



## **Conditions of Service**

**Provident Energy Management Inc**

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# Conditions of Service

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## **SECTION 1 - INTRODUCTION**

### ***1.1 IDENTIFICATION OF PROVIDENT ENERGY MANAGEMENT INC.***

Provident Energy Management Inc. is incorporated under the laws of the Province of Ontario and is licensed as a smart sub-meterer of electricity by the Ontario Energy Board (OEB). Provident Energy Management Inc. operates in Ontario and installs, owns, operates and maintains its smart sub-metering systems within the buildings it services.

### ***1.2 RELATED CODES AND GOVERNING LAWS***

Provident Energy Management Inc.'s operations are governed or guided by the latest editions of the following Codes and Acts:

- Electricity Act, 1998
- Ontario Energy Board Act, 1998
- Smart Sub-meterer License
- Ontario Electrical Safety Code
- Electricity and Gas Inspection Act
- Smart Sub-meterer Code, 2008

In the event of a conflict between this document and Acts and/or regulatory Codes issued by the OEB, the provisions of the Acts and Codes shall prevail. In the event of a conflict between a commercial agreement with a Customer and these Conditions of Service, then these Conditions of Service shall prevail.

When planning and designing for electricity service, Customers and their agents must refer to all applicable Provincial and Canadian electrical codes, and to all other applicable Federal, Provincial and Municipal laws, regulations, codes and by-laws, to ensure compliance with their requirements. Without limiting the foregoing, work shall be performed in accordance with the Ontario Occupational Health and Safety Act, the Regulations for Construction Projects, the Regulations for Industrial Establishments and the Ontario Electrical Safety Code.

### ***1.3 INTERPRETATION***

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

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender



## **1.4 AMENDMENTS AND CHANGES**

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with the applicable laws, regulations and Codes listed in Section 1.2. The provisions of these Conditions of Service and any amendments thereto form part of any contract between Provident Energy Management Inc. and connected Customer, or their respective agent(s).

In the event of changes to these Conditions of Service, Provident Energy Management Inc. will provide notice of the changes before they become effective, and will post the current version of the Conditions of Service on its website ([www.Pemi.com](http://www.Pemi.com)). Upon request, Provident Energy Management Inc. will provide any Customer with a written copy of these Conditions of Service.

## **1.5 CONTACT INFORMATION**

Customers may contact Provident Energy Management Inc. using one of the following methods:

- Telephone
  - Customer Inquiries, Account Information, Billing, Monday to Friday, 9:00 a.m. to 4:30 p.m., excluding statutory holidays, 416-736-0630
- Facsimile - 416-736-4923
- Bill Payments by Mail to:  
Provident Energy Management Inc.  
100 Supertest Road  
Toronto, On M3J 2M2
- E-mail: [metering@pemi.com](mailto:metering@pemi.com)

## **SECTION 2 - SMART SUB-METERING CODE REQUIREMENTS**

### **2.1 SECURITY DEPOSIT PROCEDURE**

Except for Customers who meet the deposit waiver conditions described below, all Customers are required to either pay a security deposit or provide a guarantee to Provident Energy Management Inc. for payment of all amounts owing.

Security deposits must be in the form of (i) cash; (ii) cheque; or (iii) an irrevocable (standby) letter of credit, a bond or a letter of guarantee from a chartered bank, trust company or credit union; or (iv) a letter of guarantee from a reputable third party (i.e. parent company). The amount of the security deposit will be based on the billing factor times the estimated monthly bill based on the Customer's average monthly load during the most recent 12 consecutive months within the past two years. Where there is no established historical electricity consumption for the

service premises, a reasonable estimate will be made using information from a like property used for similar purposes.

The billing factors are as follows:

- 2.5 for monthly billed Customers
- 1.75 for bi-monthly billed Customers

If the Customer has no payment history with Provident Energy Management Inc., Provident Energy Management Inc. will determine the amount of the deposit based on the estimated electricity consumption or the electricity consumption for similar residential or commercial Customers. The minimum security deposit in all cases shall be \$160.00. Security Deposits may be paid over 4 installments.

