



Terms and Conditions of Customer Connection Agreement

Niagara Peninsula Energy Inc. is committed to protecting your privacy and confidentiality of your personal information. Any personally identifiable information about a customer is considered personal information and will be treated in accordance with our Privacy Policy.

The customer agrees to abide by the distributor's Conditions of Service, in effect and as amended from time to time.

The undersigned, (herein called the Customer) further agrees to:

- (1) Pay Niagara Peninsula Energy Inc. (herein called the Corporation) for the distribution services used by the customer at the location covered by this connection agreement from the date herein until such time as the customer no longer requires the service; and
- (2) To commence payment in accordance with the approved rates prescribed attributed to the appropriate class rating to which the service applies, on or before the due date shown on the first account rendered and to pay all accounts either monthly or as specified, thereafter.

The Customer and the Corporation agree to abide by these Terms and Conditions as outlined within this agreement. This connection agreement is a legal Contract when signed/agreed (includes electronic signature) to by the Customer and accepted by the Corporation.

1. The point of delivery of service and energy hereunder shall be a point on the premises of the Customer that is satisfactory to the Corporation. The Customer shall take delivery at the said point and shall from that point, provide all works necessary, and shall construct, maintain and operate the said works safely and efficiently. All electrical installations must be installed in accordance with the most current regulations of the Canadian Electrical Code, the Ontario Electrical Safety Code and Niagara Peninsula Energy Inc.'s Conditions of Service. All electrical installations are subject to inspection as required by the Electrical Safety Authority of Ontario and no connection of Niagara Peninsula Energy Inc.'s distribution system will be allowed without inspection approval.
2. The Customer agrees to be billed a one (1) time Occupancy Change Charge on the First Bill.
3. Rates may be revised by the Corporation from time to time, subject to the approval of the Ontario Energy Board.
4. Embedded generator facilities shall be settled monthly in accordance to the rules and guidelines as provided by the Independent Electricity System Operator (IESO.)

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Security Deposits

- 5a. The Customer agrees that on request of the Corporation they will pay a security deposit with the Corporation a sum of money as requested, to be held by the Corporation as a guarantee that the Customer will fulfill all the terms of this agreement.
- 5b. The Customer (Residential or Commercial) must MAINTAIN their security deposit when it is requested. The security deposit requirement may increase over time as the Customer's usage pattern develops. In order to maintain their deposit at the above mentioned levels, customers may be required to increase their minimum required deposit amount. A residential or commercial customer (Monthly Billing) is equal to 2.5 X the average bill.
- 5c. The security deposit for electricity is held on account for 1 year for residential and 5 years for small commercial and 7 years for large commercial with interest paid to the account monthly. The account will be continually reviewed. Refunds will be subject to a Good Payment History. A residential customer with a "Good Payment History" is defined as a residential customer that does not have more than one of the following during the most recent 12 month period and commercial customer within the most recent 60 or 84 month period:
- **One (1) Returned Payment, One (1) Disconnection Notice, One (1) 48 Hour Notice or One (1) Disconnection of Service**
6. If at any time a bill for service under this contract is in arrears or if the Customer fails to perform any other obligation hereunder the Corporation may, in addition to all other remedies, discontinue the service and/or terminate the contract, and upon such termination the Corporation may remove the meters and other equipment installed by It on the Customer's premises. A fee will be charged for collection and reconnection of these services.



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General Conditions as outlined within the Distribution System Code:

Space and Access

The customer agrees to provide suitable space for the distributor's meters, wires and where necessary poles, cables, transformers and all other appliances and equipment on the said premises and further agrees that no one who is not an agent of the distributor shall be permitted to remove, inspect or tamper with same, including seals and that the properly authorized agents of the distributor shall have reasonable access to the said premises for the purpose of reading, examining, preparing or removing their meters, wires, poles, cables, transformers and other appliances and equipment of the distributor and for the inspection of all the customer's appliances and wiring.

Responsibility for Equipment

Meters, wires, poles, cables, transformers and all other appliances and equipment of the distributor on the said premises shall be in the care and at the risk of the customer and if destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear, the customer shall pay to the distributor the value of such meters, wires, poles, cables, transformers, appliances and equipment, or the cost of repairing or replacing same.

Disconnection

The customer hereby expressly authorizes and empowers the distributor at the distributor's option to remove the meter, wires, poles, cables, transformers and all other appliances and equipment installed at the distributor's expense and discontinue the supply of electricity and terminate this agreement whenever any bills for the said service are in arrears or upon violation by the customer of any of the terms and conditions of this agreement.

Reliability

The distributor agrees to use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the customer's responsibility to provide for the protection of his equipment. From voltage variations, transient operations and single phasing.

Conditions of Service

The building must be supplied with electrical energy according to the distributors Conditions of Supply.

Binding

This agreement shall not be binding upon the distributor until accepted by it through a designated officer and shall not be modified or affected by any promise, agreement or representation by any agent or employee of the distributor unless incorporated in writing into this agreement before such acceptance.

Maintenance Requirements

The customer shall maintain the installation in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such time as the above requirements are complied with.



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The distributor reserves the right to require security for payment of future charges.

Termination

This agreement shall continue in force until terminated by notice in writing given by either party hereto thirty days in advance of termination.

Successors

It is agreed that the signatures of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the customer from this agreement except at the option and by written consent of the distributor.

Approval of Equipment

All electrical and mechanical equipment such as motors and welders used by the customer shall be subject to the reasonable approval of the distributor and the customer shall so take and use the electrical energy as not to endanger the apparatus of the distributor or cause any wide or abnormal fluctuations of its line voltage. Where practical, equipment with the highest power factor should be chosen and motors should be sized to match the load. Equipment performance characteristics shall be in accordance with the distributor's Conditions of Service.

Fire or Other Casualty

In case fire or other casualty occurs in said premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time, within said contract period, as the wiring shall have been repaired and approved by the ESA.