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October 1 2020

****NOTICE OF REVISIONS - CLEAN CUT ENERGY CORP. CONDITIONS OF SERVICE****

Dear Customers,

This letter is to inform you that Clean Cut Energy Corp. (CCE) have made changes to the Conditions of Service document. This is a living document and as such is subject to change over time. This document forms part of a Contract made between CCE and a customer, as such is important for you to review. This Conditions of Service document supersedes any previous document containing conditions of services, oral or written by CCE as of the effective date of its' posting for our customers.

The revised current version of the Conditions of Service document has been posted on our website <http://www.cleancutenergy.ca> for CCE customers to review. There is a two (2) month review period in which customers may submit any questions or concerns regarding the changes to CCE. Methods include:

- **Email:** customerservice@cleancutenergy.ca
- **Phone:** (226) 780-0284 x 3 and speak to a customer service representative. The office receives calls from 9 am to 5 pm, 5 day per week (eastern standard time) excluding weekends and holidays.
- **Mail:** written letter to the following address:

Clean Cut Energy Corp.
Conditions of Service
PO Box: 25008
17-370 Stone Rd. W
Guelph, ON
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October 1, 2020

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The following provides a summary of key changes made to the Conditions of Service from the previous version effective February 15 2020:

- **Section 5.1 – Opening and Closing Accounts**, additional detail was added regarding our policies regarding owner and tenant accounts
- **Section 5.2 – Late Payment Charges**, additional detail was provided regarding when a payment is deemed late.
- **Section 5.14 – Appointment No Show Charge**, is a newly added section detailing charges associated with customers not being present for appointments
- **Section 10.1.1 – Arrears Payment Plan Agreement Procedure**, additional detail has been added to outline policies and procedures associated with Payment Plans for unit owners and tenants.
- **Section 12.0 – Customer Privacy Policy**, additional detail was added regarding our Customer Privacy Policy
- **Section 13.0 – Customer Harassment & Violence Policy**, is a newly added section detailing Harassment & Violence
- **Appendix C – Pre Authorized Debit Form**, updated PAD withdraw timing provided

Additionally, throughout the document expanded clarification language was added as well as minor editorial changes.

Regards,

Clean Cut Energy Corp.

CLEAN CUT ENERGY CORP.

CONDITIONS OF SERVICE – REV. 5

Effective: December 1 2020

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1. IDENTIFICATION

Clean Cut Energy Corp., will be referred to herein as “CCE” is incorporated federally under the laws of Canada with a head office that resides in the Province of Ontario.

CCE holds licences issued from the Ontario Energy Board (OEB) as a licensed Unit Submetering Service provider in the Province of Ontario. This grants CCE the authority to supply submetering systems and equipment, software and technology for administration of this submetering system in the province of Ontario.

These services that are provided by CCE are provided to other provinces across Canada and CCE operates within each province in accordance with the regulation and laws for each province.

2. GOVERNING LAWS AND CODES FOR SUBMETERING

CCE shall comply with all applicable codes, laws and provisions as imposed by the Ontario Energy Board (OEB) in the Act (1998), the regulations, market rules and the Electricity Act as set out by the Ontario Energy Board, the Province of Ontario or the Government of Canada. From time to time CCE may be required to alter the delivery of submetering services, fees or disclosure to customers to accommodate changes imposed by the OEB, the Province of Ontario or the Federal Government as required by law.

3. CONDITIONS OF SERVICE DOCUMENT AMENDMENTS AND CHANGES

In the future, provision of this Conditions of Service Document may be subject to change or form part of a Contract made between CCE and a customer. This is a living document and as a result subject to changes. This Conditions of Service document supersedes any previous document containing of conditions of services, oral or written by CCE as the of the effective date of its’ posting for our customers.

Notices of changes will be posted for customers on our website indicating that our Conditions of service document has been updated for a period of two months. CCE customers are responsible to review the Conditions of Service Document including any updates as they are posted. The current version of the Conditions of Service document is always available from <http://www.cleancutenergy.ca> for review.

If a customer has any questions about this document they are advised to put their concerns in writing to either customerservice@cleancutenergy.ca or sent written letter to the following address:

Clean Cut Energy Corp.
Conditions of Service
PO Box: 25008
17-370 Stone Rd. W
Guelph, ON
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Alternatively, we can also call Customer Service at (226) 780-0284 x 3 and speak to a customer service representative. The office receives calls from 9 am to 5 pm, 5 day per week (eastern standard time) excluding weekends and holidays.

4. CCE RIGHTS ASSOCIATED WITH CONDITIONS OF SERVICE

4.1 ACCESS TO EQUIPMENT ON A CUSTOMER'S PROPERTY

CCE has right to access a customer's property, to remove, update, repair, replace, inspect or modify the equipment, equipment software that is located on a customer's site as part of the submetering service agreement. The customer is to provide such access to CCE personnel and contractors within a reasonable time frame (24 hrs from when notice is provided). All submetering equipment located on the customer's property for which CCE has a submetering service agreement with the customer is in the care of the customer. Any damage that occurs while the equipment is in the care of the customer will be charged to the customer for replacement as part of the CCE service agreement at the standard rates of charge as included in the building Fee Schedule (provided to unit owners at the time of account setup or available upon request). All equipment must be immediately accessible by CCE personnel at all times when onsite. CCE has the right to request that storage of equipment or other substances in the vicinity of CCE submetering equipment the CCE personnel identify as a potential hazard are to be relocated immediately.

5. FEES AND CHARGES

5.1 OPENING AND CLOSING ACCOUNTS

Owners of units in which CCE provides submetering services to are required to have an account open with CCE until such time the unit is sold. It is optional for a Tenant in a unit to have their own separate account. At any time, a Board of Directors can determine that tenant accounts may not be permitted for a property. Tenant accounts are a privilege, not a right and may be closed at any time at the discretion of CCE. This may include but not limited to, not maintaining good payment standing, harassment such as vulgar and inappropriate behaviour and/or language.

Customers are required to complete CCE's online form to open a new account. CCE will respond with a confirmation of that account opening request. A CCE representative will review the request and confirm the data provide is correct to ensure the request is valid. Once confirmed a new account will be setup for the unit occupant and account setup information sent to the new customer. The account is effective from the start date provided and customers will be billed accordingly. For Owners, this is typically the sale close date or occupancy date, which ever comes first. For Tenants, this is the lease start date.

Accounts may only be opened by those individuals in which the account is in the name of. Owners are not permitted to open accounts on behalf of Tenants. An owner account is required for each unit/address prior to a tenant account being opened/activated.

Each new account setup by a unit owner or a tenant is subject to a one-time setup fee. This setup fee is outlined in the CCE fee schedule and will vary with each building/complex. A fee schedule is made available to unit owners and tenants that open an account with CCE.

Customers are responsible for notifying CCE when an account needs to be closed as the customer is vacating or selling a unit before such time occurs. CCE will bill usage and fees according to the information provided on customer accounts for start and end dates.

Please be advised that CCE reserves the right to close any (owner or) tenant account due to harassment (which

includes, but not limited to: vulgar language, inappropriate behaviour and/or language) of CCE's staff members.