Security deposits or guarantees may be waived for residential Customers if the following conditions are met:

- a) The Customer applies for the Automatic Payment Plan and provides a void cheque;
- b) The Customer has satisfied Provident Energy Management Inc. by providing evidence of a good payment record during the previous five (5) years with another utility, including gas, water, telephone or cable, in the form of a letter of reference from the utility; and
- c) The Customer provides an acceptable credit reference from a recognized credit agency

Security deposits or guarantees are required for all commercial Customers even if they have a good credit history. A letter of credit from a bank may be provided in lieu of cash security deposit.

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Provident Energy Management Inc. account when the account is closed.

Security deposits will be refunded when the account is closed or when the Customer has maintained an acceptable payment record with Provident Energy Management Inc. for a minimum period of one (1) year for residential Customers or five (5) years for commercial Customers. Interest shall accrue monthly on security deposits commencing upon receipt of the total deposit required. The interest rate on the cash security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent. Commercial security deposits will be refunded only when the account is closed.

Upon final billing of an account, cash security deposits with interest will be applied to the final bill, and any remainder will be refunded to the Customer. Non-cash security deposits (i.e. letter of credit) will be applied after the final bill due date, if full payment is not received from the Customer.



## **2.2 BILLING CYCLE PERIOD**

Provident Energy Management Inc may, at its option, render bills to its Customers on either a monthly, every two months, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by Provident Energy Management Inc.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising Provident Energy Management Inc. of the reason for the dispute. Provident Energy Management Inc. will promptly investigate all disputes and advise the Customer of the results. Provident Energy Management Inc. Dispute Resolution Procedure is set out in Section 2.4 of these Conditions of Service.

## **2.3 PAYMENT REQUIREMENTS**

Bills are rendered for energy services provided to the Customer. Bills are payable in full by the due date; otherwise, overdue interest charges will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.

Outstanding bills are subject to the collection process and may ultimately lead to the Customer's electricity service being discontinued. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears.

Provident Energy Management Inc. shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge will apply where the service has been disconnected due to non-payment.

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

Customers may be required to pay special charges and deposits, on request, including (without limitation) those charges set out in Section 3.5 of these Conditions of Service.

## **2.4 DISPUTE RESOLUTION PROCEDURE**

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with Customers, Provident Energy Management Inc. provides the following informal dispute resolution process:

**Step 1** To register a complaint, a Customer must e-mail the Provident Energy Management Inc. Customer Care Centre at [metering@pemi.com](mailto:metering@pemi.com) or write a letter to:

Provident Energy Management Inc.  
100 Supertest Road  
Toronto, On M3J 2M2

**Step 2** If the matter is not satisfactorily resolved in Step 1, the Customer may refer the matter to the President, Provident Energy Management Inc., who will address the matter in consultation with the applicable Manager and Department Head.

**Step 3** If the matter is not satisfactorily resolved in Step 2, the Customer may refer the matter to the OEB's Consumer Relations Centre.

Provident Energy Management Inc. shall keep a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution.

### **2.4.1 Meter Dispute Testing**

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and Provident Energy Management Inc. without resorting to the meter dispute test.

Either Provident Energy Management Inc. or the Customer may request the service of Measurement Canada to resolve a measurement dispute. If the Customer initiates the dispute, Provident Energy Management Inc. will charge the Customer a meter dispute fee. If the meter is found to be in-accurate and Measurement Canada rules in favor of the Customer, Provident Energy Management Inc. will refund the fee.

