



# **CONDITIONS OF SERVICE**

## **UNIT SUB-METERING**

Effective: June 5, 2016

Revised: July 11, 2022

ND Energy Inc. reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.

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## **1. INTRODUCTION**

### **1.1 Identification**

ND Energy Inc. (ND Energy) is licensed by the Ontario Energy Board (OEB) to engage in providing and maintaining submetering services including, but not limited to, billing and collection of payment in respect to electricity consumed, and any other activities necessary or permitted to be carried out.

The OEB's Unit Sub-Metering Code (USC) requires every Unit Sub-metering Licensee to set out its operating practices and connection policies in a publicly available Conditions of Service document. This document constitutes ND Energy's Conditions of Service as required by the USC.

### **1.2 Related Codes And Governing Laws**

ND Energy shall comply with the applicable statutes, regulations and regulatory requirements of each Province in which it is doing business. These Conditions of Service relate to ND Energy's sub-metering services in all Canadian jurisdictions except Ontario. For ND Energy's Conditions of Service regarding services in the Province of Ontario, please visit: <http://www.ndenergyinc.com/conditions-of-service.html>.

### **1.3 Interpretation**

Within this Conditions of Service document, 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 gender include any gender.

### **1.4 Amendments And Changes**

ND Energy will provide advance notice of any pending changes to its Customers regarding the Conditions of Service by means of a note on, or included with, the Customer's bill. The notice will provide a proposed time-line for implementation of the new Conditions of Service. Customers may include written comments on the proposed changes to ND Energy, who will review and respond, in writing, to each comment.

These Conditions of Service shall be deemed to have been automatically updated, from time to time, to comply with applicable statutes, regulations and regulatory requirements of each

Province in which ND Energy is doing business. These Conditions of Service form part of any Agreement (written or implied) between ND Energy and any Customer. By taking service from ND Energy, each Customer agrees to be bound by these Conditions of Service, even if no Agreement has been signed. These Conditions of Service supersede any previous Conditions of Service document whether written or oral of ND Energy or any of its predecessors.

Customers of ND Energy are responsible for contacting ND Energy to ensure that they have the most up to date copy of ND Energy's Conditions of Service. The current version of this document is, and all future versions, shall be posted on the ND Energy website at the internet address [www.ndenergyinc.com](http://www.ndenergyinc.com) and can be viewed from the website <http://www.ndenergyinc.com/conditions-of-service.html>.

## **1.5 Contact Information**

Mailing Address:

ND Energy Inc.

Suite #301-6205A Airport Road

Mississauga, ON L4V 1E1

Email: [info@ndenergyinc.com](mailto:info@ndenergyinc.com)

Telephone:

Phone: (905) 612-9879

Fax: (905) 612-0259

Regular Business Hours:

Monday to Friday between 9:00am and 5:00pm Eastern time excluding statutory holidays, Civic Holiday, and Remembrance Day.

## 2. GLOSSARY OF TERMS

In these Conditions of Service, the following terms have the corresponding meanings set out below.

**“Building”** means a multi-unit residential building or condominium building for which ND Energy has contracted to provide sub-metering and related services.

**“Building Owner”** means the owner, developer, or a condominium corporation of a Building, as applicable, which has contracted with ND Energy to provide sub-metering and related services.

**“Conditions of Service”** means this Conditions of Service document and all appendices hereto.

**“Consumer”** means a person who requires an account with ND Energy in order to receive metering and billing services.

**“Disconnection”** means to deactivate or limit the distributions services and/or the supply of electricity to a Consumer.

**“Electricity Act”** means the *Electricity Act, 1998*, S.O. 1998, c.15, Schedule A, as this statute may be amended from time to time.

**“Invoice”** means the monthly invoice issued to a Consumer.

**“Measurement Canada”** means the agency of Industry Canada responsible for prescribing measurement, service and other standards relating to the electricity distribution industry in Canada, and its successors and assigns.

**“OEB”** means the Ontario Energy Board.

**“Ontario Energy Board Act”** means the *Ontario Energy Board Act, 1998*, S.O. 1998 c.15, Schedule B, as this statute may be amended from time to time.

**“Services”** means the sub-metering and billing services provided by ND Energy; and

**“Unit”** means a condominium or rental unit of a building.

### **3. METER PRACTICES**

#### **3.1 Metering**

ND Energy will supply, install, own, and maintain the sub-meter. The location of the sub-meter shall be in compliance with ND Energy's specifications and as agreed to with the Building owner.