5.2 LATE PAYMENT CHARGES

CCE customers are permitted twenty (20) days from the bill issue date on the statement to make payment. A payment is deemed late if it is made to a financial institution after the due date or a cheque payment is received more than three days after the due date. Please be advised that CCE is not responsible for the processing time(s) / date(s) required by the customer's financial institution. The payment will still be deemed late if not received by CCE on the due date listed on each bill. The payment must be made by the customer with consideration of bank processing time (s) / date (s) which may take up to five (5) business days. A late payment charge of 19.56% per year or 1.5% monthly will be applied to all overdue balances. Any partial payments that are made by a customer on or before the due date shall be applied to the account balance before the imposition of a late payment charge on an account.

Non-payment of your Utility bill may lead to utility disconnection, account closure, or the placement of a lien on your unit. CCE offers several payment methods and makes every effort to contact unit owner and inform them of the methods. Additional details on account arrears is provided in Section 8.1 - Billing & Arrears.

Late payment charges as well as charges related to disconnection, will not be imposed on eligible low-income customers after they entered into an arrears payment agreement as part of the disconnection process. For more detail see Section 9 - Service Disconnection.

CCE is not responsible for delays in receiving mailed cheques as a result of Canada Post operations.

5.3 LIEN CHARGES

Utilities billed by CCE may form part of common expenses under each condominium, as such they are subject to provisions of *The Condominium Act 1998* including registration of lien on a property for non-payment. Should a Notice of Lien be processed by CCE, a property management company, or a solicitor on behalf of the Condominium Corporation, CCE shall apply a processing charge to the related account in the amount of \$350. If the account balance remains unpaid and a lien is registered, additional solicitor fees in excess of \$1,200 will also be charged to the customer through the Corporation's solicitor.

5.4 DISCONNECTION AND RECONNECTION CHARGES

CCE shall apply disconnection and reconnection charges to a customer's account associated with the disconnection from a utility due to non-payment. Disconnection and reconnection charges will vary from building to building and are available to unit owners upon request or as part of the CCE Welcome Package in the 'Fee Disclosure' statement so they are aware of the specific charges that may be applied to their account. Charges for disconnection and reconnection are typically subject to time of day restrictions, travel distance and other factors that may affect the application of a disconnection or reconnection service call. All unit owners that are subject to utility disconnection will receive notice from CCE as discussed in detail in Section 9 – Service Disconnection of this document.

5.5 PAPER BILLING FEE

With the advent of the internet age CCE has made many efforts to modernize the historical utility practice of paper billing. As such, there are now multiple options for customer to receive their bills either online or through email billing that are both good for the environment and are less energy intensive. To encourage customers to think green and to reduce waste, CCE applies a paper billing fee to accounts that prefer to receive their bills in paper format. The additional charge covers the paper costs, printing costs, postage and mailing costs for that process and additional labour to mail bills to Customers. CCE attempts to provide the most cost-effective service to all customers and electronic billing is significantly more cost and labour effective.

Customers that have a disability and require a paper bill for medical reasons may submit a medical request from a physician for paper bills and additional fees will be removed from their account for this service.

5.6 NON-SUFFICIENT FUNDS FROM CHEQUE AND PRE-AUTHORIZED PAYMENT PLANS

CCE provides both Pre-Authorized Payment (PAD) and cheque payment options. When cheques are provided by customers it is expected that the customer has allocated the correct amount of funds in their account to cover the cheque. Cheques that are provided by a customer and are returned NSF (Non-Sufficient Funds) will be subject to an additional charge of \$45 as outlined in the fee structure document for a building. This same fee also applies to payments that are returned NSF through the pre-authorized (PAD) payment plan process. These fees are applied to a customer account when confirmation that the returned payment is connected to a customer's account.

5.7 CUSTOMER CREDITS AND REFUNDS

Customers that accrue a credit in their CCE account will be able to receive that credit upon the closure of that account once all outstanding balances and fees have been paid. Otherwise the credit will be held by CCE until such a time as the subsequent utility invoice is issued and the credits are consumed as payment toward a utility invoice.

A \$30 +hst credit processing fee will be charged in the following situations:

- a credit on an account is the result of an over payment (including accidental payments) and not part of a security deposit;
- a credit is being returned in advance of account closure, at the discretion of CCE;
- the customer did not notify us that the account was to be closed on or before the account closure date; and
- the customer does not accept the payment and the credit needs to be re-issued or the customer requests a different payment method.

Should a customer with a credit balance reside overseas when the credit is issued, and the only available option is to provide it by wire transfer, a \$150 wire transfer processing fee will be applied.

Account credits are issued to the customer in the form of an e-transfer or mailed cheque.

5.8 REQUEST FOR HISTORICAL UTILITY DATA

CCE has a very detailed and extensive utility customer management interface that allows each customer to interact and manage their utility use. That online web portal interface also allows customer to have access to historical data for customers. This online Interface can often provide hourly data for customer to utilize for improved utility management. In the event that a customer requests data that may require CCE representatives to search back into archived files or apply time for such a request, additional fees at a rate of \$50 / hour may be applied to a customer account for extracting and providing this customer data.

5.9 REGULATORY COST ASSESSMENTS

CCE participates in regulated utility industries and from time to time the regulator may impose cost assessments on CCE as a member of this regulated industry. These costs are set by the regulatory bodies such as the Government of Canada, the Province of Ontario and the Ontario Energy Board and are included on consumer bills as part of the submetering services being provided. CCE shall charge to account holder a proportion share of such cost assessments that shall become owing to the regulatory bodies including administrative and management costs. Such costs may be included on utility invoices and form part of the Administration fee to assist with collection.

5.10 THIRD PARTY METER TESTING

If a utility meter is removed and tested by a third-party meter testing facility to resolve a dispute. Additional fees may be incurred for this process and the owner may be liable to pay such charges if the disputed meter is verified and operating within appropriate tolerances by the testing facility. Charges will include that to cover the cost of removing the existing meter, testing of the meter, installation of a temporary meter and reporting from the third-party testing facility.

5.11 METER INSPECTIONS

Should a customer request that an inspection be completed by a CCE technician on a meter, a fee of \$100 /hr will be charged to the customers account.

5.12 TAMPERING CHARGE

If during the course of an onsite inspection or test, CCE evaluates that the meter has been tampered with by the unit owner or the condominium corporation CCE reserves the right to impose a tampering fee of not less than \$1,500. The fee will be used to pay for the replacement, re-certification and re-installation of a new meter so that CCE can continue to fulfill its obligation as the utility service provider.

5.13 NEW METER INSTALLATION

Should CCE determine that an existing meter may need to be replaced with a new one due to malfunction, the owner may be responsible for any costs associated with the repair or replacement of equipment, this is at the sole discretion of CCE.

5.14 APPOINTMENT NO-SHOW CHARGE

Should a customer confirm an appointment with CCE for a Technician to complete an inspection or repair/replacement work in their home and they do not show up to allow access for the technician to complete the necessary work, the customer shall be charged a fee of \$100.

6. SECURITY DEPOSIT REQUIREMENTS

Unless otherwise expressly agreed to in a customer agreement and with exception of customers who meet the security deposit waiver conditions described in Section 6.1– Security Deposit Waiver, all customers are required to pay a security deposit. The security deposit is collected for in the event a customer does not pay their bill, the deposit is applied to cover any arrears. This action is carried out at the discretion of CCE.