## **2.5 DISCONNECTIONS AND RECONNECTIONS**

Provident Energy Management Inc. reserves the right to disconnect the supply of electrical energy for causes including, but not limited to:

- Contravention of the laws of Canada or the Province of Ontario
- Adverse effect on the reliability and safety of the smart sub-metering system
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the smart sub-metering system
- A material decrease in the efficiency of the smart sub-metering system
- A materially adverse effect on the quality of distribution services received by an existing connection
- Inability of Provident Energy Management Inc. to perform planned inspections and maintenance
- Failure of the Consumer or Customer to comply with a directive of Provident Energy Management Inc. that Provident Energy Management Inc. makes for purposes of meeting its license obligations
- Overdue amounts payable to Provident Energy Management Inc. for the distribution of electricity
- Customer request
- Electrical Interference caused by Customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion
- Unauthorized energy use
- Any other conditions identified in these Conditions of Service



Provident Energy Management Inc. also reserves the right to disconnect the supply of electrical energy to a Customer for causes not limited to energy diversion, fraud or abuse on the part of the Customer. Such service may not be reconnected until the Customer rectifies the condition and provides full payment to Provident Energy Management Inc. including all costs incurred by Provident Energy Management Inc. arising from unauthorized energy use, including inspections, repair costs and the cost of disconnection and reconnection.

### **2.5.1 Disconnection Due To Non-Payment**

Provident Energy Management Inc. bills are to be paid in full by the due date specified on the bill. If the bill is still unpaid 15 calendar days after the due date, Provident Energy Management Inc. may issue a Notice of Disconnection to the Customer. Notice of Disconnections will be in writing and if given by mail shall be deemed to be received on the third business day after mailing. If the overdue amount is still unpaid 10 calendar days after the Notice of Disconnection is issued, the service may be disconnected and not restored until payment arrangements satisfactory to Provident Energy Management Inc. have been made, including costs of reconnection.

Reconnection requests must be made by the Customer to Provident Energy Management Inc.'s Customer Care Centre with proof of payment. The Customer will be given an appointment window for the reconnection. The Customer or an authorized representative must be present at Customer's residence at the time of reconnection.

Where Provident Energy Management Inc. disconnects a Customer for non-payment, Provident Energy Management Inc. will leave a Fire Safety Notice and any other available related public safety notices at the premises of the disconnected Customer.

Such discontinuance of service does not relieve the Customer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall Provident Energy Management Inc. be liable for any damage to the Customer's premises resulting from such discontinuance of service.

### **2.5.2 Disconnection Requested By Customer**

Upon receipt of a disconnection request by a Customer, Provident Energy Management Inc. will disconnect the supply of electricity and/or remove Provident Energy Management Inc. connection assets at the Customer's costs.

### **2.5.3 Disconnection Due To Unauthorized Energy Use**

Provident Energy Management Inc. reserves the right to disconnect the supply of electricity to a building or property where the building or property has, or appears to have, been used for unlawful purposes, including energy diversion or theft of power.



The supply of electricity to the building or property may not be reconnected for the existing Customer until Provident Energy Management Inc. receives full payment from the existing Customer of all reasonable costs and losses incurred by Provident Energy Management Inc. arising from the unauthorized energy use, including costs of inspections, repair costs, commodity costs, disconnection costs, and reconnection costs.

#### **2.5.4 Disconnection Due To Electrical Interference**

Upon discovery that electrical interference or a hazardous condition exists at a Customer's premises, Provident Energy Management Inc. will, if reasonable in the circumstances, notify the Customer to rectify the condition at once. If the Customer fails to make satisfactory arrangements to remedy the condition within a reasonable time, Provident Energy Management Inc. may discontinue service to that Customer.

Provident Energy Management Inc. shall not be liable for any damage to the Customer's premises resulting from such discontinuance of service.

### **SECTION 3 - OTHER PROVISIONS**

#### **3.1 CUSTOMER RIGHTS AND INFORMATION**

A Customer has the right to be provided with meter data information applicable to their consumption.

Customer information is collected subject to privacy regulations. Customers and authorized agents of Customers have the right to access current and historical usage information and data.

