



**New Customer Information Package –
General Service**

E.L.K. Energy Inc. is pleased to be your provider of electricity distribution services. Please return this package to our office with the following completed:

- ✓ Complete Part 1 – Customer Identification, **including date of change.**
- ✓ Sign and date Part 2 – Agreement to Provide Electrical Service
- ✓ Check the appropriate boxes in Part 3
- ✓ Attach a minimum of 25% of the required security deposit or reference letter from another electrical or gas distributor, which confirms a good payment history, see Part 3 for further details.
- ✓ Sign and date Part 4 – Privacy of Information
- ✓ Sign and date Part 5 – Payor's Authorization for Pre-Authorized Debits for Business Purposes - Optional

PART 1 – Customer Identification

Service address: Service Address

Municipality of the above service address: _____

Account number (if unknown to be completed by E.L.K.): Account Number

Customer number (to be completed by E.L.K.): _____

Previous customer name if known: _____

I am the owner of the service address

I am a tenant at the service address

Date of customer change: _____

(NOTE: We require a minimum of 2 business days notice prior to the date of change. Readings will be done on the next business date where the ownership change date falls on a weekend or holiday.)

New Customer Information	
Name:	
Any special mailing information (i.e. post office box number or rural route):	
Customer phone -current:	
Customer phone - new:	
Business principals:	
Business President or Owner:	
Business description (this is required to properly classify the account):	
E-mail:	

General Service Classification

All non-residential Customers who hit 50kW or greater in any month of the year are to be classified as General Service above 50kW. For new customers without prior billing history, or existing customers after service size modification, the demand peak will be based on 80% of the service entrance capacity.

PART 2 – Agreement to Provide Electrical Service

I hereby request E.L.K. Energy Inc. to supply electrical service to the premises at the above address. I hereby further agree to pay for service at the authorized rates from the date on which the service is connected, subject to change from time to time. Statements are payable at our office on or before the due date. All accounts not paid by the due date are subject to a late payment charge, as well as collection action including disconnection and payment of a reconnection fee. I understand that in the event that this electrical service requires connection that the connection will only occur during regular business hours. No guarantee of connection date will be made, all connections will be made on a best effort basis.

Signature: _____

Date: _____

PART 3 – Security Deposit

Please check one of the following:

- A security deposit of \$ _____ will be required. Of which 25% is to be paid with this package. The balance can be paid as follows: 25% 1 month after move in date; 25% 2 months after the move in date; 25% 3 months after the due date. A customer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that E.L.K. Energy Inc. undertake a review to determine whether the entire amount of the security deposit is to be returned to the customer as the customer is now in a position that it would have been exempt from paying a security deposit or whether the amount of security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- I have provided a credit rating from a recognized credit rating agency (example Standard and Poor) and as a result qualify for a reduction in security deposit.
- I have enrolled in the pre-authorized debit plan as a result the 25% of the required security deposit can be waived.
- I have provided a letter of reference from another electrical or gas distributor which confirms a good payment history, as a result the security deposit can be waived (please attach letter).
- I have a good payment history with E.L.K. Energy Inc. as a result the security deposit can be waived.
- I request that E.L.K. Energy Inc performs a credit check which is to be made at my expense. If satisfactory, the security deposit can be waived. (The information in the box below must be completed in order to have the credit check completed).

Name: _____ Address: _____

The undersigned certifies the above information to be true and agrees to pay all accounts upon receipt unless otherwise expressly agreed.

The undersigned consents to the obtaining of credit and/or personal information as may be required at any time in the connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any credit information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.

Signature: _____

Date: _____

E.L.K.'s current security deposits policies are included below for your information.

Whenever required by E.L.K., including but not limited to, as a condition of supplying or continuing to supply Distribution Services, the Customer shall provide and maintain security in an amount that E.L.K. deems necessary and reasonable.

A good payment history for all customer classifications must be for the most recent period of time and some of the time must have occurred in the previous 24 months and can include one (1) but not more than one (1):

- *Disconnection Notice or Disconnection trip*
- *Payment (cheque or pre-authorized payment) returned for non-sufficient funds*

The good payment history may be established while a customer of E.L.K. or a letter can be provided from an other electrical distributor or gas distributor in Canada.