#### **3.2 Meter Reading**

ND Energy will read meters for consumption of electricity. If a meter reading cannot be obtained, ND Energy may estimate the Consumer's consumption to be the Consumer's Average Bill. Any overpayments or underpayments of the Consumer's account will be addressed in accordance with Section 5.6 of these Conditions of Service.

#### **3.3 Meter Tampering**

ND Energy has the right to notify Measurement Canada, police officials, the Electrical Safety Authority and other entities upon identification of meter tampering or possible meter tampering. Each Consumer acknowledges and consents to ND Energy providing personal information about the Consumer to these entities to the extent reasonably related to meter tampering or possible metering tampering. The Consumer shall cooperate with ND Energy in its exercise of appropriate diligence in detecting and acting upon instances of tampering with metering equipment.

#### **3.4 Metering Disputes and Testing**

If the Consumer has any concerns or inquiries regarding billing with ND Energy, ND Energy will investigate and resolve the issue. ND Energy will review the Consumer's account and consumption, and identify any errors in potential meter readings or billing. The majority of billing inquiries can be resolved without resorting to a meter dispute test.

Should the Consumer be unsatisfied with the results from ND Energy, either ND Energy or the Consumer may request the services of Measurement Canada. The Consumer will be responsible for all associated fees of the investigation if the Consumer complaint is found to be not substantiated.

#### **3.5 Disconnection**

ND Energy reserves the right to disconnect the supply of electricity to a Consumer under, but not limited to, any one or more of the following circumstances:

- a. contravention of the laws of Canada or the Province of Ontario, including Ontario's Electrical Safety Code;

- b. adverse effect on the reliability and safety of the Sub-metering System or the exempt distributor's distribution system;
- c. imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Sub-metering System or the exempt distributor's distribution system;
- d. a material decrease in the efficiency of the Sub-metering System or the exempt distributor's distribution system;
- e. a materially adverse effect on the quality of distribution services received by an existing connection;
- f. inability of ND Energy to perform planned inspections and maintenance;
- g. failure of the Consumer to comply with a directive of ND Energy that ND Energy makes for purposes of meeting its licence obligations; and
- h. the Consumer owes ND Energy money for Services or for a security deposit. ND Energy shall provide the consumer a reasonable opportunity to provide the security deposit consistent with its security deposit policy as set out in these Conditions of Service.
- i. any other grounds for disconnection identified in this Conditions of Service document.

### **3.6 Disconnection without Notice**

ND Energy may disconnect the supply of electricity to a Consumer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

Except in these circumstances, prior to disconnection for non-payment, ND Energy will provide to the Consumer:

- a. a notice of disconnection;
- b. the Fire Safety Notice of the Office of the Fire Marshal ;
- c. any other public safety notices or information bulletins issued by public safety authorities and provided to ND Energy, which provide information to Customers respecting dangers associated with the disconnection of electricity service;
- d. any other notice of disconnection specified under this Conditions of Service.

### **3.7 Disconnection For Non-payment of Account**

ND Energy's bills are to be paid in full by the stated due date, otherwise late payment and administration charges may apply. Generally, ND Energy's bills are due sixteen (16) days after they are rendered. Bills due on Saturday or Sunday are automatically moved to the next business day following. Any outstanding amounts owed to ND Energy may be subject to a collection process and the Disconnection of electricity service if all outstanding amounts, including any security deposits owing, are not paid by day fifteen (15) after the original due date.

If Customer provides ND Energy with documentation from a physician confirming that Disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, dependent family member or other person that regularly resides with the Customer, then ND Energy will not disconnect electricity service for that Customer until sixty (60) days after the date on which the Disconnection notice is sent to that Customer. In all other cases, ND Energy will not disconnect electricity until at least ten (10) days from the date on which the Disconnection notice is received. The Disconnection notice is deemed to have been received by the Customer on the third business day after the date on which the notice was printed.

If payment is not received as required, ND Energy will make reasonable efforts to contact, by telephone or in person, the Customer to whom the unit sub-meter provider has issued a Disconnection notice for non-payment at least forty-eight (48) hours prior to the scheduled date of Disconnection. ND Energy may then proceed to disconnect electricity service to the Customer without any further notice. ND Energy will leave a Fire Safety Notice at the Customer's premises upon Disconnection of service.

Disconnection notices will include information required by the relevant such as the earliest and latest date on which Disconnection may occur, the amount that is overdue for payment including applicable fees, that an arrears management program may be available, sources for obtaining additional assistance for eligible low-income consumers, and that Disconnection may take place whether or not the Customer is home at the time.