Security deposits must be paid to CCE using one of the following methods:

- Cheque;
- Electronic Funds Transfer (EFT) through the bank; and
- Pre-Authorized Payment (PAD) as withdrawn by CCE

Non-residential customers have the following additional payment option:

- automatically renewing, invoiceable letter of credit from a bank

The amount of the security deposit will not exceed the billing cycle factor (2.5 for monthly billing and 1.75 for bi-monthly billing) 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 will be subject to a security deposit which is calculated by using the consumer's highest monthly load in the most recent 12 consecutive months. The amount of a security deposit is clearly documented in each signed contract agreement with the Condominium Corporation or commercial business, respectively, and will remain unchanged for the duration of the contract.

In the event a security deposit is used to cover arrears, a security deposit of the same amount will be re-applied to the account by CCE for payment on the next bill.

Security deposits are treated the same as usage and fees with respect to arrears policies.

6.1 SECURITY DEPOSIT WAIVER

Customers may obtain a security deposit waiver in the one of the following ways:

1. A Customer provides CCE with a credit reference letter from a licensed electricity or gas distributor in Canada confirming at least 1 years' worth of good payment history occurring within in the 24 months prior for the residential customer and 3 year's worth of good payment history occurring within the 24

months prior for the commercial customer. CCE has right to accept other our forms of credit references at their discretion.

2. The customer elects to sign up for bill payment by PAD payment method with CCE by providing a PAD form from their bank or void cheque and the next year of payments are processed without incident by the PAD system. PAD payment must remain on the account for one (1) year, if the PAD option is removed then the security deposit fee is re-applied to the account.
3. If a residential customer in Ontario qualifies as an eligible low-income consumer and the customer provides a completed waiver of the applicable security deposit from a cooperating social service agency and meets the applicable waiver conditions under the Ontario Sub-metering Code. This applies to electricity and gas customers only.

6.2 SECURITY DEPOSIT REFUND

Security Deposits will be refunded to the Customer once a satisfactory payment history has been established for a period of twelve (12) consecutive months. A poor payment history includes:

- more than one NSF charge has to be applied to the account;
- a disconnection notice was issued;
- a Notice of Lien was issued;
- the initial security deposit had to be used to prevent disconnection or lien; or
- more than two late payments made on account within a 12-month period.

If a customer has a poor payment history, the security deposit will continue to be held on account until one year of good payment standing occurs, at which time it will be released back onto the account.

Deposits will also be refunded when a Customer terminates their account with CCE provided all outstanding balances and fees have been paid.

Monthly interest will accrue on paid security deposits. Interest will be calculated at the rate prescribed by the OEB, which currently is the average monthly prime lending rate less two (2) percent as set by the Bank of Canada. Interest on security deposits shall begin to accrue from date of receipt in full by CCE. Interest will be paid to the Customer on a yearly basis or when the account is closed, whichever comes first.

Security Deposits with any unpaid accrued interest will be applied to an account at the time of issuing a final billing. Refunds will be issued within six (6) weeks of the final billing date provided CCE is able to contact the account holder at their new residence and update their account information to ensure the refund is correctly returned. Refunds that CCE is unable to return within 1 year of account closure date will no longer be eligible for return.

7. PAYMENT OPTIONS

CCE provides three payment methods to customers for paying CCE Bills:

- Electronic Funds Transfer (EFT) from a registered bank or financial institution;
- Pre-authorized Debit (PAD) from their bank account (setup by providing a void cheque, completed PAD form, or completing the appropriate online form on our customer Web portal); and

- Mailed Cheque

Electronic Funds Transfer: This includes payments made by a customer through a registered bank or financial institution through online banking, phone banking or in-person at a branch. Payments processed by this method include two date stamps; a posted date (date of payment through customer’s financial institution) and an effective date stamp (date which the bank has processed the payment). For the purpose of payment processing, CCE applies the posted date stamp to customer transactions when determining the date on which the payment was processed by the customer. This date stamp is also used when calculating interest on outstanding balances to determine the appropriate application of interest.

Pre-Authorized Debit (PAD): Customers have the option of being on PAD payment. Customers that enroll in the CCE PAD payment program are subject to the terms and conditions of that program. PAD payments are processed within 10 days prior to the bill due date. Enrolled accounts that have an outstanding account balance at the time of processing will be included in the PAD run and payment withdrawn from their account.

Mailed Cheques: Customers have the option to mail a cheque for payment to our Post Office Box. When CCE receives mailed Cheques for customer accounts the post date is back dated three days. Customers that mail cheques that arrive before the fourth day after the due date are considered on time. Payment received in this manner will be applied to outstanding account balanced before the application of interest. CCE is not responsible for delays resulting from Canada Post operations.

8. BILLING & ARREARS

8.1 OUTSTANDING BALANCES ON CUSTOMER ACCOUNTS

All CCE issued utility bills are due 20 days following the bill issue date as indicated on the bill. Outstanding payments that exceed that time period are considered in arrears and subject to the following collection activities according to CCE Arrears Policy.

- **Late Payment Notices** - CCE will issue a reminder notice to the customer by email or by mail once the due date for payment has passed. The reminder notice to each customer will outline the amount outstanding and the potential consequences of non-payment including future collections activities. This notice will be issued 1-7 days after the bill due date. CCE will issue an additional Final Notice to the customer by email or mail should the account remain in arrears. This notice will outline the total amount in arrears, a due date for payment and next steps in the collections process should the balance remain unpaid.
- **Interest Charges** - CCE will apply interest to unpaid balances as detailed in Section 5.2 – Late Payment Charges
- **Collection Calls** - CCE will undertake collection calls to customers in arrears in attempt to collect the amount in arrears.
- **Disconnection** – CCE may disconnect a utility service(s) for non-payment as detailed in Section 9 – Service Disconnection.
- **Lien on Property** – CCE, Property Management or solicitor may issue a Notice of Lien to the customer on behalf of the Condominium Corporation for non-payment as detailed in Section 10 – Registration of Lien for Non-Payment.

Should an owner or tenant vacate a unit with outstanding unpaid CCE account balances, CCE has the right to collect the unpaid amounts from the current owner of the unit as debts associated with the property are ultimately the responsibility of the current property owner.

CCE may provide arrears information to the Property Management for the Condominium Corporation and/or to a collection agency at its sole and absolute discretion.

CCE is not liable for any effect to a Customer's credit score or rating as a result of collection activities that are undertaken for unpaid customer balances.

8.2 OUTSTANDING BALANCE TRANSFER & ACCOUNT CLOSURE POLICY FOR TENANT ARREARS

For rental units CCE offers tenants the ability to setup account and be billed directly for utility use. This service is provided to unit owners as a courtesy and maybe revoked by CCE at their sole and absolute discretion.

If a Tenant declares their vacancy from the property, CCE will automatically convert the billing over to the unit Owner unless a new tenant has created an account and declared their intention to occupy the premises. Landlords assume responsibility for paying for service after the closure of a tenant account until such a time a new tenant account is opened.

The sole and absolute responsibility for utility payment in rental units always rests with the Landlord of the unit and outstanding balances by Tenants that remain in arrears may be at the discretion of CCE and with notice to the unit Owner be transferred to the Owner/Landlord in the event that payment remains outstanding beyond the invoice due date.

