagara Falls at 7447 Pin Oak Drive.

Where a current payment is made by mail, the payment will be deemed to be three (3) days prior to the date on which the distributor receives the payment. Where a payment is made at a financial institution or electronically, the payment will be deemed to be made when stamped/ acknowledged by the financial institution.

Allocation of Payment

Where payment on an account of a bill is not sufficient to cover electricity charges, security deposits and billing adjustments, Niagara Peninsula Energy shall allocate the payments in the following order: electricity charges, payments towards an arrears payment agreement, outstanding security deposit, under-billing adjustments and non-electricity charges.

2.6.5.1.1 Pre-authorized Equal Payment Plan / Equal Payment Plan

The Pre-authorized Equal Payment Plan / Equal Payment Plan is based on a 12-month period, beginning when the Customer signs up for the plan.

- On the Pre-authorized payment plan, an equal amount is withdrawn from the Customer's bank account each month;
- An equal amount is requested as the amount due on the customers' bill.
- Equal billing variances are reviewed each billing period, and accounts are adjusted when they vary from a pre-determined dollar amount; and
- The Customer's account is reconciled annually, and any debit or credit is rolled into the subsequent year's equal payment amount based on the amount of the debit and credit and the average billed amount.

The failure to meet payment arrangements will result in cancellation of an equal payment plan. This includes non-payment of a security deposit.

Effective March 1, 2020, the following changes occur:

- The equal payment plan will be available to non-seasonal residential customers with the option of automatic withdrawals from a financial institution.
- Niagara Peninsula Energy may cancel a customers' equal payment plan after two missed payments within an equal payment year.
- The equal payment plan will be available to small business customers (General Service < 50 kW) with the exception of those who have enrolled with an energy retailer or have less than 12 months billing history, are in arrears or participation in the plan was cancelled due to non-payment in the last 12 months.

2.6.5.2 Late Payment Charge: Interest

Interest will apply to arrears unpaid after the due date of the bill. Niagara Peninsula Energy will charge late payment charges at a daily interest rate approved by the Ontario Energy Board which can be found on Niagara Peninsula Energy's most recent Ontario Energy Board approved Tariff of Rates and Charges

2.6.5.3 Returned Payments

The Customer shall immediately correct any cheque or pre-authorized payments charged back by the bank for any reason. Any denied payment will be reversed on the Customer's account and a returned item fee charged to the Customer.

Niagara Peninsula Energy will attempt to make contact with the Customer to obtain payment for any outstanding amounts owed by the Customer on account of the returned payment, including all associated Service Charges. Should such an attempt fail, the service will be subject to disconnection (with notice) after receiving a returned payment.

2.6.6 Customer Owned Primary Lines

Customers owning primary lines are required to ensure adequate tree trimming and preventative maintenance. Where inadequate preventive maintenance or tree trimming affects the integrity of Niagara Peninsula Energy distribution system, Niagara Peninsula Energy reserves the right to disconnect the Customer-owned line, or to affect maintenance and charge the Customer for the required work.

To facilitate and encourage the maintenance of Customer-owned lines, Niagara Peninsula Energy will provide a power interruption, at no charge. This no-charge service is provided during normal working hours once annually.

Tree to line clearances typically required are as follows:

Type of Line	Minimum Right of Way Clearance
Primary Voltage - Overhead (over 600 volts)	3 metres on each side of centre Line
Secondary Voltage - Overhead (under 600 volts)	1 metres on each side of centre line

Identified hazardous or high growth trees located outside the minimum right of way clearance may require additional trimming.

Prior to re-energization of a customer owned line, Niagara Peninsula Energy staff will perform an inspection to confirm that the required clearances have been achieved.

Continued vegetation maintenance on customer owned lines will remain the responsibility of the owner of the property.

2.6.7 Customer Owned Substations

Owners of private substations are required to perform regular maintenance to their electrical equipment.

To facilitate the maintenance of this equipment, Niagara Peninsula Energy will provide one power interruption, at no charge, each year at the Customer's substation. This no-charge service would be provided during normal working hours.

2.6.8 Landscaping Around Electrical Equipment

In order for Niagara Peninsula Energy to continue providing safe and reliable service, we need to maintain clear access to our electrical distribution equipment.

We require a clear working area in front of our equipment of three (3) metres to allow our Powerline Technicians to safely operate the equipment. The other three sides must maintain two (2) metres of clearance from fences, shrubs & structures to facilitate ease of identifying the equipment and possible replacement.

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3 SECTION 3 - CUSTOMER CLASS SPECIFIC

3.1 Residential

This Section outlines the Regulations pertaining to customers residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex or quadruplex house, where energy is supplied single-phase, three wire, 60 hertz, having a normal voltage of 120/240 volts. Large residential services will include all services from 201 amp up to and including 400 amps, 120/240 volt, single phase, three wire.

Refer to Section 2.1.1.1 and Table 5.3 for Point of Demarcation, Standard Allowance and Variable Connection Fees for Residential Services.

3.1.1 Electrical Service Characteristics

Conditions for service:

- a. Energy is supplied single-phase, 3 wire, 60 hertz, having a nominal voltage of 120/240 volts.
- b. Only one secondary voltage supply service (i.e. only one delivery point) will be supplied to any one urban building lot. Accessory buildings including garages do not qualify for a separate service. Where the Customer is upgrading a residential service and more than one service has been provided to a property, the Customer shall upgrade the service to a single supply.
- c. The Customer portion of the service must meet the Ontario Electrical Safety Code.
- d. Connections to new, rebuilt, or increased capacity services will be made only when the Customer has made arrangements with Niagara Peninsula Energy and Niagara Peninsula Energy has received the Electrical Safety Authority connection authorization.
- e. The Customer must obtain an "Offer to Connect" (see Table 5.3) detailing meter location and delivery point from Niagara Peninsula Energy before proceeding with the installation of any service. Failure to do so may result in the delivery point having to be relocated at the Customer's expense and possible time delays. Location Reports are guaranteed effective for a period not exceeding six (6) months.
- f. Where Niagara Peninsula Energy's circuits are overhead, Niagara Peninsula Energy installs and maintains their overhead or underground service wires. The decision as to overhead or underground services shall be at the discretion of Niagara Peninsula Energy.

3.1.2 Limitations

This section will define Niagara Peninsula Energy's limitations with respect to Residential services.

3.1.2.1 Maximum Capacities

The maximum overhead service entrance capacity is 200 Amps (A) and maximum underground service capacity is 400A at 120/240V.

3.1.2.2 Minimum Capacities

The minimum service entrance capacity permissible is 100A.

3.1.2.3 Services Exceeding 200 Amp Single Phase

For services exceeding 200A single phase, 120/240 V, the Customer may be required to provide space and facilities for a distribution transformer and a meter socket on the Customer's property at their expense. The transformer is installed and maintained by Niagara Peninsula Energy and must be accessible to Niagara Peninsula Energy vehicles on the Customer's property. Niagara Peninsula Energy must first approve exceptions to this requirement.

Any voltage other than 120/240 V, single phase and any capacity over 400A shall have to be approved by Niagara Peninsula Energy.

3.1.3 Overhead Secondary Services

Niagara Peninsula Energy will install, own and maintain one (1) overhead secondary service from its circuits on the public right-of-way or Niagara Peninsula Energy's easements to the Customer's Delivery point.

Any intermediate pole(s) will be supplied and maintained by the Customer.

If a pole line or any other attachments are required on the Customer's property to support the service wires, these will be erected and maintained by the Customer.

If a pole line is required on the Customer's property, it shall be in accordance with Section 3.5 entitled Private Pole Lines, of these Regulations and with Electrical Safety Code, latest edition.

The point of the first attachment and meter shall not be more than 3 metres from the "front" of the building. For this clause, the "front" is defined as the side of the building nearest to Niagara Peninsula Energy's Point of entry for an existing service. For any new service, the "front" is defined as the address side of the building.

The point of the first attachment on the building shall be maintained to give 5.5 metres minimum clearance on the traveled roadway portion including the shoulder when it is necessary for the service wires to cross a thoroughfare. On low buildings, where the Customer cannot provide 5.5 metres of minimum clearance and the service wires are required to cross a thoroughfare, Niagara Peninsula Energy shall provide a service pole located on the public road allowance.

3.1.4 Underground Secondary Services

Niagara Peninsula Energy will supply, install, own and maintain one (1) underground secondary service from its circuits on the public right-of-way or Niagara Peninsula Energy's easements to the Customer's delivery point.

The Customer shall provide all trenching, backfilling and ducting on the entire distance from the Point of entry to Niagara Peninsula Energy's service pole or transformer, including road crossing, if necessary.

The point of entry and meter shall be at the front of the building, it should not be more than 3 metres from the front. For any new service, the front is defined as the address side of the building.

Underground secondary services shall be buried normally at a depth of 100 cm from finished grade.

Before backfilling any electrical trench, the Customer shall contact Niagara Peninsula Energy and arrange for an inspection. Failure to do so will mean the trench will not be accepted and will have to be reopened for inspection at the Customer's expense. For underground secondary services over 200A the Customer may have to provide space on their property for a pad mounted transformer. The location of the unit must be approved by Niagara Peninsula Energy to ensure accessibility.

3.1.5 Metering Details

This section outlines the metering details for Residential purposes.

- a. The Customer shall supply and install a meter socket, for both new and enlarged services. The specific meter socket required will be indicated on the Offer to Connect issued by Niagara Peninsula Energy.
- b. Meters shall be accessible at all times.
- c. When alterations, including repairs, are made to existing services and require a change of stack, conduit, wire, and the meter is indoors, these Regulations shall

apply and indoor meters shall be changed to outdoor, at the Customer's expense.

- d. One meter will be provided at no charge. Any additional meters will be billed to the Customer. This charge must be paid in advance of the installation of the meters. The meters remain the property of Niagara Peninsula Energy.
- e. The Customer shall provide facilities for divided metering for multiple tenancies, outside with ganged meter sockets.
- f. A house service meter shall be provided where there are multiple occupancies with individual metering. This includes two (2) occupancies with common area or heat (commercial rate will apply for common area.)
- g. All meters shall be grouped for any one building.

3.1.6 Row Type Multiple Dwellings

This Section outlines the Regulations pertaining to the supply of electrical energy to Row-Type Multiple Dwellings.

3.1.6.1 Early Consultation

As detailed regulations cannot be written which would be applicable to all cases, it is the Developer's responsibility to consult with Niagara Peninsula Energy in the early planning stages to ascertain the servicing requirements.

The Developer shall submit well in advance of commencement, the following information to Niagara Peninsula Energy:

- (a) Scaled plan of row-type multiple dwellings
- (b) Schedule of power requirements at defined stages of present and future development
- (c) Two sets of detailed engineering plans, sealed by a Professional Engineer and approved by the municipal authority
 - (a) Provision to supply other types of building or recreational facilities that may be constructed in addition to the dwellings.

3.1.6.2 Type of Supply and Approval of Layout

Supply shall be provided to an electrical system, which has been designed, constructed and installed by the Owner according to Niagara Peninsula Energy's specifications.

The Owner shall obtain Niagara Peninsula Energy approval, in writing of the electrical system well in advance of construction commencement. Niagara Peninsula Energy will comment on the proposed design and recommend changes, if any, for it to be acceptable. If changes are required, a second submission of the design is mandatory for approval, free of charge. The Owner shall pay for third and subsequent submissions.

3.1.6.3 Agreements and Cost Responsibilities

The Owner is required to enter into a standard Offer to Connect Agreement, specific to the type of supply arranged with Niagara Peninsula Energy.

The Owner shall pay all costs associated with any design, construction, inspection, switching, energization and installation of the electrical supply carried out by Niagara Peninsula Energy. Included are costs associated with preparation and registration of the standard Agreement, License Agreement and necessary easements.

The Owner is responsible for maintenance during an initial period of one year after construction. Thereafter, Niagara Peninsula Energy maintains the installed equipment up to but not including the meter base. The Owner is responsible for all civil and restoration work during any Niagara Peninsula Energy maintenance activity.

If construction has not commenced within twelve (12) months, a new agreement shall have to be signed. The project will be treated then as a brand new project.

3.1.6.4 Supply Voltage

Niagara Peninsula Energy's normal supply voltage is 120/240 V, single phase, 3 wire.

3.1.6.5 Underground Service

The preferred supply configuration to a multiple-family dwelling is an underground service. Niagara Peninsula Energy will determine the specific supply configuration at its discretion.

3.1.6.6 Supply of Equipment by Owner

The Owner shall supply and install at their expense:

- (a) All material as outlined in Niagara Peninsula Energy specification agreement.
- (b) Meter bases and service entrance conduits to Niagara Peninsula Energy's specifications.
- (c) Site lighting and recreational services on the property, in accordance with the requirements of the Ontario Electrical Safety Code, latest edition. Owner's cables are to be installed and maintained by the Owner and kept separate from Niagara Peninsula Energy's equipment.

3.1.6.7 Short Circuit Interrupting Capability

The Owner shall ensure that their service entrance equipment has an adequate short circuit interrupting capability. Niagara Peninsula Energy will advise, on request, the maximum available short circuit symmetrical current at any specific location in its service territory.

3.1.6.8 Metering and Metering Sockets

Niagara Peninsula Energy owns, installs and maintains meters. Ganged meter bases must be approved by Niagara Peninsula Energy prior to installation. Where practical, all meters shall be grouped for any one building.

The Owner shall supply and install CSA approved meter sockets in accordance with Niagara Peninsula Energy specifications. The specific meter socket required will be indicated on the Offer to Connect issued by Niagara Peninsula Energy.

Where meters are intended to be screened, concealed, or fencing erected in the vicinity of meters, Niagara Peninsula Energy approval of the method to be used shall be obtained before construction.