The Disconnection of service to a Customer by ND Energy does not relieve the Customer of the liability to pay to ND Energy, in full, any amounts already owing or for Disconnection/reconnection, administrative and collection charges. ND Energy shall not be liable for any claims relating to the Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

A service charge shall be applied for services disconnected for non-payment. Subsequently there will be a separate service charge applied for reconnection of services, once payment has been received as required by ND Energy.

### **3.8 Temporary Disconnection Requested By Customer**

Should the Customer wish to disconnect electricity service for a temporary period, ND Energy must be notified in writing, at which time ND Energy will fulfill the request as soon as reasonably possible. Customers requesting this service will do so at the Customer's expense and must pay ND Energy in advance of electrical service being disconnected. Although electrical service is disconnected, the Customer will still receive bills from ND Energy for service and administrative fees. ND Energy shall not be liable for any claims relating to the

Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

### **3.9 Notification of Interruption of Service**

ND Energy, whenever possible, will notify Customers of planned outages of electricity services. ND Energy may not be able to provide Customers with notice of any such electrical outages if such outages are unplanned or due to an emergency situation.

### **3.10 Life Support/Medical Equipment**

Customers requiring power for medical or life support purposes must provide their own equipment designed for their needs. ND Energy requires that any Customer requiring uninterrupted electricity for these purposes inform ND Energy in writing of their needs. It is the responsibility of the Customer to keep ND Energy up to date with accurate information should that information change. The upkeep of such medical or life support equipment is the responsibility of the Customer. The Customer must also inform ND Energy of any permanent emergency generation device attached to any part of the premises metered by ND Energy.

### **3.11 Reconnection**

If the Invoice is unpaid after the due date, and eleven (11) days after the disconnection notice has been given to the Consumer, electricity service will be disconnected. Reconnection of electricity service will be restored once the reason of disconnection or limitation is resolved.

If the disconnection was due to non-payment, the service will be reconnected once the required outstanding balance has been paid, including but not limited to reconnection fees and an additional security deposit if deemed necessary.

ND Energy shall not be liable for any damage to the Consumer's premise or property resulting from the discontinuation of services and/or supply of electricity, nor relieves the Consumer of the liability for arrears or other applicable charges for the balance for the remaining term of contract.

## 4. PAYMENT

### 4.1 Security Deposits

ND Energy retains the right to collect a security deposit from any Customer to secure charges that ND Energy will process in the future. Security deposits may be collected when a Customer applies for service, or, when they fail to maintain a good payment history. Customers are considered to have good payment history when all of the following conditions are met:

- a. No more than one Disconnection notice has been sent;
- b. No Disconnection / reconnection trip has occurred; and
- c. No more than one non-sufficient funds (NSF) for either a bad cheque or pre-authorized payment has occurred.

When a residential Customer applies for service, ND Energy may require the payment of a security deposit, unless the Customer qualifies for an exemption from payment of a security deposit. A security deposit to a residential Customer will be waived under the following circumstances:

- a. A letter is provided from another Canadian electricity or gas distributor, or, another Canadian unit sub-metering company confirming the Customer's good payment history within the past twenty-four (24) months; or
- b. The Customer signs up with ND Energy to use pre-authorized payment for its account, or
- c. If the applicable rules or policies in the Province where the Customer receives service allow for a waiver of a security deposit for low-income consumers, and if the Customer qualifies as a low-income electricity consumer and requests that the security deposit be waived.

ND Energy may require a security deposit from all non-residential Customers.

If new Customers have no payment history with ND Energy, then ND Energy will determine the amount of the security deposit based on estimated electricity consumption, or, on electricity consumption of a similar Customer as determined by ND Energy. ND Energy will use a billing factor (a multiplier of the estimated Customer bill) to determine the total amount of the security deposit. The billing factors are as follows:

- a. 2.5 for Customers that are billed monthly;
- b. 1.75 for Customers that are billed bi-monthly;
- c. 1.5 for Customers that are billed quarterly.

The minimum security deposit is \$100. Security deposits will be accepted in any available means acceptable by ND Energy, including cash or cheque. Security deposits may be paid by a Customer in equal installments over a six month period.

In the event that a Customer fails to pay its security deposit, then ND Energy may treat this as a non-payment that is subject to ND Energy's Disconnection policy, as set out herein.

