



Conditions of Service (Electricity)

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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). 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, Collections (Monday to Friday, 9:00 a.m. to 5:00 p.m., excluding statutory holidays) 416-736-0630
- Facsimile 416-736-4923
- Mail to:
 - Provident Energy Management Inc.
20 Floral Parkway
Concord, ON
L4K 4R1
- E-mail: customerservice@pemi.com

SECTION 2 - SMART SUB-METERING CODE REQUIREMENTS

2.2 BILLING CYCLE PERIOD

Provident Energy Management Inc may, at its option, render bills to its Customers on either a monthly, bi-monthly, 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 suite having a lien placed on it or disconnection of services.

Customers may be required to pay special charges on request, including (without limitation) those charges set out in Section 3.4 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 Provident Energy Management Inc. Customer Service Department at customerservice@pemi.com or write a letter to:

Provident Energy Management Inc.

20 Floral Parkway
Concord, ON L4K 4R1

Step 2 If the matter is not satisfactorily resolved in Step 1, the Customer may refer the matter to the President of 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 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 favour of the Customer, Provident Energy Management Inc. will refund the fee.

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.

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.

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 CONVEYANCE OF ELECTRICITY

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 General Metering

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.

3.3.4.1 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.

3.3.4.2 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.

3.3.4.3 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.

3.3.4.4 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.

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.

3.3.4.5 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.

3.4 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.

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
- NSF Cheques
- Reference Letter
- Field Collection Charge
- Reconnection Fee(Business Hours)
- Reconnection Fee (After Hours)
- Meter Dispute Fee
- Re-print Invoice
- Archived Invoice (older than 13 months)
- Current Account Summary
- Archived Account Summary (older than 13 months)
- Service Calls
- Penalty Rate

3.5 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.

3.6 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 - SECURITY DEPOSIT

4.1 SECURITY DEPOSIT REQUIREMENTS

Unless otherwise expressly agreed to in a customer services agreement and except for customers who meet the security deposit waiver conditions described below, all customers are required to pay a security deposit.

Security deposits must be paid to Provident Energy Management Inc. using one of the following methods: (i) cash; (ii) cheque; (iii) money order; (iv) bank draft; (v) certified cheque (vi) an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46; or (vii) a letter of guarantee from a reputable third party (e.g., parent company).

The amount of the security deposit will not exceed 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 the average monthly load for the customer is not available, a reasonable estimate will be made using information from a similar property used for similar purposes. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, that customer's highest actual or estimated monthly load, rather than the customer's average monthly load, will be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

- 2.5 for monthly billed customers
- 1.75 for bi-monthly billed customers
- 1.5 for quarterly billed customers

4.2 PAYMENT BY INSTALLMENTS

Non-residential customers may pay security deposits in 4 equal monthly installments.

Residential customers may pay security deposits in 6 equal monthly installments, including where an existing security deposit has been applied against amounts owing as permitted by the Ontario Sub-metering Code (if applicable), and Provident Energy Management Inc. has requested the customer to repay the amount of the applied security deposit, or where Provident Energy Management Inc. has determined that the amount of the security deposit should be increased. Other than residential customers in Ontario, Provident Energy Management Inc. may require that any such repayments or additional security deposit be paid at the same time as the customer's next bill.

4.3 WAIVER CONDITIONS

Security deposits will be waived if any of the following conditions are met:

In the case of a residential customer, if the customer has demonstrated a good payment history of 1 year, and in the case of a non-residential customer, if the customer has demonstrated a good payment history of 3 years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months.

A customer is deemed to have a good payment history unless, during the relevant time period: (i) the customer has received more than 1 disconnection notice from Provident Energy Management Inc.; (ii) more than 1 cheque or more than 1 pre-authorized payment provided to Provident Energy Management Inc. has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) Provident Energy Management Inc. has applied a security deposit against an amount owing by the customer at the time and Provident Energy Management Inc. requested the customer to repay the amount of the security so applied.

A customer is also deemed to have a good payment history if the customer provides a letter from a licensed electricity distributor or gas distributor in Canada confirming a good payment history with that distributor during the relevant time period; or

In the case of a residential customer in Ontario, if the customer is an eligible low-income consumer and the customer requests a waiver of the applicable security deposit and meets the applicable waiver conditions under the Ontario Sub-metering Code.