In all cases, the Owner shall allow clear working space of not less than one (1) metre in front of the socket, from grade level to two (2) metres above grade.

The Owner shall clearly and permanently mark the dwelling unit numbers on all meter bases prior to energization. Costs incurred by Niagara Peninsula Energy due to incorrect or incomplete marking shall be borne by the Owner.

The meter bases shall be complete with a security collar and disc as specified by Niagara Peninsula Energy.

One meter will be provided at no charge. If any additional meters are requested, a capital contribution must be made to Niagara Peninsula Energy to cover the cost and

any related charges to the installation of the same prior to installation. The meters remain the property of Niagara Peninsula Energy.

3.1.6.9 Service Size

The minimum size of service allowed to any dwelling unit shall be in accordance with the Ontario Electrical Safety Code, latest edition. For services larger than 200A, the Owner shall consult with Niagara Peninsula Energy to determine requirements.

3.1.7 Subdivisions

This Section outlines the Regulations pertaining to the supply of electrical energy to Residential Subdivisions. Residential Subdivisions are defined as subdivisions developed on the basis of registered plans with the local municipality.

3.1.7.1 Early Consultation

As detailed regulations cannot be written which would be applicable to all cases, it is the Developer's responsibility to consult with Niagara Peninsula Energy in the early planning stages to ascertain the servicing requirements.

The Developer shall submit well in advance of commencement, the following information to Niagara Peninsula Energy:

- (a) Scaled plan of subdivision
- (b) Schedule of power requirements at defined stages of present and future development
- (c) Two sets of detailed engineering plans, sealed by a Professional Engineer and approved by the municipal authority
 - (b) Provision to supply other types of building or recreational facilities that may be constructed in addition to the dwellings.

3.1.7.2 Agreements, Cost Responsibilities, and Specifications

The Developer is required to enter into a standard Offer to Connect Agreement with Niagara Peninsula Energy. Documentation (specifications) is available upon request from Niagara Peninsula Energy's Engineering Department.

The Developer shall pay to Niagara Peninsula Energy all costs associated with the design, construction, inspection, switching, energization and installation of the Underground Electrical Supply System Services.

The Developer shall pay all costs associated with the preparation and registration of the Standard Residential Subdivision Agreement and necessary easements.

The Developer shall pay Niagara Peninsula Energy its share of the electrical feeder costs in the general planning area, which benefit the Developer's lands, as determined by Niagara Peninsula Energy.

At its discretion, Niagara Peninsula Energy may reimburse the Developer for feeder costs incurred which benefit other lands or developments in the general planning area.

The Developer shall pay a share of the costs for the design of a master electrical plan covering the surrounding area in which their subdivision is located, as determined by Niagara Peninsula Energy.

The Developer is responsible for the maintenance during an initial period after construction, as detailed in the standard agreement.

The Developer shall construct the electrical plant according to design and specifications for the installation of Underground Electrical Distribution Systems in Residential Subdivisions issued by Niagara Peninsula Energy.

3.2 General Service

This Section outlines the Regulations pertaining to the supply of electrical energy to General Service Customers. This includes those customers within the customer classifications of General Service Less Than 50kW and General Service 50 to 4999kW.

Common areas and parking of residential complexes or house services are deemed to be General Service.

General Service Less Than 50kW:

This class pertains to a non-residential customers taking electricity at 750 volts or less whose monthly average peak Demand is less than, or is forecast to be less than, 50 kW.

General Service 50 to 4,999 kW:

This classification refers to a non-residential account whose monthly average peak Demand is equal to or greater than, or is forecast to be equal to or greater than, 50 kW but less than 5,000 kW.

Limitations:

1. Niagara Peninsula Energy will supply one (1) service per individual property. Existing properties with more than one service will be required to combine them when any upgrade work is required to any one of the services. Where it is not technically feasible or a critical load is being served (e.g. hospital) as determined by Niagara Peninsula Energy, Niagara Peninsula Energy may, in its sole discretion, connect additional service(s) on the same property. Additional requirements may be required such as having a civic address for each individual building on the property that has a separate service.
2. No customer owned or supplied equipment is permitted on Niagara Peninsula Energy's poles or structures. Only wire, conduit etc. owned and maintained by Niagara Peninsula Energy will be attached to the distribution system.
3. Where Niagara Peninsula Energy supplies transformation this supply shall be governed by the following conditions:
 - a) The Customer shall obtain prior approval from Niagara Peninsula Energy for the use of any specific voltage at any specific location.
 - The use of 120/208 V and 347/600 V is available for 3 phase, pole mounted transformers up to a maximum of 150 kVA in size.
 - The use of 120/208 V is available for 3 phase pad mounted transformers up to 225 kVA for 4160/2400 V units and up to 500 kVA for units operating at higher standard utility primary voltages.
 - The use of 347/600 V is available for 3 phase pad mounted transformers up to 225 kVA for 4160/2400 V units, up to 500kVA for 8320/4800 V units and up to 1500 kVA for units operating at higher standard utility primary voltages.
4. No more than four (4) runs per phase of secondary conductor will be permitted.

3.2.1 Supply and Maintenance of Transformers and Primary Switchgear

3.2.1.1 Type “A” Customers

Niagara Peninsula Energy supplies, installs and maintains transformers and associated facilities for Customers, designated as Type “A” Customers. This customer type refers to a maximum service entrance capacity of 1600 Amp and whose ultimate maximum Demand will not exceed the specifications as outlined in Table 5.3 Demarcation Points.

3.2.1.2 Type “B” Customers

Customers whose maximum Demand exceeds those designated as Type “A”, shall be called Type “B”, and shall supply, install and maintain on their property, a substation consisting of transformers and associated switching facilities for receiving power at the available primary voltage, three phase, 4 wire. Generally, these Customers will have a service entrance exceeding 1600 Amps and require transformation. Refer to Table 5.3 for further details.

3.2.2 Early Consultation

The following information shall have to be submitted:

- (a) Required in-service date;
- (b) Voltage requirements;
- (c) Estimated initial maximum Demand;
- (d) Estimated future maximum Demand;
- (e) Specific listing of the types of loads for lighting, motors, welding, heating, air conditioning etc.
- (f) Electrical site plan bearing the seal of a Professional Engineer, to scale, showing the preferred location of the service entrance equipment from the point of entry to the delivery point;
- (g) Architectural site plan showing grading, trees, and other plantings;

(h) Service Entrance Capacity, voltage rating and interrupting capabilities of the main secondary service switch;

(i) Drawing of the main secondary distribution system, showing planned or proposed metering facilities;

(j) Apparent power (in kVA) of the substation transformers;

(k) Primary and secondary voltages (in Volts) of the substation transformers;

(l) Site plan showing the proposed locations for the substation and primary voltage distribution line on the Customer's property;

The Customer must obtain an Offer to Connect from Niagara Peninsula Energy, before proceeding with the installation of any service. Offers to Connect are guaranteed effective for a period not exceeding six (6) months. Failure to do so may result in the delivery point having to be relocated at the Customer's expense and possible time delays.

3.2.3 Electrical Service Characteristics

3.2.3.1 Type "A" Customers

The Customer shall be supplied at one service voltage at one delivery point to any building. There shall be only one point of entry for each land parcel except where:

- Niagara Peninsula Energy requires that a loop be completed for primary underground designs.
- Niagara Peninsula Energy considers it cost effective to supply a specific development on the property from a different supply point.

Where voltages are required by the Customer other than the standard utility supply voltage, the Customer shall supply, install and maintain its own internal transformers, including spares.

It is the Customer's responsibility to maintain a balanced, 3-phase load. Type "A" Customers requiring 3 phase power or energy, shall be supplied at one of the following nominal utilization voltages:

120/208 V	3 Phase	4 Wire
347/600 V	3 Phase	4 Wire

It is the Customer's responsibility to ensure that their service entrance equipment has an adequate short circuit interruption capability. Upon request, Niagara Peninsula Energy will advise the maximum available short circuit current at any specific location in its service territory.

Connections or disconnections of Niagara Peninsula Energy supply services shall not be performed by any party other than Niagara Peninsula Energy.

3.2.4 Delivery Point and Point of Entry Locations

Both the Delivery point and Point of entry locations must be approved by Niagara Peninsula Energy before proceeding with the installation of any service. Failure to do so may result in the delivery point and/or point of entry having to be relocated at the Customer's expense and possible time delays.

3.2.5 Overhead Line Construction to Type "A" Customers

3.2.5.1 Overhead Secondary Service Supply

Niagara Peninsula Energy will install, own and maintain one (1) overhead secondary service from its circuits on the public right-of-way or Niagara Peninsula Energy's easements to the Customer's Delivery point.

If a pole line or any other attachments are required on the Customer's property to support the service wires, these will be erected and maintained by the Customer.

If a pole line is required on the Customer's property, it shall be in accordance with Section 3.5 entitled Private Pole Lines, of these Regulations and with Electrical Safety Code, latest edition.

The point of the first attachment and meter shall not be more than 3 metres from the "front" of the building. For this clause, the "front" is defined as the side of the building nearest to Niagara Peninsula Energy's Point of entry for an existing service. For any new service, the "front" is defined as the address side of the building.

The point of the first attachment on the building shall be maintained to give 5.5 metres minimum clearance on the traveled roadway portion including the shoulder when it is necessary for the service wires to cross a thoroughfare. On low buildings, where the Customer cannot provide 5.5 metres of minimum clearance and the service wires are required to cross a thoroughfare, Niagara Peninsula Energy shall provide a service pole located on the public road allowance.

3.2.5.2 Overhead Primary Service Supply

Single phase 120/240V central metering services mounted on a customer owned pole will be permitted for new farms where the forecasted load exceeds 50kVA. The maximum allowable ampacity of a connected service is not to exceed 600A.

Three-phase central metering type services will not be permitted.

If a primary pole line is required on the Customer's property, it shall be in accordance with Section 3.5 entitled "Private Pole Lines", of these Regulations and with the Ontario Electrical Safety Code, latest edition.

3.2.6 Overhead Line Construction to Type "B" Customers

Niagara Peninsula Energy will facilitate a connection to one (1) overhead primary service from its circuits on the public right-of-way or Niagara Peninsula Energy's easements to the Customer's primary disconnect at no charge to the Customer, if the latter is located no more than one pole span from the Point of entry into the property. Before proceeding with the installation of the service, the location of the customer's primary disconnect must be approved by Niagara Peninsula Energy. Refer to Table 5.3 for further details.

If a pole line is required on the Customer's property, it shall be in accordance with Section 3.5 entitled Private Pole Lines, of these Regulations and with the Ontario Electrical Safety Code, latest edition.

3.2.7 Underground Line Construction to Type A and Type B Customers

Underground services installed by Niagara Peninsula Energy are sized according to the Customer's anticipated Demand and not necessarily as large as the size of the Customer's Service Entrance Capacity. Should future Demand exceed that of Niagara Peninsula Energy's service wires, the Customer shall pay the complete cost of service replacement.

The Customer shall provide all trenching, backfilling and ducting on the entire distance from the delivery point to Niagara Peninsula Energy's service pole or transformer, including road crossing, if necessary. The installation must conform to Niagara Peninsula Energy's specifications.

Before backfilling any electrical trench, the Customer shall contact Niagara Peninsula Energy and arrange for an inspection. Failure to do so will require reopening of the trench to permit the inspection at the Customer's expense.

Niagara Peninsula Energy will supply, install and maintain secondary service cables up to a 400 amp service entrance capacity from a point no more than 3 metres back from the address front of the building to a maximum of 30 metres. Refer to Table 5.3 for Standard Connection Allowance and Variable Connection Fees. A pull box may be requested by Niagara Peninsula Energy at the building outside the service entrance to facilitate the cable installation.

Niagara Peninsula Energy will install, supply and maintain one (1) underground primary service from its circuits on the public right-of-way, or Niagara Peninsula Energy's easement to the Customer's delivery point. Refer to Table 5.3 for Standard Connection Allowance and Variable Connection Fees.

Any outgoing primary cables and associated labour shall be Niagara Peninsula Energy's responsibility except where it is required to close an underground loop. In the case of the closure of an underground loop, the Customer will be assessed those costs.

Where Niagara Peninsula Energy has determined that cables may not be readily pulled through the duct bank, the Customer shall also supply, install and maintain a pulling manhole or pit on their property, in accordance with Niagara Peninsula Energy requirements.

Underground services installed by Niagara Peninsula Energy or its agents are maintained by Niagara Peninsula Energy, unless specifically documented otherwise to the Customer by Niagara Peninsula Energy. Following maintenance, surface restoration by Niagara Peninsula Energy will include only soil, sod, gravel or asphalt. Where damage can be shown to be the Customer's liability, maintenance and repair are at the Customer's expense.

Where Niagara Peninsula Energy supplies, installs and maintains transformers, on the Customer's property, the Customer shall:

(a) Supply, install and maintain the transformer pad and grounding in accordance with Niagara Peninsula Energy's specifications. This includes protective vehicular barriers.

(b) Supply, install and maintain secondary cables and connectors up to the transformer secondary bushings.

Note: Where it is not possible to place transformation on customer property, Niagara Peninsula Energy will supply, install and maintain secondary service cables up to a 400 Amp service entrance capacity. The customer is required to pay the total cost of the secondary service conductor in this circumstance.

(c) The Customer shall allow Niagara Peninsula Energy's vehicles unobstructed traffic rated access to the transformer location.

(d) Provide a transformer vault in lieu of a transformer pad where required by Niagara Peninsula Energy. Some examples of such special situations are:

- schools, private, public or separate
- public buildings
- buildings serviced with total underground distribution systems where there is no property to locate a pad mount transformer.