ND Energy will review Customer security deposits once per year, to determine whether there is a good payment history that qualifies the Customer for the return of its security deposit. If a Customer maintains a good payment history for the following periods of time:

- a. Residential Customers– 1 year;
- b. Non-residential Customers with less than 50 kW demand – 5 years;

then the Customer's security deposit will be refunded, with interest using Bank of Canada Prime minus 2%. All security deposits that are refunded will be done so as a credit on the Customer's bill from ND Energy. Should ND Energy still be holding the security deposit at the time of the final bill to the Customer, ND Energy will apply the security deposit to the final payment owing by the Customer. Should a deposit amount be left over after final application of the security deposit to the final bill ND Energy will issue a cheque to the Customer within six weeks of the final billing date. Any interest accrued will be refunded as a part of the security deposit.

Where a Customer who does not have a current security deposit with ND Energy fails to maintain good payment history, then ND Energy may require a security deposit from the Customer in order to continue to provide service. That security deposit will be calculated based on the Customer's estimated bill multiplied by the billing factor set out above. Customers who have received two or more Disconnection notices in a twelve (12) month period may be required to pay a security deposit calculated based on the Customer's highest actual bill over that period multiplied by the applicable billing factor.

Security deposits may be applied by ND Energy to any overdue account of the Customer against any utility charges owing at the time.

## **4.2 Billing Period**

ND Energy maintains the right to produce bills on a monthly, bi-monthly, quarterly or annual basis. Should a dispute arise about a meter reading the Customer must contact ND ENERGY and follow the dispute resolution process contained in section 5.9.

## **4.3 Payment Requirements**

ND Energy prepares and sends bills to Customers for the energy services, including the delivery, supply, metering and billing of electricity, provided to its Customers. Bills produced by ND

Energy are due in full on the indicated due date and full payment must be received at ND Energy's office by the due date. Bills that are not paid in full by the due date are subject to late payment and administration charges, as well as to ND Energy's Disconnection policy.

#### **4.4 Agreements**

ND Energy requires all Customers to enter into an Agreement with ND Energy to receive unit sub-metering services. ND Energy's current standard form of Agreement is included in the Appendices to the Conditions of Service. In any event, regardless of whether a signed Agreement exists, ND Energy has an implied Agreement, consistent with these Conditions of Service and ND Energy's then-current form of written contract with any Customer to whom ND Energy provides unit sub-metering services. A Customer who uses electricity supplied and/or delivered by ND Energy shall be liable for payment of ND Energy's bill, even in the absence of a signed Agreement. All Customers are subject to these Conditions of Service, regardless of whether they have signed any Agreement with ND Energy. Any implied Agreement as stated in this section shall be binding upon any administrators, executors, heirs, successors or assigns of the person or persons who receive the electricity supplied by ND Energy.

#### **4.5 Tenant Billing**

All accounts with ND Energy for a unit within a building must be originally set up in the Unit Owner's name (or Building Owner/landlord's name, in the case of a rental building). Upon ND Energy being contacted by a tenant for that unit to assume responsibility for an account, ND Energy will obtain a signed Agreement from the tenant and issue a final bill to the Unit Owner/landlord and create an account in the tenant's name (and the tenant will become the Customer). An account setup fee will be billed upon original setup of the account and when setting up a new tenant account or new Unit Owner/landlord account. The Unit Owner/landlord's name will not appear under the tenant's account and the Unit Owner/landlord will not be held responsible for any unpaid balances under the tenant's account.

A tenant who wishes to discontinue its account with ND Energy must provide ND Energy with a fully-executed Moving Out Notification Form (a copy of which is included in the Appendices to the Conditions of Service).

If there is no new tenant as of the move-out date specified in the Moving Out Notification Form, the account will revert back to the Unit Owner/landlord. The Unit Owner/landlord will not be charged another account setup fee. Bills from ND Energy for service charges and electricity to the unit will continue to be sent to the Unit Owner/landlord until a new tenant assumes responsibility of the account, even though the unit may be unoccupied.

## **5. CHARGES**

### **5.1 Billing Charges**

ND Energy will bill Customers for services provided, including their electricity usage (including commodity, delivery, regulatory and other approved charges), and will bill an administration fee to Customers for metering and billing services. The bills rendered by ND Energy to Customers will set out all amounts owing, in such form as required by local regulations. Customers are entitled to meter data information related to their account, and ND Energy will provide such information on request. Charges for administration and miscellaneous charges can vary per property, are subject to periodic adjustment, and are available upon request by the Customer. In addition to administration charges to the Customer, the following are a list of miscellaneous charges that may appear on a bill (other charges not listed may also apply):

- Account Setup Fee
- Security Deposit
- Non-Sufficient Funds Charge (NSF)
- Meter Dispute Charge
- Late Charge
- Disconnection / Reconnection Charge
- Statement of Account
- Service Call Charge

### **5.2 Estimating Bills**

ND Energy will make every reasonable attempt to obtain regular meter readings for the Customer. In the event that ND Energy cannot obtain actual meter readings, the Customer's bill will be estimated based on the historical consumption of metered usage.