General Service Less than 50 kW Customers

Account security deposits must be in the form of cash, cheque or irrevocable letter of credit from a bank as defined in the Bank Act, 1991.

Security deposit shall be calculated as the billing cycle factor (2.5 for monthly billing) times the estimated consumption based on the service's average monthly load with the distributor during the most recent 12 consecutive months. Where this information is not available, the average monthly load will be based on an estimate made by E.L.K. (based on electricity consumption for similar customers and premise types). In the event that the customer has been disconnected in the previous 12 months, the service's average monthly load will be replaced with the highest monthly load.

A minimum of one quarter of the security deposit amount must be paid prior to establishing an active account with the customer. Upon payment of deposit, the customer must sign a letter of agreement with E.L.K. The balance may be paid over three additional installments due one (1) month after the previous installment. Failure to comply within seven (7) days of payment due date may result a disruption of supply.

Security deposit will be waived if the customer can provide proof of good payment history for a period of five (5) years or provide a satisfactory credit check made at the customer's expense.

A security deposit can be reduced by 25% if the customer enrolls in the pre-authorized payment plan. If the pre-authorized payment plan is cancelled or a payment is returned for non-sufficient funds, the balance of the security deposit will be required.

Interest shall accrue on the deposit at the Prime Business Rate less 2% and shall be posted to the customer's account each quarter.

After five years of good payment history, the security deposit will be transferred to the customer's account. If a customer does not meet this criteria, the customer may request a review of the security deposit amount and the new amount will apply.

Where a customer vacates the property, the security deposit will be applied to the final statement of account and any remainder will be refunded to the customer.

General Service Greater than 50k W Customers

Account security deposits must be in the form of cash, cheque or irrevocable letter of credit from a bank as defined in the Bank Act, 1991.

Security deposit shall be calculated as the billing cycle factor (2.5 for monthly billing) times the estimated consumption based on the service's average monthly load with the distributor during the most recent 12 consecutive months. Where this information is not available, the average monthly load will be based on an estimate made by E.L.K. (based on electricity consumption for similar customers and premise types). In the event that the customer has been disconnected in the previous 12 months, the service's average monthly load will be replaced with the highest monthly load.

A minimum of one quarter of the security deposit amount must be paid prior to establishing an active account with the customer. Upon payment of deposit, the customer must sign a letter of agreement with E.L.K. The balance may be paid over three additional installments due one (1) month after the previous installment. Failure to comply within seven (7) days of payment due date may result a disruption of supply.

The required security deposit will be reduced if a credit rating from a recognized credit rating agency is available. The reductions will be consistent with Paragraph 2.4.13 of the Ontario Energy Board's Distribution System Code.

Security deposit will be waived if the customer can provide proof of good payment history for a period of seven (7) years or provide a satisfactory credit check made at the customer's expense.

A security deposit can be reduced by 25% if the customer enrolls in the pre-authorized payment plan. If the pre-authorized payment plan is cancelled or a payment is returned for non-sufficient funds, the balance of the security deposit will be required.

Interest shall accrue on the deposit at the Prime Business Rate less 2% and shall be posted to the customer's account each quarter.

After seven (7) years of good payment history, the security deposit will be transferred to the customer's account. If a customer does not meet this criteria, the customer may request a review of the security deposit amount and the new amount will apply.

Where a customer vacates the property, the security deposit will be applied to the final statement of account and any remainder will be refunded to the customer.

PART 4 – Privacy of Information

To provide you with a reliable source of electricity, E.L.K. needs to collect and use certain personal information about you. As of January 1, 2004 the federal legislation protecting your privacy requires that E.L.K. obtain your consent to collect, use and disclose your personal information for identified purposes. We invite you to read this notice carefully to understand our policies and practices with respect to personal information.

The nature of personal information we collect may include: Information we receive from you such as your name, address, contact information and general financial, credit and reference information;

- Facts about your historical and current consumption of power;
- Information about your transactions with us, such as meter number, account number, account balances, payment history, and account activity;
- Identifying information, such as a driver's license.