3.2.8 Equipment Rating in Customer-Owned Substations

The Customer shall supply high voltage fuses or breakers having 3 phase symmetrical short circuit capabilities in accordance with the following:

Supply Voltage (Volts)	Number of Wires	Short Circuit Capability (MVA)
2,400/4,160	4	250
4,800/8,320	4	250
8,000/13,800	4	500
16,000/27,600	4	800

Ultimate supply voltage, fuse characteristics, relay settings and surge arrester application shall be as specified by Niagara Peninsula Energy.

The Basic Impulse Levels (B.I.L.) of Customers' equipment shall be as follows:

Supply Voltage (Volts)	No. Of Wires	B.I.L. (Kilovolts)
2,400/4,160	4	60
4,800/8,320	4	95
8,000/13,800	4	110
16,000/27,600	4	125

3.2.9 Transformer Specifications When Supplied by Customer

Customers shall install transformers that are manufactured in accordance with Specification CAN/CSA C2 or C88, latest edition and Niagara Peninsula Energy's latest specification.

Niagara Peninsula Energy may specify that Customer's transformers be supplied with multiple high voltage windings, suitable for connection to two system voltages, in order to facilitate voltage conversions. Niagara Peninsula Energy may also specify special tap settings to accommodate system voltage variations.

All customer owned transformers are subject to a transformer loss evaluation by Niagara Peninsula Energy before approved for use on its distribution system.

3.2.10 Plans and Specifications for Customer Owned Sub-Stations

In addition to obtaining the approval of the Electrical Safety Authority for substation equipment, the Customer shall also obtain Niagara Peninsula Energy approval of any components which may affect Niagara Peninsula Energy system, e.g. cables, surge arrestors, terminators, protective and switching devices etc. This approval should be obtained well in advance of tender documents being issued.

Niagara Peninsula Energy will review and approve the original and one corrected proposal for each new substation free of charge. Costs of any additional review will be charged to the Customer as outlined in the Offer to Connect.

When modifications are being made to an existing substation without a substantial load increase, all costs of Niagara Peninsula Energy review and approval will be charged to the Customer.

To obtain approval the Customer shall submit to Niagara Peninsula Energy two copies of detailed plans and specifications, certified by a registered Professional Engineer, showing the following:

(a) Single line schematic diagram indicating:

- all voltages of the proposed installation
- transformer bank apparent rating (kVA), reactance, air, oil and other cooling
- protective and switching devices with short-circuit ratings

(b) Working drawings and specifications for the substation installation, including:

- detailed dimensions, in plan and elevation
- working and live parts clearances
- structures and guying for dead ending incoming lines
- material list
- interlocking schemes

(c) Survey plan and site plan indicating the location of the substation with respect to the public right-of-way

- (d) List of the lighting, motor, welding, heating and other loads
- (e) Ampere and voltage ratings of the main secondary service switch
- (f) Location and details of the metering equipment

3.2.11 Pre-Service Inspection and Energization of Customer Owned Substations

The Customer at their expense prior to energization shall submit a certified pre-service inspection report. A Contractor approved by Niagara Peninsula Energy and not by the same or affiliated Contractor responsible for the substation installation shall complete the inspection as specified by Niagara Peninsula Energy.

The report shall include the results of tests and checks as follows:

- (a) Transformer oil sample test including PCB content in ppm. (Parts per million)
- (b) Surge arrester data
- (c) Primary disconnect operation check
- (d) Transformer ratio test
- (e) High potential test of primary cables
- (f) High voltage fuse test data

Following receipt of a pre-service inspection, Niagara Peninsula Energy will perform an on-site inspection and, if satisfactory, energize the substation. There will be no charge for these services if scheduled in advance, during Niagara Peninsula Energy's normal working hours, and providing it is the first inspection and energization of a new or enlarged substation.

3.2.12 Operation of Primary Disconnect Devices on Customer Owned Sub-Stations

Customers shall permit access by Niagara Peninsula Energy's employees or authorized agents at all times in order to operate primary disconnect devices on Customer owned substations.

Customers may require the operation of primary disconnect devices for purposes of routine maintenance or other reasons. Niagara Peninsula Energy requires a minimum of one week's notice for planned operation of such devices. One primary disconnect will be performed free of charge during normal business hours in each calendar year. The customer will be charged at cost for any subsequent disconnection requests during the same calendar year for disconnections and/or reconnections requested outside of normal business hours. Niagara Peninsula Energy does not guarantee that

crews will be available for scheduled disconnections and reconnections and may be subject to delays or cancellation for reasons beyond Niagara Peninsula Energy's control such as weather. Niagara Peninsula Energy will not be liable to Customers for any such delays.

The Customer will ensure that the substation is maintained in a good state of repair and that the primary disconnect devices are accessible and operable.

Niagara Peninsula Energy will not be responsible for any associated costs to repair/refurbish/replace the primary disconnect device or any associated devices for a Customer owned primary disconnect that fails during normal operations.

Niagara Peninsula Energy will require Customers to enter into a written agreement pertaining to operation of primary disconnect devices. Under no circumstances are Customers permitted to operate primary disconnect devices other than through an approved agent of Niagara Peninsula Energy.

3.2.13 Maintenance of Customer Owned Sub-Stations

Customers are responsible for performing both regular and emergency maintenance on their substations. Customers should be aware at all times of the availability of materials and labour to perform emergency repairs in the event of a sudden substation failure. Niagara Peninsula Energy will provide advice regarding cause of failure, and will disconnect the supply, but will not repair Customer-owned substations.

3.2.14 Metering

3.2.14.1 General Requirements

Meters located inside electrical rooms must have a separate entrance with an outside door. The electrical room shall not only be accessible through the owner or the tenant's unit. Keys will be supplied and a key box will be installed to allow Niagara Peninsula Energy access at all times. Failure of access or non-compliance of a key box may result in disconnection and charges will apply. All keys must be supplied before the service is energized. Niagara Peninsula Energy requires advanced notice of any modification to existing electrical rooms.

A current floor plan must be provided to Niagara Peninsula Energy upon any modification or change.

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

- (a) The handle in the "open" position; and
- (b) The cover or door in the closed position.

When a disconnect device has been locked and tagged in the "OFF" position by Niagara Peninsula Energy, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Niagara Peninsula Energy. All disconnected switches and circuit breakers on the line side of Niagara Peninsula Energy metering shall have provisions for pad locking.

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

No Customer equipment shall be connected to any part of Niagara Peninsula Energy metering circuit.

3.2.14.2 Single-Point Metering

When only one point of metering is required, the metering will be installed outside at or near the pad mount transformer, or on the primary supply subject to Niagara Peninsula Energy metering standards. The Customer will supply the meter socket and/or any related apparatus as specified on the Offer to Connect. Installations that differ from the Offer to Connect will not be connected. Any costs incurred by the Customer to correct any installation to match the Offer to Connect are the Customer's responsibility.

3.2.14.3 Multi-Point Socket Metering

When multiple points of metering are required, the meters must be located inside an electrical room. The Customer will supply the meter socket and/or any related apparatus as specified on the Offer to Connect. The following conditions apply to all new and upgraded installations:

- (a) The owner shall clearly and permanently mark the unit numbers on all switches and meter sockets. A corresponding floor plan showing the unit number and location must be supplied to Niagara Peninsula Energy prior to being energized. Any changes to unit numbers or to the original floor plan must be provided to Niagara Peninsula Energy. All costs associated with correcting errors in unit assignments shall be borne by the owner of the facility.
- (b) Each individual meter located inside a building or premise requires a line side disconnecting device. The disconnecting device must incorporate a hasp that will accommodate a Niagara Peninsula Energy padlock.

3.2.14.4 Multi Suite Metering

Where all units within a multi-unit building are individually metered by Niagara Peninsula Energy, the building Owner shall provide a secure meter room or suitable enclosure within the building for the installation of a suite metering system.

Where Niagara Peninsula Energy is the electrical suite metering provider, Niagara Peninsula Energy will supply the suite metering equipment.

The Developer will supply and install the required suite metering communications cabling and conduit.

The developer will be responsible for installing transponders, power supplies, CT's and auxiliary meter equipment as supplied by Niagara Peninsula Energy.

Niagara Peninsula Energy will coordinate and review the suite metering installation requirements with the Developer.

3.2.15 Apartment and/or Office Buildings

The purpose of this Section is to outline the Regulations pertaining to the supply of electrical energy to apartment and/or office buildings. Apartment buildings are defined as having more than three dwelling units with shared entrance and exit facilities above the first storey. Office buildings are defined as having three or more tenants, with no single tenant occupying more than half of the building, and having shared entrance and exit facilities above the first storey.

3.2.15.1 Underground Supply

All Apartments and/or Office Buildings shall have an underground supply through a single point of entry and subject to conditions outlined in Section 3.

The Customer must obtain an Offer to Connect from Niagara Peninsula Energy, before proceeding with the installation of any service. Offers to Connect are guaranteed effective for a period not exceeding six (6) months. Failure to do so may result in the delivery point having to be relocated at the Customer's expense and possible time delays.

3.2.15.2 Supply Voltage

An Apartment and/or Office Building are supplied at one service voltage subject to the conditions in Section 3.

3.2.15.3 Supply of Equipment

Niagara Peninsula Energy shall supply, install and maintain the following:

- primary service
- transformers and primary switchgear subject to the requirements of section 3.2.1.
- meters and associated instrument transformers

The Owner shall supply, install and maintain the following:

- transformer pad/vault and associated equipment
- concrete-encased cable duct banks from the Point of entry to the pad/vault, meeting Niagara Peninsula Energy's specifications. Where Niagara Peninsula Energy has determined that cables may not be readily pulled through the duct bank, the Owner shall also supply, install and maintain a pulling manhole or pit, on their property, to Niagara Peninsula Energy's specifications.
- secondary service entrance equipment. For all service entrance capacities, only one main secondary disconnect device is to be installed per transformer.
- dry type transformers in those cases where special utilization voltages are required.

Niagara Peninsula Energy shall install primary cables from Niagara Peninsula Energy's distribution system to the pad/vault including splicing. Niagara Peninsula Energy shall maintain the primary cables unless specifically documented otherwise to the Owner by Niagara Peninsula Energy. Following maintenance, surface restoration by Niagara Peninsula Energy shall include soil, sod gravel or asphalt only. Where damage to primary cables can be shown to be the Owner's liability, maintenance and repair shall be at the Owner's expense.

3.2.15.4 Short Circuit Interrupting Capability

The Owner shall ensure that their service entrance equipment has an adequate short circuit interrupting capability. Niagara Peninsula Energy will advise, on request, the maximum available short circuit symmetrical current at any specific location in the service territory.

3.2.15.5 Metering

The metering requirements for Apartment and/or Office Buildings are stated in Section 3.2.14 of this document. In addition to the requirements listed below;

Apartments can be individually metered, suite metered, or bulk metered provided the installation meets the requirements of the Ontario Energy Board's Distribution System Code. If bulk metering is installed, provisions must be made by the customer for individual metering if required in the future. Any cost associated with converting to individual metering is the responsibility of the customer.

Niagara Peninsula Energy will supply and install at the Customer's expense all meters within an apartment building. Individual meters may be either socket meters or suite metering as determined in consultation with Niagara Peninsula Energy.

Meters must be located inside an electrical room. The Customer will supply the meter socket if applicable and/or any related apparatus as specified on the Offer to Connect. The following conditions apply to all new and upgraded installations:

- (a) The owner shall clearly and permanently mark the unit numbers on all switches and meter sockets as applicable. A corresponding floor plan showing the unit number and location must be supplied to Niagara Peninsula Energy prior to being energized. Any changes to unit numbers or to the original floor plan must be provided to Niagara Peninsula Energy. All costs associated with correcting errors in unit assignments shall be borne by the owner of the facility.
- (b) Each individual meter located inside a building or premise requires a line side disconnecting device. The disconnecting device must incorporate a hasp that will accommodate a Niagara Peninsula Energy padlock.
- (c) A House meter must be provided where there are multiple occupancies with individual metering. This includes two (2) occupancies with common area or heat.

3.2.16 Commercial/Industrial Plazas

The purpose of this Section is to outline the Regulations pertaining to the supply of electrical energy to Commercial and Industrial Plazas. A Commercial or Industrial Plaza is defined as a group of two or more industrial or commercial establishments, which may be combined with dwelling units, developed as a common unit. A Plaza may consist of two or more buildings on one land parcel.

3.2.16.1 Underground Supply

All Plazas shall have an underground supply through a single point of entry.

The Customer must obtain an Offer to Connect from Niagara Peninsula Energy before proceeding with the installation of any service. Location Reports are guaranteed effective for a period not exceeding six (6) months. Failure to do so may result in the Delivery point having to be relocated at the Customer's expense and possible time delays.

3.2.16.2 Supply Voltage

A Plaza is supplied at one service voltage only.

3.2.16.3 Supply of Equipment

Niagara Peninsula Energy shall supply, install and maintain the following:

- a. Primary service
- b. Transformers and primary switchgear subject to the requirements of section 3.2.1.
- c. Meters and associated instrument transformers

The Owner shall supply, install and maintain the following:

- a. Transformer pad/vault and associated equipment
- b. Concrete-encased cable duct banks from the Point of entry to the pad/vault, designed by the Owner to Niagara Peninsula Energy's specifications. Where Niagara Peninsula Energy has determined that cables may not be readily pulled through the duct bank, the Owner shall also supply, install and maintain a pulling manhole or pit, on their property, to Niagara Peninsula Energy's specifications.
- c. Secondary service entrance equipment. For all service entrance capacities, only one main secondary disconnect device is to be installed.
- d. Dry type transformers in those cases where special utilization voltages are required.

Niagara Peninsula Energy shall install primary cables from Niagara Peninsula Energy's distribution system to the pad/vault, including splicing. Niagara Peninsula Energy shall maintain the primary cables unless specifically documented otherwise to the Owner by Niagara Peninsula Energy. Following maintenance, surface restoration by Niagara Peninsula Energy shall include soil, sod, gravel or asphalt only. Where

damage to primary cables can be shown to be the Owner's liability, maintenance and repair shall be at the Owner's expense.