Provident Energy Management Inc. will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Consumer information cannot reasonably be identified, at no charge to another distributor, transmitter, the IESO or the OEB.

Provident Energy Management Inc. may charge a fee for all other requests for aggregated information.

#### **3.2 PROVIDENT ENERGY MANAGEMENT INC.'S RIGHTS**

Provident Energy Management Inc. rights include, but are not limited to, the following:

##### **3.2.1 Access to Customer Property**

Provident Energy Management Inc. shall have access to Customer property with the same rights as a distributor under Section 40 of the *Electricity Act, 1998*.

### **3.2.2 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 operating purposes. The Customer 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, Provident Energy Management Inc. may disconnect the supply of power to the Customer.

The Customer shall not build or maintain or cause to be built or maintained any structure that would or could affect the safety, reliability, or efficiency of Provident Energy Management Inc. meters and meter components.

### **3.2.3 Operating Control**

The Customer will provide a convenient and safe place, satisfactory to Provident Energy Management Inc., for installing, maintaining and operating its equipment in, on, or about the Customer's premises. Provident Energy Management Inc. 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 Provident Energy Management Inc. has no control.

No person shall remove, replace, alter, repair, inspect or tamper with equipment of Provident Energy Management Inc. except an employee or agent of Provident Energy Management Inc. or another person lawfully entitled to do so.

Customers will be required to pay the costs of repairs or replacement of Provident Energy Management Inc. equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

### **3.2.4 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 Provident Energy Management Inc.'s meters and meter components. If the Customer does not take such action within a reasonable time, Provident Energy Management Inc. may disconnect the supply of power to the Customer.

### **3.2.5 Repairs of Customer's Physical Structures**

Construction and maintenance and repairs of all structures housing and/or supporting the electrical infrastructure and Provident Energy Management Inc.'s Meters are the responsibility of the Customer.

The Customer is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.



### **3.3 CUSTOMER CONTRACTS**

**Standard Form of Contract** – Provident Energy Management Inc. requires all Customers and Consumers to enter into an Electricity Supply and Services Agreement in a form acceptable to Provident Energy Management Inc.

**Implied Contract** – In all cases, despite the absence of a written Electricity Supply and Services Agreement, the taking of electricity from Provident Energy Management Inc. by any Customer or Consumer constitutes the acceptance of the terms of Provident Energy Management Inc. Conditions of Service, as amended from time to time, and applicable charges as established by Provident Energy Management Inc. Such acceptance and use of electricity shall be deemed to be the acceptance of a binding contract with Provident Energy Management Inc., in the form of Provident Energy Management Inc. applicable standard form of Electricity Supply and Services Agreement.

### **3.4 CONVEYANCE OF ELECTRICITY**

#### **3.4.1 Interruptions to Supply**

Although it is Provident Energy Management Inc. policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to allow work on the meters or meter components. Provident Energy Management Inc. will endeavor to provide the Customers with reasonable notice of planned power interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment. Customers requiring a higher degree of security than that of normal supply are responsible to provide their own back-up or standby facilities. Customers may require special protective equipment on their premises to minimize the effect of momentary power interruptions.

#### **3.4.2 Power Quality**

If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operations of the equipment until satisfactory remedial action has been taken. If the Customer does not take such action within a reasonable time, Provident Energy Management Inc. may disconnect the supply of power to the Customer. Provident Energy Management Inc. may seek reimbursement for the time spent in investigating the problem. It is the responsibility of the Customer to provide protection from voltage variations and transient operations.

#### **3.4.3 Back-up Generators**

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



notify Provident Energy Management Inc. in all cases where Customer emergency generation provides supply to individual suites or units metered by Provident Energy Management Inc.

### **3.4.4 Metering**

Provident Energy Management Inc. will supply, install, own and maintain all meters, instrument transformers, ancillary devices and secondary wiring required for revenue metering. It is the Customers responsibility to provide a convenient, unobstructed and safe location for the installation of the metering equipment acceptable to Provident Energy Management Inc.