### **5.3 Prorated Billing**

Bills for the Customer will only be prorated for the first and final bills produced. The charges for the Customer's first and final bills will be calculated using a ratio calculation based on the number of days of occupancy by the Customer. For these purposes a month will be considered thirty (30) days.

### **5.4 Payment Methods**

ND Energy offers many convenient methods for Customers to pay their bills. The following are a list of acceptable payment methods which ND Energy accepts:

- a. Cheque or money order received by mail or at our 24-hour drop box at Suite # 301-6205A Airport Rd, Mississauga, ON L4V 1E1.

- b. Pre-Authorized Payment Plan.
- c. A residential Consumer may be eligible to enter into an Arrears Payment Plan with ND Energy. For further details, the Consumer can contact ND Energy and information can be found at <http://www.ontarioenergyboard.ca/OEB/Consumers/Electricity/Customer+Service+Rules>

## **5.5 Pre-Authorized Payment**

ND Energy offers a Pre-Authorized Payment Plan where the Customer authorizes ND Energy to withdraw the amount due on their bill on the due date. Customers participating in the Pre-Authorized Payment Plan will continue to receive a bill from ND Energy as a record of payment. Should the Customer's account return a non-sufficient funds (NSF), then ND Energy may take actions consistent with its security deposit and Disconnection procedures, as detailed herein.

To sign up for Pre-Authorized Payment, Customers must fill out a Pre-Authorized Payment form located on our website at <http://www.ndenergyinc.com/conditions-of-service.html> and send a void cheque to ND Energy's office. A copy of which is included in the Appendices to the Conditions of Service.

## **5.6 Credit Refunds**

Upon the Customer receiving a final bill, ND Energy will refund overpaid amounts only if those amounts exceed \$5.00 including applicable tax.

## **5.7 Post Dated Cheques**

Cheques received by ND Energy are to be dated the day of receipt at ND Energy's office or before. Postdated cheques will incur a \$15.00 charge for processing.

## **5.8 Collection for Non-payment of Account**

Should the Customer remain in arrears or fail to perform its obligations, ND Energy may, at its sole discretion in addition to any other remedy it may have, discontinue service or terminate any Agreement to provide services to the Customer. ND Energy may take all necessary steps to collect outstanding amounts including legal action or sending accounts in arrears to a collection agency. Accounts sent to a collection agency will be subject to a collection charge. ND Energy shall not be liable for any claims or damages related to any alteration of the Customer's credit rating resulting from ND Energy's collection process.

## **5.9 Disputes**

In the event that dispute arises with Customers who has contracted with ND Energy, must set out the nature of the complaint or dispute in writing to ND Energy at the following address, by email or facsimile number:

ND Energy Inc.  
Suite #301-6205A Airport Road  
Mississauga, ON L4V 1E1  
E-mail: [info@ndenergyinc.com](mailto:info@ndenergyinc.com)  
Fax: (905) 612-0259

Upon receipt of the filed complaint, ND Energy will investigate and respond to the complaint within five (5) Business Days. In the event that the filed complaint is unresolved, the Consumer may refer the matter to ND Energy's management. If the matter still remains unresolved to the Consumer's satisfaction, the Consumer may wish to forward the complaint to the OEB's Consumer Relations Centre. ND Energy will provide the telephone number of the OEB's Consumer Relations Centre on request. ND Energy shall maintain records of any complaint filed outlining the nature of the dispute and details of its resolution.

## 6. INFORMATION OF THE CUSTOMER

At no time will ND Energy disclose any personal information about a Customer to a third party without the written consent of the Customer. The identified parties with access to information of the Customer will be stated in ND Energy's Privacy Policy or in the Agreement between ND Energy and the Customer. For more information regarding ND Energy's Privacy Policy please visit the following link: <http://ndenergyinc.com/privacypolicy.html>.

## **7. FORCE MAJEURE AND DISRUPTIONS OF ELECTRICITY SUPPLY**

ND Energy will not be responsible to any Customer or any other party for any claims, loss or damage resulting from any disruption in the supply of electricity, or variation in electricity voltage or frequency. Neither ND Energy nor any Customer will be in default of their obligations to the other party during any period where performance of such obligations is prevented by conditions beyond the control of the party (force majeure).