3.2.16.4 Short Circuit Interrupting Capability

The Owner shall ensure that their service entrance equipment has an adequate short circuit interrupting capability. Niagara Peninsula Energy will advise, on request, the maximum available short circuit symmetrical current at any specific location in the service territory.

3.2.16.5 Metering

The metering requirements for a commercial/industrial plaza are stated in Section 3.2.14 of this document.

3.2.17 Commercial/Industrial Sub-divisions

This Section outlines the Regulations pertaining to the supply of electrical energy to Commercial and Industrial Subdivisions.

The supply of distribution facilities is subject to a Power Service Study. Commercial and Industrial Subdivisions are defined as two or more commercial and industrial lots or complete subdivisions for commercial and industrial purposes.

3.2.17.1 Early Consultation

As detailed regulations cannot be written which would be applicable to all cases, it is the Developer's responsibility to consult with Niagara Peninsula Energy in the early planning stages to ascertain Niagara Peninsula Energy's requirements.

The Developer shall submit well in advance of commencement, the following information to Niagara Peninsula Energy:

- (a) Firm date when the first building in the Subdivision will require permanent power.
- (b) Survey plan of the lands, showing public rights-of-way and all easements required by local municipality and/or the Regional Municipality of Niagara.
- (c) General types of buildings to be constructed.
- (d) anticipated electrical loads

- (e) A written statement from the local municipality, as to whether the lands will require Site Development Plan Approval.

3.2.17.2 Underground Distribution Systems

For underground distribution systems, the following general requirements apply:

Niagara Peninsula Energy's Responsibilities

The following shall be Niagara Peninsula Energy's Responsibilities:

- (a) Design the electrical underground system of the Development.
- (b) Layout and locate all equipment and materials.
- (c) Perform all primary and secondary cable connections and/or terminations.
- (d) Review and approve all test results as submitted by the manufacturers for equipment and materials to be used in the Development.
- (e) Inspect all phases and details of Developer's work. Niagara Peninsula Energy's Inspector has the authority to refuse any work, which, in their opinion, does not conform to Niagara Peninsula Energy's standards and/or practices.

Developer's Responsibilities

The following shall be the Developer's Responsibilities per Niagara Peninsula Energy design, layout and specifications:

- (a) Order and purchase equipment and materials to Niagara Peninsula Energy's specifications.
- (b) Construct all facilities.
- (c) Dig trenches and install ducts for primary feeders.
- (d) Dig trenches and install ducts for individual secondary services from the Customer meter locations to the pad mounted transformers.
- (e) Pull secondary cables for individual locations to the pad mounted transformers.

The Developer shall construct the electrical plant according to "Specifications for the Installation of Underground Electrical Distribution Systems in Commercial and Industrial Subdivisions" issued by Niagara Peninsula Energy upon request.

3.2.17.3 Overhead Distribution Systems

For overhead distribution systems, the following general requirements apply:

Niagara Peninsula Energy's Responsibilities

The following shall be Niagara Peninsula Energy's Responsibilities:

- (a) Design the electrical system of the Development
- (b) Layout and locate all equipment and materials
- (c) Perform all primary and secondary cable connections and/or terminations
- (d) Review and approve all test results as submitted by the manufacturers for equipment and material to be used in the Development
- (e) Inspect all phases and details of Developer's work. Niagara Peninsula Energy's Inspector has the authority to refuse any work, which, in their opinion, does not conform to Niagara Peninsula Energy's standards and/or practices.

Developer's Responsibilities

The following shall be the Developer's Responsibilities per Niagara Peninsula Energy design, layout and specifications:

- (a) Order and purchase equipment and materials to Niagara Peninsula Energy's specifications.
- (b) Construct all facilities.
- (c) Dig trenches and install ducts for individual underground primary / secondary services from the pole mounted or pad mounted transformers to the customer's service entrance.
- (e) Pull secondary cables for individual locations from the pole mounted or pad mounted transformers to the customer's service entrance.

The Developer shall construct the electrical plant according to "Specifications for the Installation of Overhead Electrical Distribution Systems in Commercial and Industrial Subdivisions" issued by Niagara Peninsula Energy upon request.

3.2.17.4 Acceptance of Electrical Facilities Layout

The Developer shall be required to supply to Niagara Peninsula Energy written acceptance of the electrical facilities layout as designed, well in advance of construction commencement. Following this acceptance, any costs incurred by requested revisions by the Developer shall be borne by the Developer.

3.2.17.5 Agreements, Cost Responsibilities and Specifications

The Developer is required to enter into a Connection Agreement and sign an Offer to Connect with Niagara Peninsula Energy.

The Developer shall pay to Niagara Peninsula Energy all costs associated with the design, construction, inspection, switching, energization and installation of the Electrical Distribution System.

The Developer shall pay all costs associated with the preparation and registration of any and necessary easements.

The Developer shall pay Niagara Peninsula Energy a share of the electrical feeder costs in the general planning area, which benefit the Developer's lands, as determined by Niagara Peninsula Energy.

Niagara Peninsula Energy, at its discretion, may reimburse the Developer for feeder costs incurred which benefit other lands or developments in the general planning area.

The Developer shall pay a share of the costs for the design of a master electrical plan covering the surrounding area in which their subdivision is located, as determined by Niagara Peninsula Energy.

The Developer is responsible for the maintenance during an initial period after construction as detailed in the Offer to Connect.

3.2.18 Transformer Vaults

The purpose of this section is to outline the regulations pertaining to Customer owned transformer vaults.

3.2.18.1 Vault Requirements

The Owner shall submit to Niagara Peninsula Energy's, details of all vault requirements for approval well in advance of installation commencement.

The Customer shall supply, install and maintain the vault in accordance with applicable Federal, Provincial, and Municipal codes, as well as this Niagara Peninsula Energy's and the Electrical Safety Authority's installation and safety requirements.

Specific items subject to Niagara Peninsula Energy review and approval shall be:

- Vault location, access and working clearances.
- Vault Ventilation
- Vault drainage
- Lighting and convenience outlets

- Vault Doors.
- Provisions for Niagara Peninsula Energy temporary working grounds

3.2.18.2 Access to Vaults

The Customer shall allow Niagara Peninsula Energy's authorized personnel access to the transformer vault at all times, and shall prevent unauthorized persons from entering.

The Customer shall allow Niagara Peninsula Energy's vehicles unobstructed traffic rated access to the doors of the vault.

3.2.18.3 Maintenance and Costs

Niagara Peninsula Energy shall maintain all Niagara Peninsula Energy owned equipment within the vault.

General maintenance of the vault as well as Customer owned equipment shall be the responsibility of the Customer \ Owner.

3.3 Temporary Services

The purpose of this Section is to outline the Regulations pertaining to the supply of electrical energy on a temporary basis. This supply is used for construction purposes pending permanent installations. The delivery point shall not exceed ten (10) metres from the point of entry (Property Line). If the delivery point exceeds ten (10) metres from the point of entry, a private line is required as covered in Section 3.5.

3.3.1 Early Consultation

As detailed regulations cannot be written which would be applicable to all cases, it is the Owner's responsibility to consult with Niagara Peninsula Energy in the early planning stages to ascertain Niagara Peninsula Energy's requirements.

The Owner shall submit the following information to Niagara Peninsula Energy:

- (a) Required in-service date
- (b) Voltage requirements
- (c) Estimated maximum Demand
- (d) Specific listing of the types of loads for lighting, motor, heating, air conditioning, etc.

- (e) Plot plan, to scale, showing the proposed Delivery point location relative to the public right of way and property lot lines.

3.3.2 Service Entrance Location

The delivery point location shall have to be specified by Niagara Peninsula Energy before proceeding with the installation of any service. Failure to acquire an Offer to Connect from Niagara Peninsula Energy may result in the delivery point having to be relocated at the Customer's expense and possible time delays.

Offers to Connect shall be valid for a period of six (6) months only, from the date of issue.

3.3.3 Installation and Removal

Niagara Peninsula Energy shall:

(a) Install and remove all temporary services, except private pole lines, as covered in Section 3.5.

(b) Charge the Owner a fee when a temporary service is supplied from an existing Niagara Peninsula Energy circuit of adequate capacity. The delivery point shall not exceed ten (10) metres from the Point of entry (Property Line).

(c) Supply to the Owner, upon request, estimates for installation and removal charges for all temporary services.

The Owner shall pay, in advance, 100 percent of the estimated installation and removal costs.

Total actual costs will be calculated upon removal of the service.

3.3.4 Supply of Transformers

Niagara Peninsula Energy supplies, installs and maintains transformers up to 100 kVA single phase, and 500 kVA, 3-phase, at the Owner's expense, providing they are available from Niagara Peninsula Energy's normal inventory.

The transformer size actually supplied in any specific situation will be dependent upon the size being available from Niagara Peninsula Energy's normal inventory.

The Owner shall supply, install and maintain transformers larger than 100 kVA single-phase or 500 kVA three-phase, or any transformers required which are not available from Niagara Peninsula Energy's normal inventory.

3.3.5 Metering

The metering requirements for a temporary service are stated in Section 3.2.14 of this document.

3.3.6 Temporary Pole Requirements

Where a temporary service pole is required on the Owner's property, it shall be supplied by the Owner at their expense meeting the following requirements:

- (a) Pole heights and classes as per Section 3.5
- (b) The installation must meet the requirements of the Electrical Safety Authority

3.4 Motors

This Section outlines the Regulations pertaining to the starting requirements of induction motors. This is necessary to prevent disturbances that may reflect in Niagara Peninsula Energy's circuits.

Note: Supply voltage refers to the voltage at the Delivery point.

3.4.1 Review of Requirements

A Customer must submit the characteristics of any proposed motor installations to Niagara Peninsula Energy for review. Otherwise, all of the following articles shall apply.

3.4.2 Single Phase Motors

Motors connect at 120/240 V, single phase, shall not draw a maximum inrush current exceeding 75 A. With inrush currents up to these limits, across the line starting of single-phase motors is permitted.

Above this limit, motor characteristics shall have to be submitted to Niagara Peninsula Energy for review.

3.4.3 Three Phase Motors

Three phase induction motors can be started across the line within the limits shown in the following table:

Supply Voltage (Volts)	No. Of Wires	Maximum Horsepower (HP)
120/208	4	10
347/600	4	20
2,400/4,160	4	50
4,800/8,320	4	50
8,000/13,800	4	100
16,000/27,600	4	100

Above these limits, motor characteristics shall have to be submitted to Niagara Peninsula Energy for review.

3.4.4 Information Needed

When proposed motor installations exceed the limits outlined in this section, the Customer shall submit the following details to Niagara Peninsula Energy:

- (a) Number and types of motors, including any interlocking schemes
- (b) Connected voltage
- (c) Method of starting; either across the line, or reduced voltage
- (d) Maximum inrush currents at staged and full voltage
- (e) Frequency of starts per minute, hour or day, and the duration of the start cycle
- (f) Details of any motor installations, which may produce unacceptable voltage dips and/or harmonics in Niagara Peninsula Energy's circuits

3.4.5 Reduced Voltage Starting

The Customer shall provide information to Niagara Peninsula Energy regarding the type of starter and the number and value of voltage increments for review.

3.4.6 Electrical Disturbances

Any undesirable disturbance caused by a customer's connected motor load shall be subject to the requirements of Section 2.3.3.

3.5 Line Extensions and Private Pole Lines

3.5.1 Line Extensions

Line extensions are defined as those pole lines constructed on a public right of way. Line extensions are subject to a capital contribution economic evaluation and may require a capital contribution by the requesting party before construction begins. Niagara Peninsula Energy will provide the Customer an estimate of costs for these undertakings. The Customer may have the option of contracting construction of the extension to another suitable party subject to the terms and conditions contained within the Distribution System Code. In this case, Niagara Peninsula Energy must approve the design, and a Niagara Peninsula Energy pre-approved contractor must construct the line. Niagara Peninsula Energy will provide a list of pre-approved contractors to the Customer. Refer also to Section 2.1.2 – Expansions / Offer to Connect.

3.5.2 Private Pole Lines

The purpose of this Section is to outline the Regulations pertaining to the design and construction of privately owned poles, lines and attachments on private property. These are to be used for the supply of electrical energy and may accommodate Niagara Peninsula Energy-owned transformers, metering units, protective devices and/or other necessary equipment.

3.5.2.1 Owner Responsibility

Where a Private Pole Line is required, the Owner shall supply, install and maintain the line at their expense.

All electrical wiring and equipment apart from those items specifically installed by Niagara Peninsula Energy belong to and are the responsibility of the Customer. Upon request, Niagara Peninsula Energy will disconnect and reconnect its supply so that the Customer can perform maintenance.

Niagara Peninsula Energy does provide emergency service to determine the cause of electrical failure where in the opinion of Niagara Peninsula Energy, or as specifically set out elsewhere in this Regulation, such service is warranted. Where Niagara Peninsula Energy makes temporary or permanent repairs to a Customer's circuits or equipment, Niagara Peninsula Energy will render a charge.

The provision of emergency services does not relieve the Customer of their responsibility to maintain their circuits and equipment in safe and efficient conditions.

Where Niagara Peninsula Energy makes temporary repairs in an emergency to a Customer's circuits or equipment, it is the Customer's responsibility to have permanent repairs made as soon as possible. The repairs are subjected to inspection and approval by the Electrical Safety Authority.

3.5.2.2 Location Approval

The Owner shall contact Niagara Peninsula Energy to obtain an Offer to Connect prior to commencement of line construction. Failure to do so may require that the pole line be relocated resulting in additional expense to the Owner and possible time delays.

Offers to Connect shall be valid for a period of six (6) months only, from the date of issue.