Tenants with a demonstrated poor payment history may have their account closed at the discretion of CCE. For the purposes of this policy, a poor payment history is defined as having two late payments in the period of one calendar year or outstanding balances extend to 30 days in arrears. CCE may elect to close their account with notice, and shall revert to billing the unit owner of record in such circumstances.

If a Tenant has an outstanding balance that exceeds the invoice due date, CCE has the right to contact the owner and inform them that the unit has an outstanding utility invoice and that collections actions may be initiated. Tenant's that sign up for an independent utility account with CCE, agree to such disclosures as part of their service agreement during the term of their tenancy.

9. SERVICE DISCONNECTION

9.1 CCE'S RIGHT TO DISCONTINUE OR DISCONNECTION SERVICE

CCE reserves the right to disconnect a customer's utility service (electricity, water, natural gas or thermal energy service) in the event of non-payment of outstanding utility costs under the following conditions, but not limited to, the following circumstances:

1. Utility bill payments remain outstanding to CCE
2. Scheduled inspections or maintenance where 24-hour notice was provided to customer but the work could not be performed

3. CCE provided a directive to the customer to ensure CCE complies with licensing requirements and the customer fails to comply with this directive in a timely manner
4. For any other condition that is identified in CCE's conditions of service document
5. Disconnection of supply of utilities without notice in the event of an emergency, for safety reasons, as a result of a court order or to ensure the system continues to operate reliably.

Utility service will only be restored once the conditions that caused the disconnect or limitation has been remedied. CCE is not responsible or liable for any damage that may occur as a result of disconnection of service to a customer. Additional charges shall be applied to the account if CCE is required to disconnect customers' service, serve notices of such a disconnection or reconnect a utility service as a result of remedied circumstances 1, 2, 3, or 4 as detailed above. Such charges are detailed in the building fee schedule which is made available at the time of account setup or available upon request. Any utility services that remains disconnected for longer than (6) months will require a safety inspection prior to reconnection of service to that unit. This inspection will be arranged by the customer and occur at the cost of the customer and must be performed before reconnection can occur.

9.2 CCE SERVICE DISCONNECTION PROCEDURE

If through the course of submetering service administration CCE is required to disconnect the supply of water, natural gas, electricity or any other utility service to a customer the following disconnect procedure will be followed:

- CCE will issue a mailed Notice of Disconnection to the customer indicating that they have an outstanding balance that is past due and that they are subject to CCE's disconnect policy. A disconnect notice will be issued to the customer by mail after the final due date.
- If no arrangement for payment of the outstanding balance has been made by the customer 5 days after the disconnect notice was issued CCE will contact the customer by phone and email to notify them of the impending service disconnection indicating a date of 11 days from the issue of such correspondence that CCE will arrive on site to disconnect the utility service.
- CCE will attempt to contact the customer one final time by phone prior to the Disconnection date and advise customers of the potential availability of an arrears program and other services that may assist them in paying the outstanding balance.
- Disconnection charges associated with the activity described above will be levied against customers that incur a CCE service call for disconnection
- When onsite to perform a disconnection, CCE may attempt to contact the customer onsite prior to service disconnection.

CCE must act on the disconnection notice within 10 days of its issuance. If disconnection does not occur within 10 days from the date of notice CCE will issue a new disconnect notice starting the process anew.

9.3 INFORMATION PROVIDED ON DISCONNECT NOTICES

A disconnect notice will indicate the earliest and latest period when the customer can expect disconnection to occur, the forms of payment available to the customer and a Fire Safety Notice from the Office of the Fire Marshall. Also included in the disconnect package will be information for eligible low-income customers and that the disconnection can occur whether the customer is at home or not.

Customers that provide written documentation from a physician that disconnection poses a significant health risk will be given two months (60 days) notice before being disconnected for non-payment.

9.4 UTILITY SERVICE RECONNECTION

Utility service will only be reconnected once the satisfactory payment of all outstanding balances has been received by CCE and an additional security deposit from the customer has been applied and paid to the account or the reason for disconnection has been resolved. Reconnection can only occur when the customer is present and an additional service charge will be applied for reconnection of utility services. In the event that service disconnection requires an ESA safety inspection prior to reconnection because the service has been disconnected for more than 6 months. The customer will be responsible to pay the cost of the ESA inspection. An ESA Inspection certificate must be provided to CCE prior to reconnection of service.

9.5 HALTING DISCONNECTION OF SERVICE

CCE reserve the right to halt the disconnection of service at any time for any reason at their sole discretion. In the event that disconnection does not occur within the stipulated timeframe on the disconnection notice to the customer; CCE will re-issue the disconnection notice with updated disconnect dates to the customer for disconnection of service.

The following information when provided to CCE will result in a suspension of the disconnect process for 30 days:

- Social service agency, government agency or charity contacts CCE and advises them that the Customer is eligible for bill payment assistance.
- Payment of outstanding balance by the customer

9.6 INTERRUPTIONS OF SERVICE

As part of the normal course of business interruption of service may be required for the following reasons:

1. Emergency request as a result of power shutoff due to maintenance or other issue
2. At the request of authorities or other governing bodies as required
3. As part of normal maintenance program for meters or other building equipment.

CCE will attempt to provide customers with reasonable notice of any planned power interruptions to the utility systems, including the duration of utility interruptions and the frequency. In the event that maintenance is required CCE will provide 48 hours notice where possible to all residents affected by the outage.

Customers that for medical or other reasons require uninterrupted source of power for life or other support equipment must ensure that they provide and have on hand such equipment as they require. CCE is not responsible for providing such equipment nor can CCE guarantee that uninterrupted power or utilities to any suite in the buildings it services. CCE will attempt to accommodate such clients when they have properly informed CCE of such medical needs. A letter or note from a Physician for a specific client informing CCE of their medical requirements can be added to the clients account and kept on record for reference.

CCE may not be able to provide customers with notice of a power interruption if the cause of the outage is related to an unplanned outage or if there is an emergency situation that may involve injury to persons, damage to

property or any unsafe condition. CCE will attempt to provide customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. CCE will attempt to notify customers within two (2) business days of interruption of power, wherever possible. CCE is not responsible, and will not be held liable, for any damages due to a power interruption, planned or otherwise.

10. PAYMENT PLANS

10.1 CCE ARREARS PAYMENT PLAN AGREEMENT

CCE will make available an Arrears Payment Plan to any Residential unit owner Customers unable to immediately pay their utility charges in the face of disconnection or lien. Customers must notify CCE as soon as possible once the bill is issued should they feel they are unable to make payment.

Utility customers who are unable to pay utility charges and decline to participate in a payment plan will be subject to disconnection or lien. CCE shall proceed with disconnection and is not be required to offer an arrears agreement after disconnection to a customer has occurred.

10.1.1 ARREARS PAYMENT PLAN AGREEMENT PROCEDURE

CCE will apply the following Arrears Payment Plan to customers that request an extended period of time to pay a utility bill.