## UTILITY SUB-METERING AGREEMENT

Please complete and return all pages of this Utility Sub-Metering Agreement by Mail or email to [info@NDEnergyInc.com](mailto:info@NDEnergyInc.com) or via fax (905) 612-0259.

**CUSTOMER INFORMATION (PLEASE PRINT)**  
*All Fields With An Asterisk (\*) Are Required*

Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*:
Electrical Vehicle Parking Unit No. (if any)			
Primary Account Holder:		First Name*:	Middle Name:
Last Name*:			
Primary Phone*:		Secondary Phone:	Email:
Identification*: (Please Complete One)	Driver's License No.:	Date of Birth: ____/____/____ Year / Month / Day	Social Insurance No. 
Mailing Address*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*:
Secondary Account Holder:		First Name*:	Middle Name:
Last Name*:			
Primary Phone:		Secondary Phone:	Email:
Identification*: (Please Complete One)	Driver's License No.:	Date of Birth: ____/____/____ Year / Month / Day	Social Insurance No. 

**PAPERLESS E-BILLING REGISTRATION**

<input type="checkbox"/> Yes, please register me for Paperless E-Billing now. (If the box is left unchecked, your monthly bills will be sent by mail.)	Please confirm your preferred email address for e-bill email alerts: _____
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**Enjoy worry-free, on time payments through the convenience of our Pre-Authorized Payment Plan. Enroll below:**

You, the payor, authorize ND Energy Inc. to debit the bank account identified below for payment of all charges arising under your account registered by ND Energy Inc. for the above noted unit. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by ND Energy Inc. for the Utilities.

**Please Check One :**       Personal Account       Business Account

Name same as above       Void Cheque Enclosed

<b>Account Holder:</b> <i>(If different from above)</i>			
<b>Financial Institution (name):</b>		<b>Account #:</b>	
<b>Transit # (5 digits):</b>		<b>Bank # (3 digits):</b>	
<b>Bank Address:</b>			
<b>Account Holder Signature:</b>	<b>Date:</b>		
<b>Secondary Account Holder Signature:</b> <i>(if necessary)</i>	<b>Date:</b>		

You, the payor, may revoke your authorization at any time in writing subject to providing ND Energy Inc. at least 30 business days' notice before the next debit is scheduled. To obtain a cancellation form, contact ND Energy Inc., your Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). For more information on your right to cancel, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). ND Energy Inc. may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.

**The terms and conditions set out in this agreement comprise the legally binding agreement between the Customer and ND Energy Inc. ("ND Energy") governing the Customer's use of the Services (as defined below). Please read the following carefully as well as ND Energy's Conditions of Service. The Customer acknowledges and agrees as follows:**

1. The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the "Unit") and/or electrical vehicle parking unit (the "Parking Unit") and, together with the Unit, the "Service Unit"), as applicable, located in the building at the above-noted Service Address (the "Premises").
2. The Customer acknowledges that ND Energy will provide the following services (the "Services") to the Service Unit:
  - a) ND Energy shall measure and record actual electricity, gas, water and/or thermal energy, as applicable, use for the Service Unit, as applicable;
  - b) If ND Energy owns the sub-metering system located at the Premises, ND Energy shall ensure such sub-metering system is operating properly;
  - c) ND Energy shall, monthly, prepare invoices showing the amount of electricity, gas, water and/or thermal energy, as applicable, consumed at the Service Unit, as applicable, and the amount payable by the Customer for the electricity, gas, water and/or thermal energy, as applicable, consumed and the Services;
  - d) ND Energy shall issue monthly invoices by mail, email or make monthly invoices available over the internet in accordance with ND Energy's Conditions of Service. Unless otherwise specified by the Customer, ND Energy shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
  - e) ND Energy shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with ND Energy's Conditions of Service.

The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by ND Energy under this agreement as set forth in invoices delivered by ND Energy pursuant to this agreement and in accordance with ND Energy's Conditions of Service.