3.5.2.3 Submission of Drawings

Drawings bearing the seal of a Professional Engineer, of the proposed installation shall be submitted to Niagara Peninsula Energy during the early planning stages of the project for approval before commencement of the work. These drawings shall indicate the following:

- (a) Location of the line on a scaled plot plan, including public rights-of-way, lot lines and adjacent obstructions such as fences, buildings, trees or other equipment
- (b) Voltage rating of the proposed line
- (c) Pole heights and specifications
- (d) Guying arrangements
- (e) Clearances between conductors
- (f) Conductor sizes and material
- (g) Location of transformers
- (h) Fusing

3.5.2.4 Pole Lines Specifications

Specifications shall be obtained from Niagara Peninsula Energy for each project before submitting drawings for approval. The following general requirements apply:

(a) Pole lines shall be constructed and guyed at each end independently from Niagara Peninsula Energy's lines. An additional guy wire may be required on the first pole to resist the angular tension from Niagara Peninsula Energy's nearest pole

(b) All the poles on the line and the transformer pole shall be of a height and class as specified by Niagara Peninsula Energy

(c) The first pole shall be within twenty (20) metres of the Point of entry (Property line). The first pole shall be located such that conductors from Niagara Peninsula Energy pole shall not trespass aurally over adjacent lands

(d) Maximum span length between poles shall not exceed sixty (60) metres

(e) All clearances and insulation levels must be designed for Niagara Peninsula Energy's line-to line voltage

(f) Minimum horizontal clearance of three (3) metres shall be required between any lot line and the nearest phase conductor. Clearances between phase conductors and adjacent buildings and structures shall be in accordance with the Ontario Electrical Safety Code, latest edition.

(g) Minimum pole classes and dimensions for poles on private property shall be:

- For secondary lines up to and including 600 V; provide Class 4, 11 metre (35 Foot) poles.
- For Single Phase primary lines up to and including 16,000 V; provide minimum Class 4, 12.5 metre (40 foot) poles.
- For Three phase primary lines up to and including 27,600 V; provide minimum Class 4, 14 metre (45 foot) poles.

Note: All transformer poles shall conform to the applicable phase and voltage requirements and additionally shall be minimum Class 3.

(h) The customer installation is subject to inspection and approval by the Electrical Safety Authority.

3.6 *Embedded Generation*

The connection and operation of a Customer's embedded generator must not endanger workers or jeopardize public safety, or adversely affect or compromise equipment owned or operated by Niagara Peninsula Energy, or the security, reliability, efficiency and the quality of electrical supply to other Customers connected to Niagara Peninsula Energy's distribution system.

The generation customer must meet the technical requirements outlined on Niagara Peninsula Energy's website. Please visit: www.npei.ca/

An Embedded Generator must enter into a Connection Agreement in a form acceptable to Niagara Peninsula Energy prior to connection of generation facilities to Niagara Peninsula Energy's distribution system.

3.7 *Embedded Market Participant*

Under the "Market Rules for the Independent Electricity System Operator", Chapter 2, section 1.2.1, "No persons shall participate in the IESO-administered markets or cause or permit electricity to be conveyed into, through or out of IESO-controlled grid unless that person has been authorized by the IESO to do so".

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

An Embedded Market Participant shall enter into a Connection Agreement in a form acceptable to Niagara Peninsula Energy and agreed to be bound by all of the Connection Agreement Terms and Conditions.

3.8 *Embedded Distributor*

All embedded distributors within the service jurisdiction of Niagara Peninsula Energy are required to inform Niagara Peninsula Energy of their status in writing 30 days prior to the supply of energy from Niagara Peninsula Energy. The terms and conditions applicable to the connection of an embedded distributor shall be included in the Connection Agreement with Niagara Peninsula Energy.

3.9 *Unmetered Connections*

This section refers to the following rate classifications.

Street Lighting:

This classification refers to an account for roadway lighting with a Municipality, Regional Municipality, Ministry of Transportation and private roadway lighting operation, controlled by photo cells. Street lighting profile is derived through the use of a “virtual street lighting meter” that uses a street light control eye, consistent with the model type and product manufacturer of devices currently in service in the Applicant’s distribution area, to simulate the exact daily conditions that the typical street light is exposed to. This simulated street light load is captured using an interval metering device, and is processed as part of the distributor’s daily interval meter interrogation, validation and processing procedures.

Unmetered Scattered Load:

This classification refers to an account taking electricity at 750 volts or less whose monthly average peak Demand is less than, or is forecast to be less than, 50 kW and the consumption is unmetered. Such connections include cable TV power supplies, bus shelters, telephone booths, traffic lights, railway crossings, etc. The customer will provide detailed manufacturer information/documentation with regard to electrical Demand/ consumption of the proposed unmetered load.

Sentinel Lighting:

This classification refers to accounts that are an unmetered lighting load supplied to a sentinel light.

3.9.1 Unmetered Load Customer Rights and Obligations:

Unmetered load customers have the following rights and obligations:

- The right to request information regarding estimated load and price data from Niagara Peninsula Energy.
- The right to request changes to information on file with respect to their unmetered load.
- An obligation to provide Niagara Peninsula Energy with the load data required and evidence to support the estimated data before any connection to the distribution system is made.

3.9.2 Unmetered Load Connection and Data Update Process

When Niagara Peninsula Energy agrees to an unmetered load connection to its distribution system, the following applies:

3.9.2.1 New Connection

It is Niagara Peninsula Energy's intention to meter all new service connections. In cases where loads are small and non-variable, Niagara Peninsula Energy at its sole discretion may permit connection of the load without a meter. The Customer shall provide detailed manufacturer information and documentation with regard to electrical demand and expected hours of operation of the proposed unmetered load. Niagara Peninsula Energy may require, at its sole discretion, that the Customer provides at its sole cost, a load study acceptable to Niagara Peninsula Energy in order to determine energy consumption. The load study may be from a certified laboratory or in-field meter measurements. Where the customer has previously conducted a load study for similar equipment with another distributor, Niagara Peninsula Energy will consider accepting the results in-lieu of further load study after detailed review.

3.9.2.2 Existing Connection

The unmetered load customer has an obligation to notify Niagara Peninsula Energy of any change to the unmetered load. The Customer shall notify Niagara Peninsula Energy's Engineering Department prior to making any changes to existing equipment or adding new equipment that is supplied by the unmetered connection. The Customer shall provide detailed evidence and documentation to substantiate the requested changes. Niagara Peninsula Energy may require, at its sole discretion that the Customer provides at its sole cost a load study acceptable to Niagara Peninsula Energy in order to determine energy consumption. Where the customer has previously conducted a load study for similar equipment with another distributor, Niagara Peninsula Energy will consider accepting the results in-lieu of further load study after detailed review. Niagara Peninsula Energy reserves the right to convert an unmetered load to a metered load if an update to the equipment results in the characteristics of the existing load being modified (e.g. from non-variable to variable).

After verifying the updated unmetered load data, Niagara Peninsula Energy will revise the customer billing data and communicate the changes to the customer. Each billing period, Niagara Peninsula Energy will calculate the appropriate energy consumption based on the updated data that has been filed by the unmetered load customer. This will be calculated as the sum of the products of the quantity of each type of device multiplied by the agreed upon load attributed to such device. This calculated energy consumption will be used within Niagara Peninsula Energy's billing system and have the appropriate rates applied as per the current effective Tariff of Rates and Charges as approved by the Ontario Energy Board.

3.9.3 Street Lighting

All services supplied to street lighting equipment owned by or operated for a municipality or the Province of Ontario shall be classified as Street Lighting Service. For rate structure details refer to Niagara Peninsula Energy's approved Tariff of Rates and Charges.

Street Lighting plant, facilities, or equipment owned by the Customer are subject to the Ontario Electrical Safety Code.

Costs related to the Connections of Street Lighting will be charged to the customer consistent with the Ownership Demarcation Point defined in Table 5.3 for various Street Lighting Distribution systems.

3.9.4 Traffic signals, Bus Shelter, and all other Unmetered Scattered Load

Each service is reviewed individually and is connected to Niagara Peninsula Energy's low voltage distribution system. An Electrical Safety Authority "Authorization to Connect" is required prior to connecting the service.

The Ownership Demarcation point is as follows:

- For Overhead - the top of the Customer's service standpipe/mast.
- For Underground – the line side of the fuse in the first hand well, tap box, junction box (as applicable) beyond Niagara Peninsula Energy's plant.

The basic connection entitlement covers the cost of connection from the demarcation point described above to Niagara Peninsula Energy's distribution system. Connection costs above and beyond the basic connection entitlement (e.g. one span of Overhead service lines or Underground conduit and associated service cables) will be charged to the customer.

4 SECTION 4 - GLOSSARY OF TERMS

In general, these definitions have been taken directly from the Distribution System Code.

Sources for Definitions:

A Electricity Act, 1998, Schedule A, Section 2, Definitions
Market Rules for the Ontario Electricity Market, Chapter 11, Definitions
Transitional Distribution License, Part I, Definitions
Transitional Transmission License, Part I, Definitions
Distribution System Code Definitions
Retail Settlement Code Definitions

“Accounting Procedures Handbook” means the handbook approved by the Board and in effect at the relevant time, which specifies the accounting records, accounting principles and accounting separation standards to be followed by the Distributor; (TDL, DSC);

“Affiliate Relationships Code” means the code, approved by the Board and in effect at the relevant time, which among other things establishes the standards and conditions for the interaction between electricity Distributors or transmitters and their respective affiliated companies; (TDL, DSC);

“Ancillary Services” means services necessary to maintain the reliability of the IESO controlled grid; including frequency control, voltage control, reactive power and operating reserve services; (MR, TDL, DSC);

“Apartment Building” means a structure containing four or more dwelling units having access from an interior corridor system or common entrance;

“Apparent Power” means the total power measured in kilovolt Amperes (kVA);

“Application for Service” means the agreement or contract with Niagara Peninsula Energy under which electrical service is requested;

“Bandwidth” means a Distributor’s defined tolerance used to flag data for further scrutiny at the stage in the VEE (validating, estimating and editing) process where a current reading is compared to a reading from an equivalent historical billing period.

For example, a 30 percent bandwidth means a current reading that is either 30 percent lower or 30 percent higher than the measurement from an equivalent historical billing period is identified by the VEE process as requiring further scrutiny and verification; (DSC);

“Board” or “OEB” means the Ontario Energy Board; (A, TDL, DSC);

“Building” means a building, portion of a building, structure or facility;

“Bulk Meter” means a device used to measure the aggregate electricity consumption of an apartment or multi-unit complex, and includes any associated equipment, systems and technologies, but does not include a meter. As defined in the *Energy Consumer Protection Act, 2010*;

“Canadian Standards Association (“CSA”) with reference to Standard CAN3-C235-87 (latest edition);

“Complex Metering Installation” means a metering installation where instrument transformers, test blocks, recorders, pulse duplicators and multiple meters may be employed (DSC);

“Conditions of Service” means the document developed by a Distributor in accordance with subsection 2.4 of the Code that describes the operating practices and connection rules for the Distributor (DSC);

“Connection” means the process of installing and activating connection assets in order to distribute electricity to a Customer (DSC);

“Connection Agreement” means an agreement entered into between a Distributor and a person connected to its distribution system that delineates the conditions of the connection and delivery of electricity to that connection (DSC);

“Connection Assets” means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on a Distributor’s main distribution system and the Ownership demarcation point with that Customer (DSC);

“Consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate (A, MR, TDL, DSC);

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes developers of residential or commercial subdivisions; (DSC) For the purpose of this Agreement, Customer and Owner will be considered as one and the same;

“Delivery Point” the point at which Niagara Peninsula Energy delivers power or energy to the Customer owned equipment (customer service entrance);

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

Where applicable, a Customer shall be billed for Demand based on the measured kilowatts or ninety percent (90%) of the measured kilovolt-amperes, whichever is greater. This provides an adjustment for a Customer with a power factor that is less than ninety percent (90%) leading or lagging.