Unit Owners

- Any security deposit that is currently held by CCE shall be applied to the amounts owing before entering into a Plan. The deposit will be reapplied to the account for payment on the next invoice.
- The terms of the Plan will be outlined in writing and will include payment amounts and due dates. Plans will typically result in two or three equal payments over a two or three month period depending on the timing of the request. Plans must adhere to Lien provisions, thus being fully paid before reaching 60 days in arrears. At a minimum, Residential Customers are required to make a first payment of fifteen (15) percent of the arrears, inclusive of any accumulated late payment charges when entering into the Plan. The customer must respond in writing if they are in agreement with the plan.
- Where a residential customer defaults on more than one (1) occasion in making a payment in accordance with the Plan, or a payment on account of a current electricity charge billing or an under-billing adjustment, CCE may cancel the Plan. Customers will not be eligible for another Payment Plan with CCE for the duration they are a customer.
- If a residential customer wishes to close their account prior to the completion of the Plan the remaining amount on the Plan is due along with any outstanding balances at the time of account closure.
- If a residential customer successfully completes an arrears payment agreement, he or she can request a new Plan after two (2) years of the completion date anniversary of the first Plan.

Unit Tenants

- Any security deposit that is currently held by CCE shall be applied to the amounts owing before entering into a Plan. The deposit will be reapplied to the account for payment on the next invoice.

- The terms of the Plan will be outlined in writing and will include payment amounts and due dates. Plans will typically result in two payments over a 30-day period. This agreement must also be agreed upon by the Owner of the unit. At a minimum, Residential Customers are required to make a first payment of fifteen (15) percent of the arrears, inclusive of, any accumulated late payment charges when entering into the Plan. The Tenant and Owner must respond in writing if they are in agreement with the plan.
- Where a residential customer defaults on more than one (1) occasion in making a payment in accordance with the Plan, or a payment on account of a current electricity charge billing or an under-billing adjustment, CCE may cancel the Plan. Customers will not be eligible for another Payment Plan with CCE for the duration they are a customer.
- In accordance with CCE's Tenant Arrears Policy outlined in Section 8.2 of this document, Tenant accounts will be closed if they reach 30 days in arrears and unpaid balances transferred to the Owner's account.
- If a residential customer wishes to close their account prior to the completion of the Plan the remaining amount on the Plan is due along with any outstanding balances at the time of account closure.
- If a residential customer successfully completes an arrears payment agreement, he or she can request a new Plan after two (2) years of the completion date anniversary of the first Plan.

Low Income Customers

- Eligible low-income customers that enter into a Plan and have successfully completed a previous Plan as an eligible low-income customer may be required to provide down payment of up to ten (10) percent of the utility charge arrears accumulated, including applicable late payment charges.
- A payment period of Eight (8) months is to be provided if the amount the customer owes is less than or equal to two (2) times his or her average bill;
- A payment period of Sixteen (16) months is to be provided if the amount the Customer owes is more than two (2) times his or her average bill.
- Where an eligible low-income customer defaults on more than two (2) occasions, over a two (2) billing periods, 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, CCE may cancel the arrears payment agreement.
- If an Eligible low-income customer wishes to close their account prior to the completion of the Plan the remaining amount on the Plan is due along with any outstanding balances at the time of account closure.
- If an eligible low-income customer who successfully completes a Plan, he or she can request a new Plan anytime needed thereafter. However, if a Plan is requested within twelve (12) months of the end of the first successfully completed Plan, CCE, may offer the Plan on the terms applicable to the standard Residential Customer Plan. If a customer failed to perform his obligations under arrears Plan and the Plan was terminated, CCE may require the customer to wait one (1) year before entering another Plan.

All customers will be given twelve (12) days written notice before the Plan is cancelled, and the Plan will be reinstated if the customer pays in full before the cancellation date.

10. REGISTRATION OF LIEN FOR NON-PAYMENT

10.1 CONDOMINIUM CORPORATION'S RIGHT TO REGISTER LIEN ON PROPERTY

Utilities billed by CCE may form part of common expenses under each condominium, as such they are subject to provisions of *The Condominium Act 1998* including registration of lien on a property for non-payment. This process is carried out by CCE, Property Management and solicitors on behalf of the Condominium Corporation.

10.2 LIEN FOR NON-PAYMENT OF UTILITIES

- CCE will issue a reminder notice to the customer by email or by mail once the due date for payment has passed. The reminder notice to each customer will outline the amount outstanding and the potential consequences of non-payment including the risk of a lien being put on the property. This notice will be issued 1-7 days after the bill due date.
- CCE will issue a Final Notice to the customer by email or mail. This notice will outline the total amount in arrears, a due date for payment, instructions on how to make payment and next steps in the lien process should the balance remain unpaid.
- CCE, Property Management, or a solicitor shall issue a Notice of Lien to the customer on behalf of the Condominium Corporation. A processing fee will be added by CCE to the account should the notice be issued.
- Should the balances remain unpaid, CCE or Property Management shall request that a solicitor place a lien on the property of the unit in order to collect outstanding balances. Additional solicitor fees in excess of \$1,200 will also be charged to the customer through the solicitor.
- Payments made on account will be applied to collection fees first then account arrears.
- Customers must allow for a minimum of 3 business days for payments to be processed through the bank.

11. CCE METERING EQUIPMENT POLICIES

The following policy governs the operation, use and management of the metering or submetering systems by CCE. All residential, commercial and industrial multi-unit buildings will be administered by CCE using the following guidelines.

11.1 EQUIPMENT ACCESS

All metering equipment being serviced by CCE must be accessible and un-tampered with during the term with which CCE is providing this submetering service. The owner of a building and/or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to CCE (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection as part of this service offering. Significant delays and obstruction to entrance to units by customers or the Condominium Corporation can constitute a breach of contract and may be subject to financial penalties associated with such obstruction.

The owner of a building and/or condominium corporation shall permanently identify each metered service with respect to its specific unit, address or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets and meter mounting devices, shutoff valves to ensure.

11.2 METER READING AND MANAGEMENT

CCE shall have access to the customer's property and/or electronic access to the metering equipment for meter reading purposes. If a reading cannot be obtained, the customer's bill will be estimated according to historical consumption values normalized on a daily time frame adjusted to the billing period. CCE will attempt to repair any communication fault or meter error within a reasonable time frame and may contact the unit owner to gain access to the meter.

11.2.1 TELEMETRY METER READING AND MANAGEMENT

Meter's that are read remotely through a telemetry based system will report regularly and may be made available to the unit owner on the CCE web interface for better understanding and management of the system. When meter reading faults occur for telemetry based systems they can result in periodic delays in web interface reporting of utility metering data and alarming. CCE shall make every attempt to ensure that meter reading data is available in a timely manner for customers and that service interruptions are minimize and repaired quickly.

11.2.2 FINAL METER READING

The Customer shall notify CCE using CCE's online web forms that they wish to close their account and request a final reading. The Customer shall provide reasonable notice (minimum of seven (7) business days) of the termination date to allow CCE to arrange for a final meter reading. CCE shall attempt to accommodate all final meter reading requests but in the event that a meter reading is unable to be done on the exact meter reading day requested CCE will adjust future meter reading based on a the normalized consumption to arrive an estimated meter reading for the day requested.

11.3 METER DISPUTE TESTING

The following meter testing and dispute policy will be applied to each utility metering type as detailed below.

11.3.1 ELECTRICITY AND NATURAL GAS METER DISPUTE TESTING PROCEDURE

CCE and the customer can resolve the majority of billing inquiries that occur without the assistance of Measurement Canada.