A new residential consumer who has not been served by Provident Energy Management Inc. in the previous 24 months, can enroll in a pre-authorized payment plan and no security deposit shall be required. Provident Energy Management Inc. may require a security deposit from the pre-authorized consumer if: within 12 months of enrollment in a pre-authorized payment plan, (a) the consumer terminates the plan (b) the consumer receives more than one disconnection notice from the unit sub-meter provider; (c) more than one payment by the consumer has been returned for insufficient funds; or (d) a disconnect / collect trip has occurred. This does not apply if any of the events listed in paragraphs (b) to (d) occurred due to an error by Provident Energy Management Inc.

4.4 REFUND OR APPLICATION OF SECURITY DEPOSITS

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on an Provident Energy Management Inc. account when the account is closed, before Provident Energy Management Inc. initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.

Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Provident Energy Management Inc. for a minimum period of 1 year for residential customers or 3 years for non-residential customers. Upon a customer's request and provided that such request is made no earlier than 12 months after the payment of a security deposit or after the previous similar request, Provident Energy Management Inc. will review the customer's account to determine whether the security deposit will be refunded to the customer or adjusted to reflect the maximum amount of security deposit required by Provident Energy Management Inc.

Interest shall accrue monthly on security deposits paid by cash, cheque, money order or bank draft commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent. The interest accrued shall be paid out (including by application to the customer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the customer's account, whichever comes first.

Upon final billing of an account, security deposits paid by cash, cheque, money order or bank draft, plus interest, will be applied to the final bill, and any remainder will be refunded to the customer. Security deposits paid other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the customer.

SECTION 5 - DISCONNECTIONS AND RECONNECTIONS

5.1 DISCONNECTION RIGHTS

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

Provident Energy Management Inc.

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the sub-metering system or the building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system or the building's electrical distribution system;
- A material decrease in the efficiency of the sub-metering system or the building's electrical distribution 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 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.;
- Electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer); and □ Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

Provident Energy Management Inc. shall not be liable for any damage to the customer's premises resulting from any disconnection of service. A reconnection charge may apply.

5.1.1 Disconnection Due To Non-Payment

Provident Energy Management Inc.'s bills are to be paid in full by the due date specified on the bill. If the bill is still unpaid 20 days after the date the bill was issued, Provident Energy Management Inc. may issue a disconnection notice to the customer. A residential customer may, at any time prior to disconnection, designate a third party to also receive any future disconnection notices by notifying Provident Energy Management Inc. by fax, email or telephone communications.

The disconnection notice will be provided in writing and, if sent by mail, will be deemed to be received on the fifth calendar day after mailing, if delivered by personal service, will be deemed to be received on the date of the delivery, or if delivered by being posted on the customer's property, will be deemed to have been received on the date of such posting.

Where Provident Energy Management Inc. disconnects a customer for non-payment, Provident Energy Management Inc. will, as required by Applicable Laws, leave a Fire Safety Notice and any other public safety notices or information bulletins issued by public safety authorities and provided to Provident Energy Management Inc. at the premises of the disconnected customer.

Disconnections do not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of the contract.

Provident Energy Management Inc. will not disconnect a customer for non-payment until: (a) in the case of a residential customer that has provided Provident Energy Management Inc. with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or his/her spouse, dependent family member or other person that regularly resides with the customer, 60 days after the date on which the disconnection notice is received by the customer; or (b) in all other cases, 14 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60 or 14 day minimum notice period, as applicable.

At least seven days before issuing a disconnection notice for non-payment, a Provident Energy Management Inc. shall deliver an account overdue notice to the consumer by the consumer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by the distributor.

Provident Energy Management Inc. will not disconnect a customer for non-payment on a day Provident Energy Management Inc. is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.

Provident Energy Management Inc. will also make reasonable efforts to contact, in person or by telephone, a residential customer to whom it has issued a disconnection for non-payment at least 48 hours prior to the scheduled date of disconnection.