3. The Customer acknowledges that the developer, the owner, the condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with ND Energy for the provision of the Services, including meter reading, billing and collection services.
4. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of electricity, gas, water and/or thermal energy, as applicable, to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Unit and/or the date when ND Energy has installed the sub-metering system in respect of the Unit and/or Parking Unit). In the event that the Customer does not have an account with ND Energy, The Customer agrees to contact ND Energy via mail, fax or email to set-up an account on or before the effective date.
5. In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer and the costs and expenses relating to the supply of electricity, gas, water and/or thermal are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with ND Energy and pay for the cost of electricity, gas, water and/or thermal energy, as applicable, and the Services supplied to such Service Unit. In the event such Service Unit is rented out by the Customer and its tenant has agreed to pay for the Service Fees and the costs and expenses relating to the electricity, gas, water and/or thermal energy supplied to the Service Unit, from time to time.
6. The Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to ND Energy relating to such Service Unit, from time to time.
7. The Customer acknowledges that ND Energy is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system, if owned by ND Energy) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, ND Energy is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Premises is situated.
8. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided ND Energy with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than ND Energy and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify ND Energy forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, ND Energy determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by ND Energy to complete all related repairs or other work or improvements to such sub-metering system.
9. In the event that ND Energy owns the sub-metering system, the Customer acknowledges that ND Energy owns the sub-metering system, including, but not limited to, the sub-meters relating to the Premises and to the Service Unit. ND Energy is responsible for the maintenance and repair of such sub-metering system, but in the event that in response to a request by the Customer for an inspection of the meters in respect of the Service Unit, ND Energy determines, acting reasonably, that the meters did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by ND Energy in the Service Unit, in accordance with ND Energy's Conditions of Service. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect,

alter, terminate or damage ND Energy's sub-metering system and agrees to indemnify ND Energy in respect of any losses, costs, expenses or damages caused thereby.

10. The Customer agrees to provide ND Energy with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the provision of the Services and in connection therewith will authorize site personnel at the Premises to grant ND Energy access to the Service Unit.
11. The Customer agrees that the charges for electricity, gas, water and/or thermal energy supplied to the Service Unit will comprise of electricity, gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges are being collected by ND Energy on behalf of the developer, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with ND Energy's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
12. The Customer agrees to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice and in accordance with ND Energy's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
13. If the Customer fails to pay electricity or electricity-related charges due to ND Energy under this agreement, then ND Energy, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.
14. The Customer agrees that because ND Energy will be billing the Customer only after services are provided, ND Energy is extending to the Customer a form of credit during the time from provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of ND Energy (which, with respect to electricity service, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any ND Energy representative or reviewing ND Energy's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to ND Energy's Conditions of Service. ND Energy may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if ND Energy incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
15. ND Energy shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when ND Energy 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 ND Energy and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.
16. The Customer acknowledges that ND Energy may issue a single invoice for the provision of Services. In the event the Customer makes a partial payment of any such single invoice, ND Energy shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity sub-metering services first, and then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, ND Energy has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of water, gas or thermal energy sub-metering services.
17. ND Energy 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.
18. No director, trustee, officer, shareholder, employee, agent or other contractor of ND Energy shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.
19. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
20. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. ND Energy may assign any of its rights and obligations under this agreement and upon such assignment; ND Energy is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
21. Any notice required or permitted under this agreement may be given by ND Energy to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to ND Energy by ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to ND Energy Inc., 3397 American Drive, Unit #2, Mississauga, ON L4V 1T8. Attention: Customer Care.

23. The Customer shall provide written notice to ND Energy, in accordance with the notice requirements set out in paragraph "20", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to ND Energy at least 60 days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, ND Energy will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by ND Energy to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by ND Energy to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay ND Energy for the Services shall continue until ND Energy has made a final reading and the final invoice is paid.
24. This agreement may be terminated by ND Energy by giving the Customer notice thereof, in which case ND Energy may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph "22" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
25. This agreement may be terminated by the Customer only in accordance with paragraph "22" of this agreement.
26. The Customer hereby consents to ND Energy, its affiliates or authorized service providers contacting them in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to the Customer. The Customer may, by giving ND Energy sixty (60) days prior written notice, withdraw such consent. ND Energy may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings and conservation measures to assist in reducing consumption and related costs.
27. This agreement, including ND Energy's Conditions of Service, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that ND Energy may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.
28. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages in accordance with the terms of ND Energy's Privacy Policy. ND Energy agrees that any personal information provided by the Customer (or by the Developer, condominium corporation or owner, as applicable, of the Premises in which the Service Unit is located) shall be subject to applicable laws and ND Energy's Privacy Policy. The Customer agrees that ND Energy may undertake a credit reference check of the Customer and ND Energy agrees that the results thereof shall be handled by ND Energy in accordance with the Privacy Policy and applicable laws.

**CUSTOMER SIGNATURE \***

This agreement is dated as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
**Primary Account Holder's Signature\***

X \_\_\_\_\_  
**Secondary Account Holder's Signature\***



**PRE-AUTHORIZED PAYMENT PLAN (P1)**

Please complete and return this Pre-Authorized Payment Form (P1) by mail, or Email to [info@NDEnergyInc.com](mailto:info@NDEnergyInc.com) or via fax (905) 612-0259.