1. CCE will begin the investigation by assessing the customer's account and investigating any potential meter reading errors or associated billing errors. The results of the investigation and additional meter management documentation shall be forwarded to the Customer.
2. If the Customer is not satisfied with the results of the investigation, CCE will arrange for a site visit to determine if the customer's meter and billing readings are accurate for a fee to the customer. If the Customer remains unsatisfied with the results of the site investigation, additional investigations will be offered to the Customer for a fee. As part of this investigation the meter consumption testing will be

compared to the master utility meter (building/complex utility meter) and a reconciliation across the entire building performed.

3. At this point, CCE will inform the customer that assistance from Measurement Canada will be necessary to resolve any disputes. Measurement Canada has jurisdiction in dispute investigations involving the condition or registration of a meter or metering installation.
4. If the Customer requests assistance from Measurement Canada, Measurement Canada will verify the accuracy of the meter, metering installation and billing. The customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada.

11.3.2 WATER AND THERMAL ENERGY METER DISPUTE TESTING PROCEDURE

1. If the system is manually read by a Technician, a second reading of the meter is taken to assess whether a meter reading or recording error occurred during the meter reading process.
2. The majority of the meters used by CCE possess an internal data logger that records hourly usage data by the system. This internal data logger can be downloaded and used to evaluate the consumption profile as recorded by the unit for evaluation and comparison to the recorded unit consumption value.
3. The totalized use by each individual submeter is compared to the utility use as recorded by the master complex utility meters and compared to determine if the amount measured remain within an appropriate error band for the property. In some cases external issues such as maintenance failures and infrastructure leaks can make such a comparison irrelevant but for a properly functioning system the results can be an important tool in evaluating the utility meter.
4. If the unit owner is not satisfied by these above steps then the utility meter may be removed and tested by a third party meter testing facility and the testing results made available to both the Owner and CCE for the purpose of resolving such disputes. Both the Owner, the condominium corporation and CCE agree to uphold the results of the third party test. Additional fees may be incurred for this process and the owner may be liable to pay such charges if the disputed water meter is verified and operating within appropriate tolerances by the testing facility.

11.4 METERS INSPECTIONS, TESTING, REMOVAL AND REPLACEMENT

Meters may be inspected, tested, replaced, removed or re-verified according to accepted standards and practices. CCE shall have access to the customer's building and may request access to the customers unit to perform such inspections, testing and verification or replacement. The building's Management shall permit, provide and maintain access to metering equipment for CCE's use as part of its service obligations.

If during the course of an onsite inspection or test, CCE evaluates that the meter has been tampered with by the unit owner or the condominium corporation CCE reserves the right to impose a tampering fee of not less than \$1,500. The fee will be used to pay for the replacement, re-certification and re-installation of a new meter so that CCE can continue to fulfill its obligation as the utility service provider.

In some circumstance the cost of repairs and meter replacement may be the responsibility of the owner of the unit.

11.5.1 OVERBILLING ERRORS

Where a customer has been found to be over billed, the maximum period of over billing for which the consumer is entitled to be repaid is two (2) years.

If a customer has been over-billed the customer will be supplied with a credit release from for completion. Once completed the customer will receive a credit on their account equal to the amount of the overbilling. The overbilling will be applied to their account immediately and will be applied toward payment of future utility bills. When the customer closes their account with CCE, if there is a substantial credit on the account after payment of all fees then that credit will be returned to the customer in the form of a e-transfer or cheque within six (6) weeks of account closure.

When CCE has over-billed a customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the over-billing policies described above do not apply.

11.5.2 UNDERBILLING ERRORS

Where a customer has been under billed, the maximum period of under billing for which CCE is entitled to be paid is two (2) years.

When a customer is responsible for the under-billed amount, CCE may require payment of the full amount on the next bill or on a separate bill. If the amount is 1.5 times larger than the average amount for the same billing period after normalization then the customer has the option to enroll in an Extended Payment Plan for the under-billed amount.

When CCE has under-billed a customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the Under billing errors do not apply.

12. CUSTOMER PRIVACY POLICY

CCE takes customer privacy very seriously. The application and preservation of customer information is of paramount concern and CCE has a number of procedures in place to authenticate information request prior to release of information. All requests for release of information must come from an identified customer account. The request must be made by the current account holder with CCE. CCE may attempt to contact the customer by phone to confirm the origin of the request and the identity of the customer.

When you set up an account with CCE, you are agreeing to provide certain information voluntarily. This includes name(s), address(s), email, phone and utility usage data. You may also choose to provide bank account information for the purpose of Pre-Authorized Debit (PAD) payment.

Customer information is only shared with the appropriate legal entities including respective Board of Directors, Property Management, development owners and their legal representatives as well as CCE legal representation.

CCE does not share personal information with any other third-party organization. Customer banking information is not shared.

All information, including digital and hardcopy is safeguarded with the highest-level protection. All physical documents are scanned and saved digitally to customer accounts then destroyed. Payment cheques are secured and retained for 6 years before they are destroyed. Customer banking information is destroyed or removed from documents after successful entry into the system for processing PAD payments. Once entered, banking information becomes encrypted so that it is not accessible.

Request for customer utility references will be provided upon written customer request and will be provided to the address or email address requested by the customer. CCE will make every attempt to provide this information in a timely manner.

Request for customer historical utility data may be made by customers will be accommodated by CCE but may be time consuming to extract and may be subject to additional customers fees for this service. Customers have access to data electronically and through their online profile but additional data mining is available and can be provided by CCE at the request of a customer. The data will be provided to a verified customer in an Excel format and raw data will be provided only.

Any requests made by a unit owner for tenant data will be granted as the owner is ultimately responsible for any debts, including unpaid utility bills associated with the property. The tenants account number will not be shared to the owner to restrict login access to the tenants account.

13. CUSTOMER HARRASSMENT & VIOLENCE POLICY

Harassment and violence will not be tolerated from any customer. Harassment includes, but is not limited to: engaging in a course of vexatious comment or conduct against a CCE staff, that is known or ought reasonably to be known to be unwelcome; offensive comments or jokes; bullying or aggressive behaviour; sexual harassment; belittling comments; repeated unwarranted communication; or discrimination.

At the discretion of CCE, customer accounts may be closed due to inappropriate behaviour including harassment and / or violence.

CCE has the right to restrict communication and select the methods in which communication is undertaken. If deemed necessary, CCE may issue a Cease and Desist order.

APPENDIX A – DEFINITIONS

“Acceptable Standards” means the following:

1. With respect to any equipment, device, apparatus or system: in accordance with the standards specified by its manufacturer(s)/supplier(s) and/or CCE and in compliance with all Applicable Laws (including, without limitation, the standards, if any, specified by the Canadian Standards Association) to ensure efficient, proper and safe operation;
2. With respect to any structural or other non-operating element, part or component: good repair, having regard to the standards of a prudent owner.

“Affiliate” has the meaning ascribed thereto in the Canada Business Corporations Act, as amended from time to time and any successor legislation thereto, if the words “body corporate” therein were changed to “Person”.

“Applicable Laws” means in respect of any Person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies and all applicable official directives, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such Person, property, transaction, event or course of conduct or (ii) to which that Person or any of its property is subject.

“Business Day” means a day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario.

“Canadian Standards Association” means the association serving business, industry, government and consumers in Canada which prescribes standards for various industries.

“CCE” means Clean Cut Energy Corp. and its successors and assigns.