5.2 RECONNECTION PROCEDURES

Disconnected electricity service may not be reconnected (a) until the customer rectifies the condition leading to the disconnection, including all costs incurred by Provident Energy Management Inc. arising from any unauthorized electricity use, including inspections, repair costs, disconnection charges and reconnection charges, (b) until the customer provides full payment to Provident Energy Management Inc.; and/or (c) in accordance with the terms of an arrears payment agreement between Provident Energy Management Inc. and the customer.

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. In the event that the customer or an authorized representative is not available at the scheduled time for reconnection, the customer may be held responsible for additional costs, in addition to any applicable reconnection charges, incurred by Provident Energy Management Inc. to arrange for more than one reconnection appointment.

Reconnections for Ontario customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless Provident Energy Management Inc. erred in disconnecting the customer, it is the responsibility of the customer to pay for such inspection.

SECTION 6 – ARREARS MANAGEMENT AGREEMENTS

Provident Energy Management Inc. will make arrears management programs available to any residential Customer unable to pay their electricity charges. If a residential Customer who is unable to pay their electricity charges declines an arrears agreement, Provident Energy Management Inc. may proceed with disconnection and is not required to offer an arrears agreement after disconnection. Any security deposit will be applied to the amounts owing before entering into an arrears payment agreement with a residential consumer. Provident Energy Management shall offer an arrears payment agreement to non-residential consumers on reasonable terms.

Residential Customers may be required to make a down payment of up to fifteen (15) percent of the arrears, inclusive of, any accumulated late payment charges when entering into an arrears management agreement.

If an eligible low-income Customer enters into an arrears payment agreement for the first time, or a subsequent time, and have successfully completed a previous arrears payment agreement as an eligible low-income Customer, Provident Energy Management Inc. may require a down payment of up to ten (10) percent of the electricity charge arrears accumulated, including applicable late payment charges.

If a residential Customer owes less than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is five (5) months.

If a residential Customer owes more than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is ten (10) months.

The time periods to repay arrears under a low-income arrears agreement are:

- Eight (8) months if the amount the Customer owes is less than or equal to two (2) times their average monthly bill;

- Twelve (12) months if the amount the Customer owes is more than two (2) and less than or equal to five (5) times their average monthly bill; or
- Sixteen (16) months if the amount the Customer owes is more than five (5) times their average monthly bill.

Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, Provident Energy Management Inc. may cancel the arrears payment agreement.

Where an eligible low-income Customer defaults on more than two (2) occasions, over a two (2) month period, in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, Provident Energy Management Inc. may cancel the arrears payment agreement.

Customers will be given ten (10) days written notice before the agreement is cancelled, and the agreement will be reinstated if the Customer pays in full before the cancellation date.

If a residential Customer successfully completes an arrears payment agreement, he or she can request a new agreement after two (2) years of the completion date anniversary of the first agreement.

If an eligible low-income Customer successfully completes an arrears payment agreement, he or she can request a new agreement anytime needed thereafter. However, if a new arrears agreement is requested within twelve (12) months of the end of the first successfully completed low-income arrears agreement, Provident Energy Management Inc., may offer the new arrears agreement on the terms applicable to the standard Customer arrears agreement.

If a Customer (residential or non-residential) failed to perform their obligations under arrears payment agreement and the agreement was terminated, Provident Energy Management Inc. may require a Customer to wait one (1) year before entering another agreement.

SECTION 7 - 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;

APPENDIX 1






Provident Standard Service Charges

The following table outlines all additional fees which may be applicable:

Type	Total
New Account set-up fee	Varies
NSF/Bank Returns	\$50.00
Reference Letter	\$15.00
Final Collection Notice Charge	\$30.00
Reconnection Fee (Business Hours)	\$65.00
Reconnection Fee (After Hours)	\$185.00
Meter Dispute Fee	\$125.00
Re-print Invoice	\$20.00
Archived Invoice (older than 13 months)	\$25.00
Current Account Summary	\$15.00
Archived Account Summary (older than 13 months)	\$25.00
Service Call	\$125.00
Penalty Rate	1.50%

** Fees are subject to HST

Fees are subject to change without notice

20 Floral Parkway, Concord, Ontario L4K 4R1
Telephone: 416.736.0630  Fax: 416.736.4923  info@pemi.com  www.pemi.com