E.L.K. uses the information we collect for the following purposes:

- To provide you with continuous electric service and to bill you for that service;
- To assist us in the collection of accounts;
- To respond to your inquiries about energy use and billing;
- To prevent fraud with respect to both you and our company;
- To meet legal and regulatory requirements.

Because of the structure of the electricity sector in Ontario, it may be necessary to share your billing and consumption information with third party billing and settlement agencies. For example, your billing and consumption information may be provided to a retailer with whom you have chosen to enter into a separate contract. Your information may also be disclosed or shared with other agencies or organizations as required by law or regulation.

We have developed and implemented a Corporate Privacy Policy for maintaining the confidentiality and security of your personal information. At any time, you have the right to request access to your personal information which we have collected and to request amendments to personal information about you to ensure its accuracy and completeness. To make a request for access to personal information we may have collected, disclosed or used about you or to request that your personal information be amended, please contact Cheryl Duncan.

I have read and understand this statement of E.L.K. regarding the collection, use and disclosure of my personal information, and I hereby consent to have E.L.K. collect and use my personal information for the purposes stated above.

Signature: _____

Date: _____

PART 5 – Payor’s Authorization for Pre-Authorized Debits for Business Purposes

Monthly pre-authorized debits are a hassle free payment method for enrollment in our pre-authorized debit plan please complete the following form and attached a specimen cheque marked “VOID”.

1. Payor's Name and Address.

I/We warrant and represent that the following information is accurate.

Name: _____
Address: _____

Telephone #: _____
Account #: _____

Name of Payor's Financial Institution (the "Processing Institution")

Bank #: _____
Transit #: _____
Account#: _____

I/We have attached a specimen cheque marked “VOID” to this payor authorization (the “Authorization”).

I/We will inform the Payee, in writing, of any change in the information provided in this section of the Authorization prior to the next due date of the PAD.

2. Payee's Name and Address;

E.L.K. Energy Inc.
172 Forest Avenue
Essex, Ontario N8M 3E4
(519) 776-5291

3. I/We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against our account, as listed above, (the "Account) in accordance with the Rules of the Canadian Payments Association.
4. I/We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization below.
5. I/We hereby authorize the Payee to issue Pre-authorized Debits (as defined in Rule H4 of the Rules of the Canadian Payments Association) (the "PAD") drawn on the Account, for the following purpose: utility account payments.
6. I/We may cancel the Authorization at any time upon providing written notice to the Payee.
7. I/We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of the

Authorization to the Payee, regardless of the method of delivery, constitutes delivery by me/us.

8. The Payee will provide to me/us, at the address provided in Section 1:
 - a. With respect to fixed amount PAD's, written notice of the amount to be debited (the "Payment Amount" and the date(s) on which the Payment Amount debited will be posted to our Account (the "Payment Date"), at least 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
 - b. With respect to variable amount PADs, written notice of the Payment Amount and the Payment Date(s), at least 10 calendar days before the Payment Date of every PAD; and
 - c. With respect to a PAD plan that provides for the issuance of a PAD in response to direct action of mine/ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by me/us for a payment obligation that meets the requirements of Section 2 of Rule H4, no notice is required.

9. The Payee may issue a PAD monthly in a dollar amount up to the maximum of the actual bill.

10. I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued or caused to be issued by the Payee on the Account.

11. Revocation of the Authorization does not terminate any contract for goods or services that exist between me/us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearings on the contract for goods or services exchanged.

12. I/We may dispute a PAD only under the following conditions:
 - a. The PAD was not drawn in accordance with the Authorization;
 - b. The Authorization was revoked; or
 - c. Pre-notification, as required under section 8 was not received.

I/We acknowledge that in order to be reimbursed a declaration to the effect that neither (a), (b), or (c) took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 10 business days after the date on which the PAD in dispute was posted to the Account.

I/We acknowledge that when disputing any PAD beyond the time allowed in this section it is a matter to be resolved solely between me/us and the Payee, outside the payments system.

13. I/We agree that the information contained in the Authorization may be disclosed to Royal Bank of Canada as required to complete any PAD transaction.

14. I/We understand and accept the terms of participating in this PAD plan.

Signature: _____

Date: _____