“CCE Customer Charges” means the charges and fees set forth in Schedule "B", which are current as of the date specified in Schedule "B", as amended from time to time, as well as the fees provided for in the Conditions of Service.

“CCE Information Materials” means information materials prepared by CCE (and updated periodically, as required) which describe the services of CCE as the electricity and water sub-metering services provider for the Condominium and includes the Customer Services Agreement.

“CCE Investment” has the meaning ascribed thereto in section 3.1.8.

“Commencement Date” shall be the later of the date of the first occupancy of a Unit and the date on which the post-installation obligations of the parties are completed.

“Conditions of Service” means CCE’s Conditions of Service, which are subject to change from time to time, and a current version of which can be found on CCE’s website. The conditions of service document is developed by a Submetering Service provider in accordance with the Ontario Energy Board requirements that describes the operating practices and connection rules for the Service provider.

“Connection” means the process of installing and activating connection assets in order to distribute electricity, water, natural gas and/or Thermal Energy to a Customer;

“Consumer” means a person who uses or consumes electricity, water, natural gas and/or Thermal Energy by an outside supplier;

“Contract” shall mean an agreement between the Submetering Service Provider and the Customer for the supply of Utilities (electricity, water, natural gas or thermal energy) that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract;

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes unit owners and/or tenants of residential or commercial development (owner/developer);

“Customer Services Agreement” means the customer services agreement to be executed by each Unit Owner and/or Occupant, the current form of which is made available at the time of project commencement and shall be subject to change from time to time.

“Defaulting Party” means a party which has committed an Event of Default.

“Disconnection” means a deactivation of connection assets, which results in cessation of distribution services to a consumer;

“Electricity Act” means the Electricity Act, 1998, S.O 1998, c.15, Schedule A;

“Electrical Safety Authority (ESA)” means the person or body designated under the Electricity Act, 1998 regulations as the Electrical Safety Authority;

“Eligible Low-income Consumer” means:

A residential electricity consumer who has been qualified for Emergency Financial Assistance by a qualified government or non-profit organization. It is the responsibility of the Customer to provide documentation verifying low income eligibility

“Emergency Financial Assistance” is any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential Customers.

“Equipment Spaces” means the space within the Units which contain the Electricity and Water Meters.

“Event of Default” means an event described in section 9.1.

“Governmental Authority” means the government of Canada, any province, territory or other political subdivision thereof and any Person exercising any executive, regulatory, judicial or administrative authority thereof.

“Insolvency” means, in respect of any Person, one or more of the following events:

1. the Person shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or otherwise acknowledges in writing its insolvency;
2. a receiver shall be appointed for the Person or any substantial part of its property;
3. any proceeding shall be instituted by the Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of the Person or the Person’s debts under any law relating to bankruptcy, insolvency

- reorganization or relief of debtors, or seeking the entry of an order for relief by the appointment of a receiver, trustee, custodian or other similar official for the Person;
4. any proceeding shall be instituted against the Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of the Person or the Person's debts under any law relating to bankruptcy, insolvency reorganization or relief of debtors, or seeking the entry of an order for relief by the appointment of a receiver, trustee, custodian or other similar official for it, any substantial part of its property or (in the case of the Owner) the Condominium, where any such proceeding has not been stayed or dismissed within sixty (60) days of the commencement of such proceeding; or
 5. the Person takes any action to authorize any of the actions described in sections 1 to 4 above.

"Market Rules" means the rules made under section 32 of the Electricity Act.

"Measurement Canada" means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980 81 82 83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86 131). The purpose of the Agency is to ensure the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity, water and/or natural gas meters.

"Mechanical System" means the system for distributing Electricity, Water Natural Gas and Thermal Energy within the Condominium that comprises all piping, valves, meters (excluding, for greater certainty, the Electricity, Water, Natural Gas and Thermal Energy Submeters), equipment, devices and other appurtenances necessary to provide utilities to and throughout the Condominium.

"Non Defaulting Party" means a party that is not a Defaulting Party

"OEB" mean the Ontario Energy Board or any successor organization that governs the operation of electricity distribution in the province of Ontario

"Occupant" means the occupant of a Unit, including, for greater certainty, a tenant of a Unit, and "Occupants" means more than one Occupant or all Occupants, as the context so requires.

"Occupational Health and Safety Act" means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended or re-enacted from time to time and the regulations made thereunder.

"Owner" shall mean the person or company owning the property on which the submetering system is operating;

"Person" means an individual, partnership, corporation, government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual.

"Personal Information Protection and Electronic Documents Act" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended or re-enacted from time to time and the regulations made thereunder.

"Rate" means any financial rate, charge or other consideration, including a penalty for late payment;

"Regulations" means the regulations made under the Electricity Act of the Ontario Energy Board Act.

APPENDIX B – CUSTOMER SERVICES AGREEMENT



CUSTOMER SERVICES AGREEMENT

Please complete and return all pages to Clean Cut Energy at info@cleancutenergy.ca or fax to 226-780-0284

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:	Electrical Vehicle Parking Unit No.	
Primary Account Holder: Mr. Mrs. Miss Ms. (please Circle)		First Name*:	Middle Name*:	Last Name*:	
Primary Phone*:		Secondary Phone:	Email:		
Mailing Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:		
Secondary Account Holder: Mr. Mrs. Miss Ms. (please Circle)		First Name*:	Middle Name*:	Last Name*:	
Primary Phone*:		Secondary Phone:	Email:		
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 alerts:					

Clean Cut Energy Corp. ("CCE") has been retained by the developer, the owner, the condominium corporation and/or the authorized agent, as applicable (the "Owner/Condominium"), of the premises in which the above-noted Service Address is located (the "Premises") to supply the Services (as defined below) including meter reading, billing and collection services. The terms and conditions set out in this agreement comprise the legally binding agreement between the individual(s) named as Primary Account Holder and Secondary Account Holder (if any) ("Customer") and CCE governing the Customer's use of the Services (as defined below). In consideration of CCE providing the Services, and for other good and valuable consideration, the receipt of which is acknowledged by the Customer, the Customer acknowledges and agrees as follows:

1. The Customer confirms that he is the purchaser/owner, occupant and/or tenant of the Service Address noted above (the "Unit"), located in the Premises. The Customer acknowledges that CCE will provide the following services (the "Services") to the Unit for the term contracted with the Owner/Corporation:
 - a. CCE shall measure and record actual electricity, hot water, cold water and/or thermal energy use for the Unit, as per its contract with the Owner/Corporation (such contracted utilities referred to as the "Metered Utilities");
 - b. CCE shall ensure the subject sub-metering system is operating properly.
 - c. CCE shall, monthly, prepare invoices showing the amount of Metered Utilities consumed at the Unit, as applicable, and the amount payable by the Customer for the Metered Utilities consumed and the Services;
 - d. CCE shall issue monthly invoices by mail or email. Unless otherwise specified by the Customer, CCE 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

2. CCE 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 CCE's Schedule of Charges for the Premises, available on request by contracting CCE.

