

APPENDIX D

Information in a Connection Agreement with a Customer

**APPENDIX D -
INFORMATION IN A CONNECTION AGREEMENT WITH A CUSTOMER**

A Connection Agreement between a distributor and a customer connected to the distributor's distribution system, excluding embedded generators and connection with other distributors, should include the following information (examples provided in italics):

Contact Information:

- C Date
- C Account Number
- C Date Customer's Responsibility Commences
- C Name
- C Service Address
- C Mailing Address
- C Home Phone No
- C Business Phone No
- C Type of Business
- C SIC

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

The customer further agrees to:

- (1) pay the distributor for the electrical energy consumed by the customer at the location covered by this connection agreement from the date herein until such time as the customer no longer requires the service; and
- (2) to commence payment in accordance with the approved rates prescribed attributed to the appropriate class rating to which the service applies, on or before the due date shown on the first account rendered and to pay all accounts either monthly or bi-monthly or as specified, thereafter.

Signature of customer (after reading the above and the General Conditions)

Witness

Signature of distributor (upon accepting the contract)

Date

**APPENDIX D -
INFORMATION IN A CONNECTION AGREEMENT WITH A CUSTOMER**

General Conditions:

Space and Access

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

Responsibility for Equipment

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

Disconnection

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

Reliability

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

Conditions of Service

The building must be supplied with electrical energy according to the distributor's Conditions of Supply.

Binding

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

**APPENDIX D -
INFORMATION IN A CONNECTION AGREEMENT WITH A CUSTOMER**

Charges

The customer agrees to pay the distributor charges for plant as determined based on the Conditions of Service. The customer shall maintain the installation in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such time as the above requirements are complied with.

Security Deposit

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

Termination

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

Successors

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

Approval of Equipment and Power Factor

All electrical and mechanical equipment used by the customer shall be subject to the reasonable approval of the distributor and the customer shall so take and use the electrical energy as not to endanger the apparatus of the distributor or cause any wide or abnormal fluctuations of its line voltage. All motors shall be selected with reference to secure the highest feasible power factor at loads. Where practical, equipment with the highest power factor should be chosen and motors be sized to match the load. The distributor shall check power factors and when found to be below 90%, reserves the right to install a kVA meter and bill on the kW or 90% of the kVA, whichever is higher. This constitutes a penalty for power factors below 90%. Motor starting current shall be subject to approval of the Engineering Department and in accordance with the distributor's Conditions of Service.

Theft of Power

Whenever the distributor finds that the customer's premises consumes more electricity than is being paid for to the distributor, it may charge for such excess at tariff rates from the date of the contract or the date of the last inspection on said premises. If there is a meter and devices have been installed in such manner as not to register on said meter, the distributor may charge the customer for such usage based on estimated consumption of electricity for all load not registering on the meter. If intent to defraud is indicated, criminal charges may be laid.

Meter Problems

**APPENDIX D -
INFORMATION IN A CONNECTION AGREEMENT WITH A CUSTOMER**

If a meter ceases to register or has registered incorrectly, the customer shall pay for the energy supplied at a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises, due regard being given to any change in the character of the installation and on the demand.

Fire or Other Casualty

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