#### **3.4.4.1 General**

No person, except those authorized by Provident Energy Management Inc. may remove, connect, alter, or otherwise interfere with meters, wires or ancillary equipment. The Customer will be responsible for the care and safekeeping of Provident Energy Management Inc. meters and equipment on the Customer's property. If any Provident Energy Management Inc. equipment installed on the Customer's property is damaged, destroyed, or lost, the Customer will be liable to pay Provident Energy Management Inc. the value of such equipment, or at the option of Provident Energy Management Inc., the cost of repairing the same.

The metering location provided by the Customer shall be for the exclusive use of Provident Energy Management Inc. No equipment, other than that provided and installed for or by Provident Energy Management Inc. may be installed in any part of the Provident Energy Management Inc. metering work-space.

The Customer will be responsible to provide a proper power supply for all metering devices and components as per the Provident Energy Management Inc. design.

When a disconnect device has been locked and tagged in the "OFF" position by Provident Energy Management Inc., under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Provident Energy Management Inc.

#### **3.4.4.2 Metering Services Identification**

The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

#### **3.4.4.3 Working Space**

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with the Ontario Electrical Safety Code.

#### **3.4.4.4 Meter Access**

The Customer must provide or arrange free, safe and unobstructed access to any authorized representative of Provident Energy Management Inc. for the purpose of meter reading, meter changing, meter inspection, meter repair, disconnection or reconnection.

#### **3.4.4.5 Removal of Meter upon Termination of Contract**

The Customer must provide or arrange free, safe and unobstructed access to allow for the removal of Provident Energy Management Inc. metering equipment upon the termination of a contract

#### **3.4.4.6 Final Meter Reading**

When a service is no longer required, the Customer shall provide sufficient notice of the date the service is to be discontinued so that Provident Energy Management Inc. can obtain a final meter reading as close as possible to the final reading date. The Customer shall provide access to Provident Energy Management Inc. or its agents for this purpose.

If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

#### **3.4.4.7 Faulty Registration of Meters**

Metering electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. Provident Energy Management Inc. 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, Provident Energy Management Inc. will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by Provident Energy Management Inc., with due regard being given to any change in the characteristics of the installation and/or the demand. In circumstances involving Measurement Canada, if Measurement Canada determines that the Customer was overcharged; Provident Energy Management Inc. will reimburse the Customer for the amount incorrectly billed as directed by Measurement Canada.

### **3.5 TARIFFS AND CHARGES**

Charges for distribution services are made as set out in the Schedule of Charges available from Provident Energy Management Inc. These charges are subject to change from time to time.

Information about changes will also be mailed to all Customers with the first billing issued with revised charges.

In addition to the monthly service charge for distribution services and charges related to the supply of electricity, miscellaneous charges include, but are not limited to:

- New account set-up fee

- Security deposit
- Returned cheque
- Lawyers Letter Charge
- Meter Dispute Charge (where no defect found)
- Meter Removal Charge
- Statement of Account
- Disconnection charge
- Reconnection after hours charge
- Reconnection during regular hours charge
- Damage Charges
- Arrears certificates
- Credit check fee
- Late penalty
- Service calls

### ***3.6 ELECTRICITY SUPPLY DISRUPTIONS***

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of electricity, Provident Energy Management Inc. shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

### ***3.7 FORCE MAJEURE***

Neither Provident Energy Management Inc. nor any Customer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.



## **SECTION 4 - GLOSSARY OF TERMS**

“Board” or “OEB” is the Ontario Energy Board;

“Consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate;

“Customer” means a person that has contracted for or intends to contract for the individual metering of a unit(s) within a condominium or rental property. This includes condominium corporations or property owners;

“Disconnection” means the deactivation of connection assets that result in cessation of distribution services to a Consumer or Customer;

“Emergency” is 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;