3. The Customer consents to the provision of the Services and agrees to pay for the Services (the “**Service Fees**”) provided by CCE under this agreement as set forth in invoices delivered by CCE pursuant to this agreement and in accordance with CCE’s agreement with the Owner/Corporation being in accordance with CCE’s Schedule of Charges for the Premises (the “**Schedule of Charges**”), available on request by contacting CCE. Such Service Fees are subject to change from time to time.
4. The Customer understands that the charges for Metered Utilities will be based on measurements by the sub-metering system for the Unit (which, all or a portion of such consumption charges are being collected by CCE on behalf of the Owner/Corporation).
5. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, or occupancy date, as applicable in respect of the Unit). In the event that the Customer does not have an account with CCE, the Customer agrees to contact CCE by telephone at 226-780-0284 to set-up an account on or before such effective date.
6. In the event the Customer rents/sublets the Unit to a third party and the costs and expenses relating to the supply of Metered Utilities are not included in the rent, the Customer will arrange for such third party to enter into a Customer Services Agreement with CCE prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees for the term of such lease/occupancy. Such Customer Services Agreement entered into with such third party will not relieve the Customer of its obligations to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit for so long as it is an owner/tenant/occupant of the Unit. In the event the Customer sells the Unit to a third party, the Customer will arrange for such third party to enter into a Customer Services Agreement with CCE prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees.
7. The Customer shall provide written notice to CCE of his/her intent to sell, rent, vacate and/or assign the Unit and of his/her forwarding address. This notice must be provided to CCE at least 60 days prior to the Customer vacating the Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Unit, CCE will complete a final reading for billing purposes. The Customer will be mailed a final invoice within 60 days of the final reading and any deposit held by CCE 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 CCE to the Customer minus any processing fees. Where the Customer fails to comply with this clause, the Customer’s obligation to pay CCE for the Services shall continue until CCE has made a final reading and the final invoice is paid.
8. The Customer acknowledges that CCE 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 not owned by the Owner/Corporation) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, CCE is not in any way in control of or responsible for the supply of Metered Utilities to the Premises and/or to the Unit.
9. 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 CCE 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 CCE and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify CCE forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, CCE 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 material basis, incurred by CCE to complete all related repairs or other work or improvements to such sub-metering system. Furthermore, any and all such changes shall only be undertaken in accordance with applicable laws.

10. In the event that if in response to a request by the Customer for an inspection of the meters in respect of the Unit, CCE 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 CCE in the Unit. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage the sub-metering system and agrees to indemnify CCE in respect of any losses, costs, expenses or damages caused thereby.
11. The Customer agrees to provide CCE 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 herewith will authorize site personnel at the Premises to grant CCE access to the Unit.
12. Customer will pay each invoice issued by CCE in respect of the Metered Utilities together with the Service Fees on or before the due date and in the manner specified on each invoice and in accordance with the Schedule of Charges. 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 any charges due to CCE under this agreement, then CCE, 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 Metered Utilities to the Unit until such time as such charges are paid in full. CCE shall have no liability whatsoever for the consequences flowing from the disconnection of Metered Utilities due to the Customer's failure to pay invoices or otherwise.
14. CCE retains the right to require payment of a security deposit (which 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 the Schedule of Charges. CCE may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if CCE incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
15. CCE shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when CCE is prevented from such performance by reason of any condition or occurrence which is beyond the control of CCE and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly.
16. CCE 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, loss of data 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.
17. No director, officer, shareholder, employee, agent or other representative of CCE shall be liable at law to the Customer, an occupier of the Unit or a visitor to the Premises or Unit or any claim whatsoever arising out of or pertaining to the provision of the Services.
18. The Customer hereby consents to CCE providing consumption and payment information in respect of the Unit to the Owner/Corporation and/or the subject property manager, and otherwise as may be permitted by law.
19. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages from CCE, its affiliates or authorized service providers in accordance with the terms of CCE's Privacy Policy which is available at www.cleancutenergy.ca. CCE agrees that any personal information provided by the Customer (or by the Owner/Corporation) shall be subject to applicable laws and CCE's Privacy Policy. The Customer agrees that CCE may undertake a credit reference check of the Customer and CCE agrees that the results thereof shall be handled by CCE in accordance with the Privacy Policy and applicable laws. The Customer may contact CCE's Privacy Officer to discuss any question or concerns related to CCE's Privacy Policy or how the Customer's information is being handled by contacting CCE's Privacy Officer by: email at info@cleancutenergy.ca telephone at 226-780-0284. or mail at:

Clean Cut Energy Corp.,
PO Box: 25008
17-370 Stone Road,
Guelph ON N1G 4T4
Attention: Privacy Officer

20. The Customer hereby consents to CCE, its affiliates, related parties and/or authorized service providers contacting him/her 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 withdraw such consent on written notice. CCE may periodically provide the Customer with information concerning Metered Utilities cost savings and conservation measures to assist in reducing consumption and related costs.
21. This agreement may be terminated by CCE by giving the Customer notice thereof, in which case CCE 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 5 hereof apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
22. Any notice required or permitted under this agreement may be given by CCE 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 on the 3rd day following mailing. Where the Customer has selected paperless e-billing, CCE shall have the right to deliver notices required or permitted under this agreement electronically and such notice shall be deemed to have been received upon completion of such electronic transmission. The Customer shall give any notices to CCE by facsimile transmission to 226-780-0284 or ordinary mail (in which case the notice shall be deemed to have been received on the 3rd day following mailing) to Clean Cut Energy Corp., PO Box: 25008, 17-370 Stone Road, Guelph ON N1G 4T4.
23. 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.
24. 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. CCE may assign any of its rights and obligations under this agreement and upon such assignment. CCE 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 Customer 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 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.
25. This agreement 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 CCE may at any time, and from time to time, amend, replace or otherwise change its Schedule of Charges without notice to the Customer except as may be required by applicable law.

26. The Customer hereby agrees to all terms and policies provided in the Conditions of Service Document made available to customers on the CCE website (www.cleancutenergy.ca). The Customer accepts sole responsibility to review this document and contact CCE should they require further clarification or explanation of the information contained within. Provision of the Conditions of Service Document may be subject to change as it is a living document. The posted Conditions of Service document supersedes any previous document containing of conditions of services, oral or written by CCE as the of the effective date of its' posting for our customers. CCE will notify customers when updates are made to this document and will adhere to the two-month posting review period. It is sole responsibly of the customer to review and inform themselves of any updated information in the Conditions of Service.

CUSTOMER SIGNATURE

This agreement is dated as of _____ Day the _____ of _____, 20____ _____ X _____ Primary Account Holder's Signature X _____ Secondary Account Holder's Signature

APPENDIX C – PRE-AUTHORIZED DEBIT FORM



**Please complete the Pre-Authorized Debit (PAD) Plan agreement below
and return to Clean Cut Energy**

I/we authorize Clean Cut Energy Corp. (CCE) and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for bi-monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our CCE account(s). Regular monthly payments for the full amount of services delivered will be debited to my/our specified account 10 days prior to the due date each billing month. CCE will provide a minimum of 10 days written notice of the amount of each regular debit. CCE will obtain my/our authorization for any other one-time or sporadic debits.

This authority is to remain in effect until CCE has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

CCE may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for and PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Please provide a copy of a void cheque or PAD form from your bank to billing@cleancutenergy.ca or mail to 17-370 Stone Road West, PO Box 25008, Guelph ON, N1G 4T4

Please complete the below form (please print)

Date: _____

Account Holder Name(s): _____

Billing Address:

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: (Bus.) _____ (Res.) _____

Email: _____

Authorized Signature(s): _____