“Demand Meter” means a meter that measures a Consumer’s peak usage during a specified period of time (DSC);

“Developer” means a person or persons owning property for which new or modified electrical services are to be installed;

“Disconnection” means a deactivation of connection assets that result in cessation of distribution services to a Consumer (DSC);

“Distribute”, with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less (A, MR, TDL, and DSC);

“Distributor”, otherwise known as Niagara Peninsula Energy Inc.;

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

“Distribution Loss Factor” means a factor or factors by which metered loads must be multiplied such that when summed equal the total measured load at the supply point(s) to the distribution system (RSC);

“Distribution Services” means services related to the distribution of electricity and the services the Board has required Distributors to carry out, for which a charge or rate has been approved by the Board under section 78 of the Ontario Energy Board Act (RSC, DSC);

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

“Distribution System Code” means the code, approved by the Board, and in effect at the relevant time, which, among other things, establishes the obligations of 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 (TDL, DSC);

“Duct Bank” means two or more ducts that may be encased in concrete used for the purpose of containing and protecting underground electric cables;

“Early Consultation” means information must be made available Niagara Peninsula Energy prior to any work being processed by the Engineering Department of Niagara Peninsula Energy. Customers (or Customer's Representatives, Architects, Consultants, Electricians) shall consult with Niagara Peninsula Energy in the early planning stages to ascertain what Niagara Peninsula Energy facilities and voltages are available at the specific location;

“Easement” is a legal document signed by the Owner of the Lands, any mortgages and Niagara Peninsula Energy, and registered against the lands. The easement document details all the rights and responsibilities of all parties concerned;

“Electricity Act” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A (MR, TDL, DSC);

“Electrical Safety Authority” or “ESA” means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority (A);

“Electric Service” means the Customer's conductors and equipment for energy from Niagara Peninsula Energy;

“Electronic Metering System” means a computerized tracking system that is used in an apartment or multi-unit complex through Customer supply of a modem and a private phone line to the main computer for the purpose of reading all the customer accounts;

“Embedded Distributor” means a Distributor who is not a wholesale market participant and that is provided electricity by a host Distributor (RSC, DSC);

“Embedded Generator” or “Embedded Generation Facility” means a generator whose generation facility is not directly connected to the IESO-controlled grid but instead is connected to a distribution system (DSC);

“Embedded Retail Generator” means an embedded generator that settles through a Distributor's retail settlements system and is not a wholesale market participant (DSC);

“Embedded Wholesale Consumer” means a Consumer who is a wholesale market participant whose facility is not directly connected to the IESO-controlled grid but is connected to a distribution system (DSC);

“Embedded Wholesale Generator” means an embedded generator that is a wholesale market participant (DSC);

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

“Emergency Backup” means a generation facility that has a transfer switch that isolates it from a distribution system (DSC);

“Energy” means the product of power multiplied by time, usually expressed in kilowatt-hours (kWh)

“Energy Competition Act” means the Energy Competition Act, 1998, S.O. 1998, c.15 (MR);

“Energy Diversion” (also known as “Power Diversion”) means the electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off load(s) before revenue meter or meter tampering

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

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

“Extreme Operating Conditions” means extreme operating conditions as defined in the Canadian Standards Association (“CSA”) Standard CAN3-C235-87 (latest edition);

“Four-Quadrant Interval Meter” means an interval meter that records power injected into a distribution system and the amount of electricity consumed by the Customer (DSC);

“General Service” means any service supplied to premises other than those designated as Residential and less than 50kW, Large User, or Municipal Street Lighting. This includes multi-unit residential establishments such as apartments buildings supplied through one service (bulk-metered);

“Generate”, with respect to electricity, means to produce electricity or provide ancillary services, other than ancillary services provided by a transmitter or Distributor through the operation of a transmission or distribution system (A, TDL, DSC);

“Generation Facility” means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or Distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose (A, MR, TDL, DSC);

“Generator” means a person who owns or operates a generation facility (A, MR, TDL, DSC);

“Geographic Distributor,” with respect to a load transfer, means the Distributor that is licensed to service a load transfer Customer and is responsible for connecting and billing the load transfer Customer (DSC);

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition.

Good utility practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America (MR, DSC);

“Holiday” means a Saturday, Sunday, Statutory holiday, or any day that the Board's offices are closed;

“Host Distributor” means the registered wholesale market participant Distributor who provides electricity to an embedded Distributor (RSC, DSC);

“House Service” means that portion of the electrical service in a multiple occupancy facility which is common to all occupants, (i.e. parking lot lighting, sign service, corridor and walkway lighting, et cetera);

“IEEE” means Institute of Electrical and Electronics Engineers;

“IESO” means the Independent Electricity Market Operator established under the Electricity Act (A, TDL, DSC);

“IESO-Controlled Grid” means the transmission systems with respect to which, pursuant to agreements, the IESO has authority to direct operation (A, TDL, DSC);

“Interval Meter” means a meter that measures and records electricity use on an hourly or sub-hourly basis (RSC, DSC);

“Large User” means a Customer with a monthly peak Demand of 5000 kW or greater, regardless the Demand occurs in the peak or off-peak periods, averaged over 12 months;

“Load Factor” means the ratio of average Demand for a designated time period (usually one month) to the maximum Demand occurring in that period;

“Load Transfer” means a network supply point of one Distributor that is supplied through the distribution network of another Distributor and where this supply point is not considered a wholesale supply or bulk sale point (DSC);

“Load Transfer Customer” means a Customer that is provided distribution services through a load transfer (DSC);

“Main Service” refers to Niagara Peninsula Energy’s incoming cables, bus duct, and disconnecting and protective equipment for a Building or from which all other metered sub-services are taken;

“Market Participant” has the meaning prescribed in the Market Rules;

“Market Rules” means the rules made under section 32 of the Electricity Act (MR, TDL, and DSC);

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

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

“Meter Service Provider” means any entity that performs metering services on behalf of a Distributor (DSC);

“Meter Socket” means the mounting device for accommodating a socket type revenue meter;

“Metering Services” means installation, testing, reading and maintenance of meters (DSC);

“MIST Meter” means an interval meter from which data is obtained and validated within a designated settlement timeframe. MIST refers to “Metering Inside the Settlement Timeframe” (RSC, DSC);

“MOST Meter” means an interval meter from which data is only available outside of the designated settlement timeframe. MOST refers to “Metering Outside the Settlement Timeframe” (RSC, DSC);

“Multiple Dwelling” means a Building, which contains more than one self-contained dwelling unit;

“Municipal Street Lighting” means all services supplied to street lighting equipment owned and operated for a municipal corporation;

“Niagara Peninsula Energy” shall mean Niagara Peninsula Energy Inc. the local electric distribution company for the City of Niagara Falls, Town of Lincoln, Township of West Lincoln, and The former Village of Fonthill (in the Town of Pelham) as of December 31, 1969 service territory; see section 1.2 Distribution System Overview;

“Non-Competitive Electricity Costs” means costs for services from the IESO that are not deemed by the Board to be competitive electricity services plus costs for distribution services, other than Standard Supply Service (SSS) (RSC);

“Normal Operating Conditions” means the operating conditions comply with the standards set by the Canadian Standards Association ("CSA") Standard CAN3-C235-87 (latest edition);

“Offer to Connect” is a form used by Niagara Peninsula Energy to illustrate electric servicing details, meter location, service routing and costs;

“Ontario Energy Board Act” means the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B (MR, DSC);

“Operational Demarcation Point” means the physical location at which a Distributor’s responsibility for operational control of distribution equipment including connection assets ends at the Customer (DSC);

“Overhead Distribution System” means all the facilities on overhead improved-appearance pole lines on public rights-of-way, plus all underground road crossings, in ducts, as specified by Niagara Peninsula Energy;

“Overhead Street Lighting System” means all the facilities required to illuminate all public streets, roads and/or other rights-of-way as determined by the City of Niagara Falls and Niagara Peninsula Energy, using the pole line of the Overhead Distribution System;

“Ownership Demarcation Point” means the physical location at which a Distributor’s Ownership of distribution equipment including connection assets ends at the Customer (DSC);

“Performance Standards” means the performance targets for the distribution and connection activities of the Distributor as established by the Board pursuant to the Ontario Energy Board Act and in the Rate Handbook (DSC);

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

“Physical Distributor” with respect to a load transfer, means the Distributor that provides physical delivery of electricity to a load transfer Customer, but is not responsible for connecting and billing the load transfers Customer directly (DSC);

“Plaza” means any Building containing two or more commercial business tenants;

“Point of Entry” means the point at which circuits cross from the public right of way or Niagara Peninsula Energy easements, to private property;

“Point of Supply” with respect to an embedded generator, means the connection point where electricity produced by the generator is injected into a distribution system (DSC);

“Power Factor” means the ratio between Real Power and Apparent Power (i.e. kW/kVA);

“Power Service Study” means a Power Service Study is a cost recovery analysis that determines the difference in cost between the Customers Basic Entitlement and the investment made by Niagara Peninsula Energy to provide such service. This method of investment recovery is designed to be fair and equitable to both Customers and Niagara Peninsula Energy;

“Pre-registered or Registered Plan” means a plan of development of surveyed lands, prepared by the Developer, and approved by the City of Niagara Falls, the Regional Municipality of Niagara and the Ontario Ministry of Housing and registered at the Registry Offices or Land Titles Division Offices;

“Primary Service” means any service, which is supplied with a nominal voltage greater than 750 volts;

“Private Property” means the property beyond the existing public street allowances;

“Rate” means any rate, charge or other consideration, and includes a penalty for late payment (TDL, DSC);

“Rate Handbook” means the document approved by the Board that outlines the regulatory mechanisms that will be applied in the setting of Distributor rates (RSC, DSC);

“Reactive Power” means the power component which does not produce work but is necessary to allow some equipment to operate, and is measured in kilovolt Amperes Reactive (kVAR);

“Real Power” means the power component required to do real work, which is measured in kiloWatts (kW);

“Regulations” means the regulations made under the *Ontario Energy Board Act* or the *Electricity Act* (TDL, DSC);

“Residential Service” means a service, which is less than 50kW supplied to single-family dwelling units that is for domestic or household purposes, including seasonal occupancy. At Niagara Peninsula Energy’s discretion, residential rates may be applied to apartment buildings with 6 or less units by simple application of the residential rate or by blocking the residential rate by the number of units;

“Retail” with respect to electricity means,

- a) to sell or offer to sell electricity to a Consumer
- b) to act as agent or broker for a Retailer with respect to the sale or offering for sale of electricity, or
- c) to act or offer to act as an agent or broker for a Consumer with respect to the sale or offering for sale of electricity (A, MR, TDL, DSC);

“Retail Settlement Code” means the code approved by the Board and in effect at the relevant time, which, among other things, establishes a Distributor’s obligations and responsibilities associated with financial settlement among Retailers and Consumers and provides for tracking and facilitating Consumers transfers among competitive Retailers (TDL, DSC);

“Retailer” means a person who retails electricity (A, MR, TDL, and DSC);

“Row-Type Multiple Dwelling” means a type of multiple family dwelling, including triplexes, double duplexes, townhouses etc;

“Secondary Service” means any service, which is supplied with a nominal voltage less than 750 Volts;

“Service Agreement” means the agreement that sets out the relationship between a licensed Retailer and a Distributor, in accordance with the provisions of Chapter 12 of the Retail Settlement Code (RSC);

“Service Area” with respect to a Distributor, means the area in which the Distributor is authorized by its license to distribute electricity (A, TDL, DSC);

“Service Date” means the date that the Customer and Niagara Peninsula Energy mutually agree upon to begin the supply of electricity by Niagara Peninsula Energy;

“Site Development Plan Approval” means a process of the City of Niagara Falls under which Commercial and Industrial Subdivisions are required to have both an Underground Distribution System and an Underground Street Lighting System;

“Standard Supply Service Code” means the code approved by the Board and in effect at the relevant time, which, among other things, establishes the minimum conditions that a Distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act (TDL);

“Street Lighting System” means all the facilities required to illuminate all public streets, roads and/or other rights of way as determined by the City of Niagara Falls and Niagara Peninsula Energy Electric Niagara Peninsula Energy;

“Strip Development” is defined as a development along existing road allowance where the Electrical Supply can be provided generally from existing plant along the road allowance. Strip Development is not applicable to new road allowance development where new distribution plant is required;

“Sub-Service” means a separately metered service that is taken from the main Building service;

“Suite Metering” means unit smart metering or unit sub-metering. As defined in the *Energy Consumer Protection Act, 2010*;

“Supply Voltage” means the voltage measured at the Customer's main service entrance equipment (typically below 750 volts). Operating conditions are defined in the Canadian Standards Association ("CSA") Standard CAN3-C235 (latest edition);

“Temporary Service” means an electrical service granted temporarily for such purposes as construction, real estate sales, and trailers;

“Terminal Pole” refers to Niagara Peninsula Energy's distribution pole on which the service supply cables are terminated;

“Total Losses” means the sum of distribution losses and unaccounted for energy (DSC);

“Transformer Room” means an isolated enclosure built to applicable codes to house transformers and associated electrical equipment;

“Transmission System” means a system for transmitting electricity, and includes any structures, equipment or other things used for that purpose (A, MR, TDL, DSC);

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

“Transmit”, with respect to electricity, means to convey electricity at voltages of more than 50 kilovolts (A, TDL, DSC);

“Transmitter” means a person who owns or operates a transmission system (A, MR, TDL, and DSC);

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

“Underground Distribution System” is referencing subdivisions, which means all the facilities required to supply electrical energy from existing Niagara Peninsula Energy circuits to the subdivision, up to the Point of Entry to each lot;

“Underground Street Lighting System” means all the facilities required to illuminate all public streets, roads and/or other rights-of-way as determined by the City of Niagara Falls and Niagara Peninsula Energy, using underground cables;

“Unmetered Loads” means electricity consumption that is not metered and is billed based on estimated usage (DSC);

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

“Validating, Estimating and Editing (VEE)” means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate missing metering data for settlement purposes (MR, DSC);

“Wholesale Buyer” means a person that purchases electricity or ancillary services in the IESO-administered markets or directly from a generator (TDL, DSC);

“Wholesale Market Participant”, means a person that sells or purchases electricity or ancillary services through the IESO-administered markets (RSC, DSC);

“Wholesale Settlement Cost” means costs for both competitive and non-competitive electricity services billed to a Distributor by the IESO or a host Distributor, or provided by an embedded retail generator or by a neighboring Distributor (RSC, DSC);

“Wholesale Supplier” means a person who sells electricity or ancillary services; through the IESO-administered markets or directly to another person, other than a Consumer (TDL, DSC)

“Winter Disconnection Ban” means the period commencing at 12:00 am on November 15th in one year and ending at 11:59 pm on April 30th in the following year (DSC);