**CUSTOMER INFORMATION (PLEASE PRINT)**  
*All Fields With An Asterisk (\*) Are Required*

Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Account Number*:	
Service Address*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*: Electrical Vehicle Parking Unit No. (if any)
Account Holder*:	First Name*:	Middle Name:	Last Name*:
Mailing Address*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*:

You, the Payor, authorize ND Energy Inc. to debit the bank account identified below for payment of all charges arising under your account registered by ND Energy Inc. for the above noted unit. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by ND Energy Inc. for the Utilities.

**Please Check One :**       Personal Account       Business Account       Void Cheque Enclosed

<b>Account Holder:</b> <i>(If different from above)</i>			
<b>Financial Institution (name):</b>		<b>Account #:</b>	
<b>Transit # (5 digits):</b>		<b>Bank # (3 digits):</b>	
<b>Bank Address:</b>			

<b>Account Holder Signature:</b>	<b>Date:</b>
<b>Secondary Account Holder Signature:</b> <i>(if necessary)</i>	<b>Date:</b>

You, the Payor, acknowledge that (Processing Institution) is not required to verify that a PAP has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount; and also acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by ND Energy Inc. as a condition honouring a PAP issued or caused to be issued by ND Energy Inc. on your account. You may revoke your authorization at any time in writing subject to providing ND Energy Inc. at least 30 business days' notice before the next debit is scheduled. To obtain a cancellation form, contact ND Energy Inc. or your Financial Institution. For more information on your right to cancel, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). **ND Energy Inc. may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.**

**TERMS AND CONDITIONS**

- ✚ Pre-Authorized Payments will be processed on the due date and will be based on the amount stated on your current invoice. If alternate payments are made, your account will still be debited the full amount listed on your invoice.
- ✚ Once on the Plan, you will continue to receive your ND Energy bill as usual.
- ✚ Revocation of this authorization does not terminate any contract for goods or services that exists between you, the Payor, and ND Energy Inc. The Payor's authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- ✚ Upon termination, ANY AMOUNT DUE shall be paid directly to ND Energy. Cancellation of pre-authorized debit (PAD) does not constitute cancellation of service by ND Energy Inc. and the customer shall be liable for any past, present or future amounts owing. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [cdnpay.ca](http://cdnpay.ca).



## MOVING OUT NOTIFICATION FORM (M1)

Please complete and return this Moving Out Notification Form (M1) by mail, or Email to [info@NDEnergyInc.com](mailto:info@NDEnergyInc.com) or via fax (905) 612-0259.

**CUSTOMER INFORMATION (PLEASE PRINT)**  
*All Fields With An Asterisk (\*) Are Required*

Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Account Number*:	
Service Address*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*:
			Electrical Vehicle Parking Unit No. (if any)
Account Holder*:	First Name*:	Middle Name:	Last Name*:
Forwarding Address for Final Bill*: (Street Number, Street Name, Unit Number)		City*:	Postal Code*:
Contact Information: Primary Phone*:	Secondary Phone:	Email*:	

All information submitted through this process will only be used by ND Energy Inc. in support of our obligations under the Utility Sub-Metering Agreement for each property. This information is being collected and used for billing, collection, auditing and other necessary purposes, and will be assigned the appropriate confidentiality level on receipt.

In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), the Resident named above acknowledges that providing personal information to ND Energy Inc. is considered consent to collection, use and disclosure for the stated purposes, and may only be shared with ND Energy Inc. and authorized third party providers of ND Energy Inc.

<b>*DATE OF CLOSING / LEASE END DATE (MOVE-OUT):</b> _____ / _____ / _____ (YYYY/MM/DD)	
Seller's Law Firm: <i>(If applicable)</i>	Company Name:
<b>Contact Information of Law Firm:</b>	(Street Number, Street Name, Unit Number)
	City: _____ Province: _____ Postal Code: _____
	Tel.: _____ Fax.: _____
	Email: _____
<b>AUTHORIZATION:</b> I understand that my security deposit, if applicable, will be applied to my account on final billing. Should the final billing amount be less than the amount of the security deposit, ND Energy Inc. will mail a cheque for the balance to the forwarding address providing above.	
<b>I confirm the information I have provided above is true and complete.</b>	
<b>Account Holder Signature:</b>	
<b>Date:</b> (YYYY/MM/DD)	

By Mail: Send completed form to ND Energy Inc., 3397 American Drive, Unit #2, Mississauga, ON L4V 1T8.