



# Continuous Safety Services Program

## Terms & Conditions

### 1. Facilities

The facilities identified by the Applicant in Schedule “B” are subject to the terms of the CSS program as contained herein.

### 2. Customer’s Obligations

#### a. Compliance

The Applicant agrees to comply with all provisions of the Code including filing applications for inspection for electrical work beyond the scope of work covered by the CSS program as provided in the Code.

The Applicant agrees to comply with all provisions of the CSS program as provided in this application.

#### b. Inspector Access and Authority

The Applicant agrees to provide the ESA Inspector(s) access to their facilities and to the corresponding electrical systems and equipment.

The Applicant will provide a person knowledgeable of the maintenance activities to accompany the Inspector at each of the facilities being inspected.

The Applicant will permit the recording of information, including but not limited to photographic records, as required by the Inspector during the inspection process.

#### c. Record of Electrical Work

The Applicant is required to record all electrical maintenance work conducted at the facilities in a format acceptable to ESA in accordance with Rule 2-003 of the Code. Any work not recorded in this manner is considered outside the scope of the CSS program. Customers using their own internal recording system must provide copies of ALL electrical maintenance work to ESA upon request.

#### d. Ownership of Maintenance Records

The Applicant agrees that the ESA retains ownership of any record logbook system provided to the Applicant and may request these records as required.

#### e. Correction of Defects

The Applicant agrees that all hazards, including deficiencies or situations of non-compliance with the Code, as identified and reported by the ESA will be remedied on a timely basis in accordance with the Code and as required by the ESA. Any non-compliance with the Code identified by ESA as Life and/or Property hazards shall be remedied immediately and the repair status reported to ESA within 14 days.

#### f. Equipment Stoppage

The Applicant understands the ESA may require that electrical systems or equipment be stopped or de-energized in order to conduct an inspection. ESA will confer with the Applicant prior to taking such action except in the circumstances where, in the opinion of the ESA Inspector, the



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system or equipment poses a serious safety hazard in which case the ESA Inspector may require immediate stoppage or de-energizing of the electrical system or equipment.

### 3. ESA's Obligations

#### a. Inspections

The ESA will periodically inspect to the standards as prescribed by the Code the facilities listed in Schedule "B" in accordance with the electrical work identified in the logbook system provided or as agreed to by the ESA

#### b. Visual Review

ESA Inspectors will conduct a visual review of the work recorded by the Applicant.

#### c. Reporting

The ESA will provide a report to the Applicant on non-compliance(s) and non-conformance(s) with the Code as identified by the Inspector at the time of inspection.

#### d. Confidentiality

The ESA will maintain confidentiality of the Applicant's information in accordance with its Access and Privacy Policy.

### 4. Fees and Payment

The Applicant agrees to pay the ESA fees in accordance with the fee schedule set forth in Schedule "A" attached hereto.

### 5. Liability

The ESA does not warrant or guarantee through its inspection process the identification of all defects or non-conformances with the Code. In no event shall the ESA be liable under the CSS program or otherwise for any damages arising out of or related to its inspections, including but not limited to special, indirect, incidental, punitive, exemplary, consequential damages or loss of profits or loss of use of any property.