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5 SECTION 5 – APPENDICES

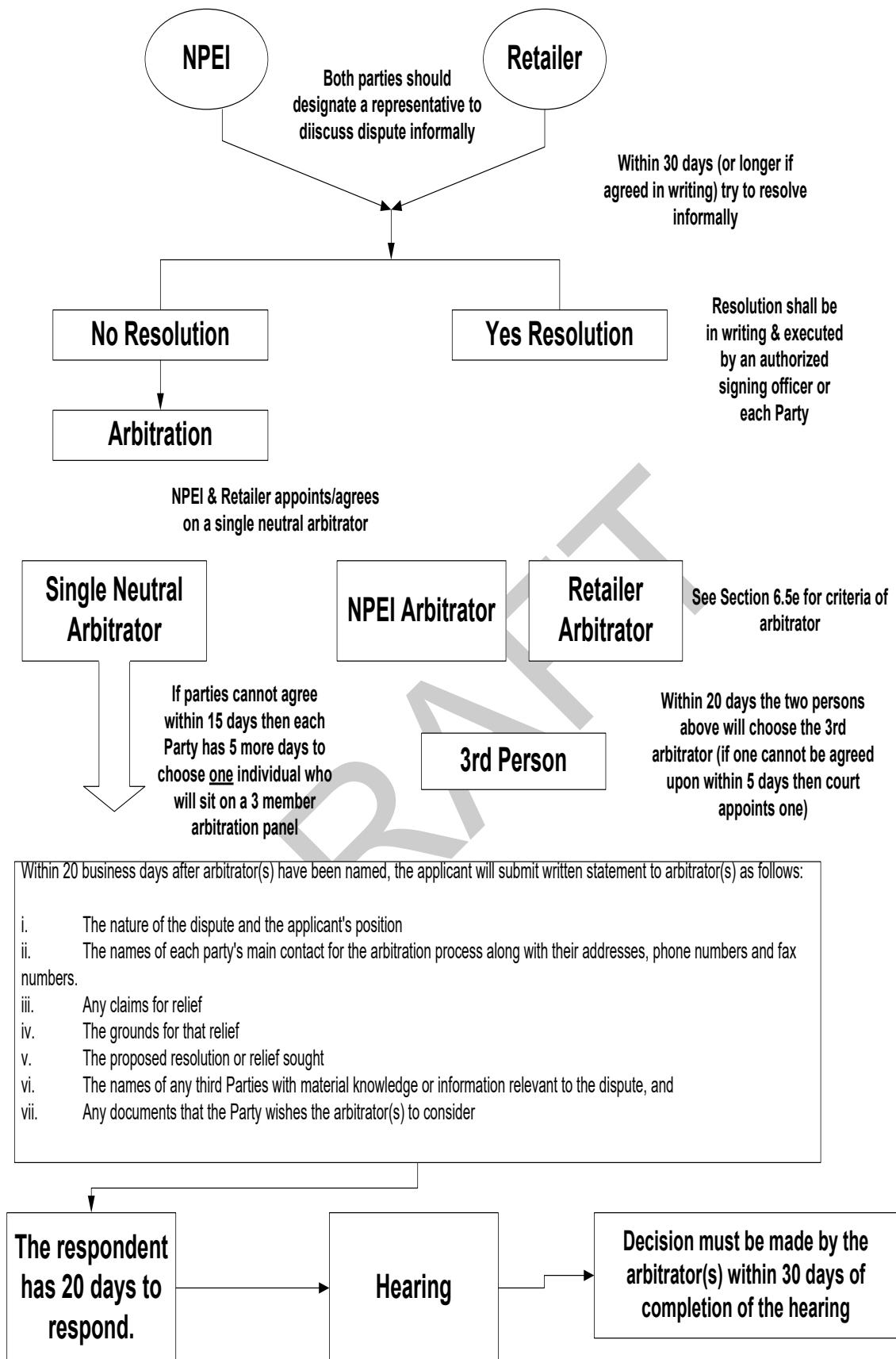
Niagara Peninsula Energy includes in this section, tables and documentation of the following organizational elements:

- Retailer Dispute Resolution Procedure
- Customer Dispute Resolution Procedure
- Demarcation Points and Charges For Connection For Customer Classes
- Offer to Connect

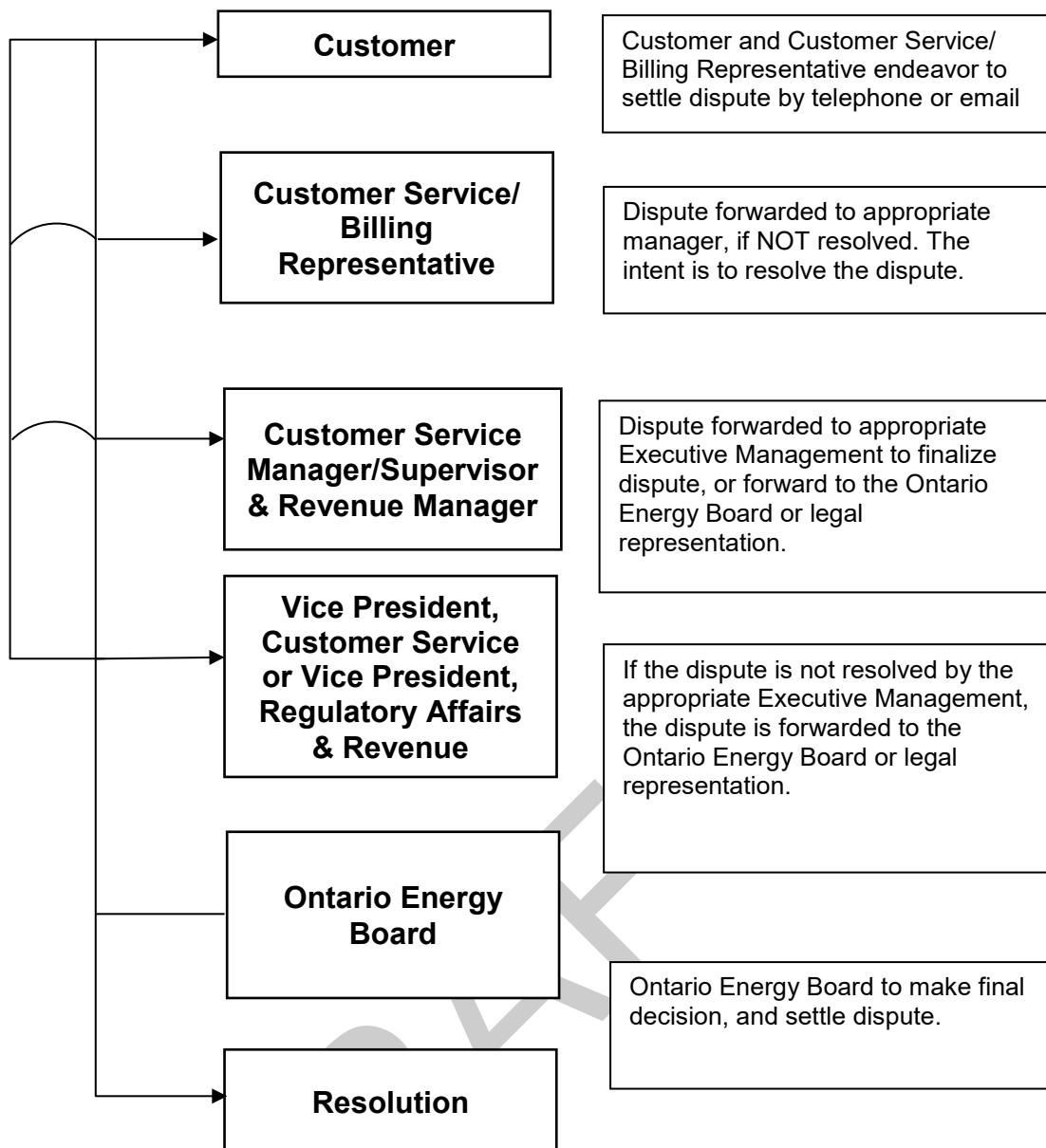
If further information is required on these procedures, Niagara Peninsula Energy will provide it to the inquiring party on a per request basis.

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5.1 Table 5.1 Retailer Dispute Resolution Procedures



5.2 Table 5.2 Customer Dispute Resolution Procedures



5.3 Table 5.3 Demarcation Points and Charges for Connection for Customer Classes

Residential – Single Service					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Unique Customer Requests/ Requirements
Overhead Service (OH)	Top of Customer's service mast/stack	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including transformation including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	N/A
Underground Service (UG)	Line side of Customer's meter base	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including transformation including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of the civil work/ trench
Overhead Service Requiring Transformer on Customer Property	Primary disconnect at the road allowance	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including 15kVA pole mount transformer	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customer supplies transformer pole, intermediate poles, anchors, and all secondary services from transformer

Residential – Single Service					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Unique Customer Requests/ Requirements
		including connections and crossing pole on road allowance if required			
Underground Service Requiring Pad Mounted Transformer on Customer Property	Secondary bushing of transformer	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including 15kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of civil work/trench
Underground Service for a lot in a Pre-Serviced Subdivision with Secondary Facilities to the Property Line 120/240 V 200 Amp Max.	Line side connections at Customer's meter base	Transformation, per lot connection of secondary triplex at lot line and 200A meter	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	N/A

Residential – Multiple Self Contained Dwellings					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Overhead Supplied by Utility, Secondary Single Phase, 3W 120/240 V 200 Amp Max.	Top of Customer's service mast/stack	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including 15kVA pole mount transformer and 200A meter. including connections and crossing pole on road allowance if required ¹	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance All meter costs beyond (1)	Customer to supply/install ganged meter location Total service aggregate not to exceed 240 amp (i.e. 4 units x 60 amp each)
Underground Supplied by Utility Secondary, Single Phase, 3W 120/240 V 400 Amp Max.	Line side of Customer's multi-position (ganged) meter base	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including 15kVA pole mount transformer and 200A meter. including connections and crossing pole on road allowance if required ²	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance All meter costs beyond (1)	Customer required to pay 100% of the civil work/trench Customer to supply/install ganged meter location Total service aggregate not to exceed 400 amps
Underground Requiring Pad mounted Transformation on Customer's Property, Single Phase 120/240 V, Row Type Structure Multiple Units/Multiple Structures	Line side of Customer's meter base(s)	Subject to cost study/revenue evaluation as per Niagara Peninsula Energy Subdivision/ Residential Underground Electrical Distribution Specifications	Subject to cost study/revenue evaluation as per Niagara Peninsula Energy Residential Underground Electrical Distribution Specifications	Subject to cost study/revenue evaluation as per Niagara Peninsula Energy Residential Underground Electrical Distribution Specifications	Servicing methodology subject to conformance to Niagara Peninsula Energy Residential Underground Electrical Distribution specifications

¹ Only one OH supply per registered property

² Only one UG supply per registered property

Residential – Multiple Self Contained Dwellings					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Underground Requiring Pad mounted Transformation on Customer's Property, 3 Phase 120/208 or 600/347 V, Apartment Type Complex	See relative general service consumers – Type "A" or Type "B" applicable to service size/Demand requirement				

General Service Consumers – Type "A"					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Overhead Service up to 100 KVA Pole Mounted Transformer, Single Phase 3W 120/240 V	Top of Customer's service mast/stack	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point 50kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	N/A

General Service Consumers – Type “A”					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Underground Service up to 100 KVA Pole Mounted Transformer, Single Phase 3W 120/240 V	Line side of Customer's meter base	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point 50kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of the civil work/ trench
Overhead Service Requiring Pole Mounted Transformer on Customer Property up to 100 KVA, Single Phase 3W 120/240 V	Primary disconnect at the road allowance	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point 50kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customer supplies transformer pole, intermediate poles, anchors, and all secondary services from transformer
Underground Service Requiring Pad Mounted Transformer on Customer property up to 100 KVA, Single Phase 3W 120/240 V	Secondary bushing of transformer	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point 50kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of civil work/trench & transformer foundation. Customer supplies and installs secondary services

General Service Consumers – Type “A”					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Overhead Service up to 150 KVA Pole Mounted Transformer, 3 Phase, 4W 120/208 V or 600/347 V	Top of Customer's service mast/stack	Equivalent value of up to 30m OH 1/0 quad from service point of entry to delivery point 150kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	N/A
Underground Service up to 150 KVA Pole Mounted Transformer 3 Phase, 4W 120/208 V or 600/347 V	Line side of Customer's meter base	Equivalent value of up to 30m OH 1/0 quad from service point of entry to delivery point 150kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of the civil work/ trench
Underground Service Requiring Pad Mounted Transformer on Customer property up to 1500 KVA, Three Phase 4W	Secondary bushings of transformer	Equivalent value of up to 30m OH 1/0 quad from service point of entry to delivery point 150kVA pole mount transformer and 200A meter including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of the civil work/ trench & transformer foundation Customer supplies and installs secondary services

General Service Commercial Consumers – Type “B”

Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Overhead Primary Supply to Customer Owned Equipment	Line side of the Customer's primary disconnect switch	Equivalent value of up to 30m of 3/0 ACSR OH primary line from service point of entry, including connections & crossing pole on road allowance	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	N/A
Underground Primary Supply to Customer Owned Equipment	Line side of the Customer's primary disconnect switch	Equivalent value of up to 30m of 3/0 ACSR OH primary line from service point of entry, including connections & crossing pole on road allowance	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customers will be required to pay 100% of cost of the civil work/trench as outlined in Section 3

Flat Rate Unmetered Services

Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Overhead - Single Service	Top of Customer's service mast/stack	Equivalent value of up to 30m OH 1/0 triplex from service point of entry to delivery point including 15kVA pole mount transformer and 200A meter. including connections and crossing pole on road allowance if required	Recovered through local utility charges	Actual costs beyond Standard Connection Allowance	Customer to supply details of connected equipment and load estimate

Flat Rate Unmetered Services					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Variable Connection Fees	Unique Customer Requests/ Requirements
Customer Owned Underground Service to Niagara Peninsula Energy Riser Pole Not Requiring Transformer Facilities on Customer's Property	Connection at the top of the weather head	Connection and Disconnection	Recovered through local utility charges	Customer charged Actual Costs beyond Standard Connection Allowance	Customer to supply details of connected equipment and load estimate

Street Lighting Unmetered Services					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Cost Beyond Standard Connection Allowance	Unique Customer Requests/ Requirements
Municipal Owned Lights Photo Controlled Attached to Niagara Peninsula Energy Owned Pole	Connection to Niagara Peninsula Energy owned secondary bus or connection of Municipal street light duplex wire to Niagara Peninsula Energy transformer	Nil	Actual costs	Actual costs	Supply of all facilities Municipality responsible for all streetlight installation
Municipal Owned Lights in an Underground Subdivision	Connection at LV terminals at Niagara Peninsula Energy pad mounted transformer or connections at riser pole to secondary.	Nil	Actual costs	Actual costs	Supply of all facilities Municipality responsible for all streetlight installation

Temporary Service					
Customer Category	Ownership Demarcation Point	Standard Connection Allowance	Basic Connection Fee (for Std. Allowance)	Cost Beyond Standard Connection Allowance	Unique Customer Requests/ Requirements
Overhead, Single Phase 120/240 V 200 Amp Max. Existing Transformation	Top of Customer's mast/stack	Up to 10m OH service wire from service point of entry to delivery point, including connection and removal	Current approved rate	Not Applicable	Nil
All Others	100% of all costs to Customer. Customer responsibilities and demarcation determined by Niagara Peninsula Energy on a per request basis only				

Note: Service Disconnection Fee's (Initiated by Customer Request) are recovered through local distribution charges or basic connection fee.

5.4 Table 5.4 Offer to Connect



OFFER TO CONNECT New Residential Service

Reference # 4759

For questions Contact Niagara Peninsula Energy Inc Customer Service Department at: [1-877-270-3938](tel:1-877-270-3938)

Date Issued: Nov 29, 2024
Expiry Date: May 29, 2025

Section 1 – Service and Point of Supply

Service Address:
1234 Main Street, Niagara Falls, Ontario L0R 2J0

Account Information:
Name John Smith
Mailing address 1234 Main Street, Niagara Falls, Ontario L0R 2J0

Specifics:
Primary Voltage:8.32kV Secondary Voltage:120/240V Service Size:200A Transformer Size:50kVA Transformer #71212
Meter Location:South-West corner of house Meter Qty:1

Demarcation Point:

Section 2 – Project Contact

Consultant Contact:	Electrician Contact:	Contractor Contact:
	Mr. Electric Inc. 1234 Main Street L0R 2A0	
Phone:	Phone:(905) 123-4567	Phone:
Cell:	Cell:(289) 123-4567	Cell:
Email:	Email:mr.electric@gmail.com	Email:

Section 3 – Firm Offer

The following is a firm offer for a NEW RESIDENTIAL SERVICE, as described below.

Material	\$1,786.89
Labour	\$2,324.54
Equipment	\$785.04
Admin/Handling Fee	\$100.00
<u>Standard Connection Allowance</u>	<u>*((\$8,536.56)</u>
Sub Total	\$0.00
H.S.T	\$0.00
Total	\$0.00

* Refer to the Niagara Peninsula Energy Inc. [Conditions of Service](#) at www.npei.ca for further information.

Section 4 – Scope of Work

NEW 200A RESIDENTIAL OVERHEAD SERVICE.
SEE SKETCH FOR METER LOCATION.

CUSTOMER TO:

- CUSTOMER TO HAVE ELECTRICIAN INSTALL METERBASE AND SERVICE MAST ACCORDING TO NPEI'S LATEST METERING STANDARD NPEMD-S001 FOR 120/240V 200A RATED SERVICE ENTRANCE.

NIAGARA PENINSULA ENERGY INC. TO:

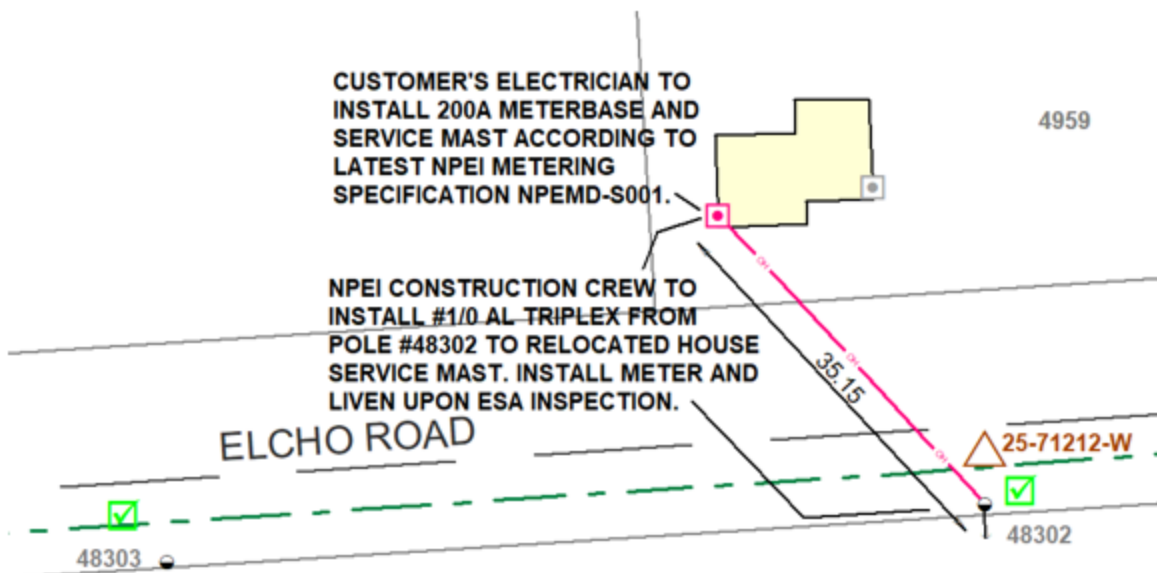
- NPEI TO INSTALL 36.0m OF OVERHEAD #1/0 AL TRIPLEX FROM POLE #48302 TO RELOCATED HOUSE SERVICE MAST.
- NPEI TO TERMINATE AND MAKE CONNECTIONS AT WEATHERHEAD ON SERVICE MAST.
- NPEI TO CONNECT POLE SIDE OF OVERHEAD #1/0 AL TRIPLEX TO EXISTING TRANSFORMER #71212.
- NPEI TO INSTALL NEW METER AND LIVEN SERVICE AFTER ESA INSPECTION.

OWNER TO FOLLOW UP WITH NIAGARA PENINSULA ENERGY INC. CUSTOMER SERVICE AT (905) 356 2681 FOR:

1. Completion of Connection Agreement
2. Completion of Offer to Connect
3. Status of ESA Inspection and Service Connection Date

ALL WORK TO FOLLOW NIAGARA PENINSULA ENERGY INC. AND ESA CODES/REGULATIONS

Section 5 – Location Schematic



Section 6 – Customer Acceptance

Please sign below if you are in agreement with the above offer and return to Niagara Peninsula Energy Inc. with payment of **\$0.00**. Amount quoted in offer to be paid prior to any commencement of work by Niagara Peninsula Energy Inc.

Final service connections and revenue metering will not be installed until an ESA Connection Authorization has been received. (Electrical Safety Authority 1-877-372-7233)

All civil excavations for electrical apparatus installation must be inspected by Niagara Peninsula Energy personnel or an authorized designate prior to backfilling. Failure to do so will result in rejection of the installed facility.

Payment must be made by **Money Order** or by **Cheque ONLY** and made out to Niagara Peninsula Energy Inc. Please provide Job Reference # **4759** on all documentation, payments and mailed to, courier to or deposited into the 24-hour drop box at the NPEI office at 7447 Pin Oak Drive, Niagara Falls, ON, L2E 6S9.

I acknowledge and accept the terms and conditions of this Offer to Connect.

Name: _____ Position: _____

Signature: _____ Date: _____

Please contact **CUSTOMER SERVICE** at 1-877-270-3938 (or info@npei.ca) with your Reference number to schedule an appointment with our field staff.

Please be advised NPEI **cannot** reconnect services without ESA inspection authorization.

All pricing is valid for six months from **Nov 29, 2024** until **May 29, 2025**. All information contained within this document is deemed accurate at time of preparation and may be subject to change without notice. Any changes to the service layout must be authorized by Niagara Peninsula Energy in writing through revision of this original form or by written addendum. Refer to the Niagara Peninsula Energy Inc. Conditions of Service at www.npei.ca for further information.

NPEI Internal Notes:

Meter-rack cost of \$0.00 included in material cost. If cost is 0, then no meter rack is required.

Section 7 – Notes

- 1) Any changes to the service location report must be authorized by Niagara Peninsula Energy in writing through revision of the original form or by written addendum.
- 2) For additional information, contact the Niagara Peninsula Energy Engineering office at 1-877-270-3938.
- 3) All Disconnects and Reconnects including meter removals must be performed by Niagara Peninsula Energy staff only. Pre-approval refers only to the agreement between the Electrical Safety Authority 1-877-372-7233 and the electrician for inspection purposes.
- 4) Meter locations must comply with height restrictions of C/L 1.75 meters +/- 10 centimeters with a maximum 3 meter setback from the wall of the building closest to the designated electrical supply point.
- 5) All meter bases must be the rectangular style.
- 6) On new or upgraded underground services the meter base rating must be 200 Amps. Acceptable bases are, Micro Electric M02-V, Hydell MSC400TW. Bases must have 1/2" stud type connectors.
- 7) Where the service is designated as overhead, utilizing a stack type service entrance, a two (2) bolt insulator bracket must be utilized for fastening the overhead triplex conductor to the building or support structure.
- 8) Under no circumstances will electricians be permitted to work in energized meter bases. If work is required within existing meter bases, isolation of the line side conductors must be performed.
- 9) Normal disconnection and reconnection services will not be performed by Niagara Peninsula Energy staff during periods of inclement weather.
- 10) If you would like to authorize a third party on your account, please complete the [Account Access for Information Form](https://www.npei.ca/online-resources/forms-and-applications). It can be found at <https://www.npei.ca/online-resources/forms-and-applications>.

APPENDIX 5.5

Distributor Specific Electric Vehicle Charging Connection Procedures (EVCCP) for Electric Vehicle Supply Equipment (EVSE) Connections

This appendix outlines NPEI-specific requirements pertaining to the EVCCP, as it relates to DSC requirements. Its primary objective is to enhance clarity by addressing connection requirements.

The DSC requires that a distributor provide its own appendix “Distributor Specific Electric Vehicle Charging Connection Requirements” document and attach or append it to its conditions of service. This appendix has been prepared to meet this requirement.

1. Connection Request

An EV Preliminary Consultation Information Request (EVPCIR) form can be completed online at www.npei.ca/info-resources/connecting-der/electric-vehicles.

A preliminary consultation is an optional step for customers, who may instead choose to proceed directly to a connection request.

The connection request for EVSE customers (Service Request Application Form) can be completed online at www.npei.ca/forms/forms-and-information.

2. Basic Connection for Non-Residential Customers

Basic connections will be as identified in sections 2.1.1.2 and 2.1.1.3 of these Conditions of Service. The basic connection defined for non-residential EVSE is determined by the size of service requested. EVSE connections will fall under either General Service Type A or General Service Type B Consumers and the basic connection entitlement provided will be as defined in Table 5.3 of these Conditions of Service.

3. Offer to Connect: Estimate or Firm Offer

3.1 As per section 2.1.1, the Offer to Connect where no expansion is required will be a firm offer.

3.2 As per section 2.1.2, where an expansion is required, the Offer to Connect provided will be an estimate of the costs to connect, not a firm offer. The final amount owing from the Customer will be based on actual costs incurred.

3.3 Niagara Peninsula Energy will calculate the first estimate and issue the first Offer to Connect at no expense to the Customer.

4. Capital Contribution

Per section 2.1.2.2, , Niagara Peninsula Energy may perform an economic evaluation to determine whether the future revenue from the Customer will pay for the capital and on-

going maintenance costs of the expansion project (refer to Appendix B within the Distribution System Code). Any shortfall identified represents the capital contribution required from the Customer.

5. Work Under the Alternative Bid Option

Per Section 2.1.2.1, When the Offer to Connect identifies a capital contribution requirement from the Customer, the Customer may be eligible to acquire alternative bids for parts of the system expansion identified within the offer to connect. Specifically, construction activities that do not involve interaction with the existing utility owned distribution system (i.e. green space development) are eligible for alternative bids.

Where the offer to connect meets the eligible conditions identified in the Distribution System Code, Niagara Peninsula Energy will inform the Customer that they may obtain other bids from contractors and consultants pre-qualified by Niagara Peninsula Energy for the eligible work.

6. Expansion Deposit

As per section 2.1.2.3, To save Niagara Peninsula Energy harmless as a result of Niagara Peninsula Energy investment in system expansion based on future estimated revenue recovery, the Customer shall enter into an Agreement and provide an expansion deposit to cover for the full cost of the system expansion. The expansion deposit shall be in the form of cash, letter of credit from a bank as defined in the Bank Act, or surety bond. The Customer may select the form of the expansion deposit. This expansion deposit is in addition to any other charges or deposits that may be required by Niagara Peninsula Energy and is to be provided prior to constructing the system expansion.

Niagara Peninsula Energy will refund all or a portion of the amount of the expansion deposit equal to the capital obligation of the utility based on the forecast Customer revenue, in a reasonable timely manner as specified in the Agreement.

Developers will be required to enter into an Offer to Connect Agreement.

This agreement will specify the securities to be posted and any necessary deposits.

7. Connection Agreement or Other Agreement

Per Section 2.1 all Customers requesting a new service for EVSE must enter into an Application for Service Agreement in the form provided by Niagara Peninsula Energy. The Service Agreement, also referred to as Connection Agreement, when signed, forms a binding contract between the Customer and Niagara Peninsula Energy, and will be evidence of the fact that Niagara Peninsula Energy and the Customer have accepted and mutually agreed to the terms of the Conditions of Service. The Connection Agreement can be completed online at www.npei.ca/forms/forms-and-information.

8. Applicable Service Conditions for Connecting New Service

All applicable service conditions required to be met for connection are defined in the Offer to Connect. Once all applicable service conditions are satisfied, the new service will be connected as defined below:

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

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

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