



Conditions of Service

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Utilimeter Corporation
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Office Hours: Monday to Friday 9:00am to 5:00pm

Utilimeter reserves the right to modify, expand, change, amend, or update this document (Conditions of Service) at any time.

1. Identification

Utilimeter Corporation (Utilimeter) is licensed by the Ontario Energy Board (OEB) to engage in sub-metering and to supply sub-metering and related services.

2. Interpretation

- 2.1 Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document.
- 2.2 Headings and paragraph numbers are for convenience of reference only and shall not affect the construction or interpretation of this document.
- 2.3 Words in the singular number include the plural and vice versa and words importing the use of any gender shall include all genders where the context or party referred to so requires and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

3. Amendments and Changes

- 3.1 Utilimeter will provide advance public notice of any pending changes to its Conditions of Service to its existing customers and their occupants by including a notice with monthly billing and by posting a notice at www.utilimeter.ca. The notice will include a proposed time-line for implementation of the changes.
- 3.2 Occupants may make written comment on the proposed changes to Utilimeter who will review and respond in writing to each comment.
- 3.3 This document and any amendments hereto shall form part of any contract between Utilimeter and a occupant, including the Utilimeter Services Agreement.

4. Services to be Maintained by Utilimeter

- 4.1 Utilimeter shall maintain a mailing address in Ontario.
- 4.2 Utilimeter shall maintain a current telephone number listed in Ontario, which may be reached by the general public without charge.
- 4.3 Utilimeter shall make available its mailing address and phone number to its occupants.

5. Utilimeter Rights and Obligations

- 5.1 Utilimeter has the rights and obligations with respect to a occupant as set out in this document and the Utilimeter Services Agreement entered into by Utilimeter and a occupant.

6. Occupant Complaint and Dispute Resolution Process

- 6.1 If an occupant has a complaint they should contact Utilimeter by phone or e-mail during regular business hours.
- 6.2 Upon receipt of the complaint a Utilimeter customer service representative (CSR) will contact the occupant to acknowledge receipt of the complaint. Utilimeter will attempt to resolve the complaint. If the complaint cannot be resolved by the CSR, it will be escalated. Utilimeter will follow up with the occupant as required to resolve the complaint.

7. Definitions

- 7.1 “**Agreement**” means this agreement including the Schedules and all amendments hereto made by written agreement between the parties hereto;
- 7.2 “**Additional Submetering Services**” means either water or gas utility submetering services;
- 7.3 “**Administrative Fees**” means the fees charged by Utilimeter to Occupants in accordance with the fee schedule set out in Schedule “A”, as may be amended from time to time in accordance with the terms of this Agreement;
- 7.4 “**Applicable Laws**” means all statutes, laws, by laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction in force from time to time;
- 7.5 “**Building Services**” means the services provided by Utilimeter to establish and maintain an electricity submetering program at the Building, which services include an initial audit to ensure the feasibility of installing the Submeter System in the Building, and if feasible: (i) the initial supply and installation of the Submeter System at the Building; (ii) ongoing maintenance of the Submeter System in accordance with the terms of this Agreement and Applicable Laws; and (iii) administration and management of the electricity submetering program including meter reading, billing and collection for Occupant accounts and the remittance of Electricity Fees to the Client;
- 7.6 “**Business Day**” means any day other than a Saturday, Sunday or other statutory holiday in the Province of Ontario;
- 7.7 “**Electricity Fees**” means the fees charged by the Utility Provider to the Client for the Building’s electricity consumption;
- 7.8 “**Losses**” in respect of any matter, means all losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter;
- 7.9 “**Occupant**” means a person who has executed a Service Contract with Utilimeter;
- 7.10 “**Person**” includes an individual, a firm, a corporation, a syndicate, a partnership, an association, a joint venture, a government or agency thereof or any other legal or business entity whatsoever;
- 7.11 “**Service Contract**” means the agreement pursuant to which Utilimeter provides Unit Services the form of which is attached as Schedule B hereto;

- 7.12 “**Submeter System**” means the submeters and related networking and communications equipment installed at the Building by Utilimeter for the purpose of providing the Building Services and Unit Services;
- 7.13 “**Unit Services**” means the services provided by Utilimeter to Occupants pursuant to a Service Contract, which shall include: (i) submeter reading and reporting; (ii) maintenance of Submeter System to ensure accurate measurements; (iii) ongoing customer service; and (iv) monthly billing and collection services;
- 7.14 “**Term**” has the meaning set out in section 9.01;
- 7.15 “**Utility Provider**” means the local electricity provider that distributes electricity to, and bills for electricity consumption at, the Building.

8. Contracts

- 8.1 Utilimeter shall require all occupants to enter into a services agreement.
- 8.2 In all cases, notwithstanding the absence of a written services agreement with a occupant, Utilimeter shall have an implied contract with any occupant that receives services from Utilimeter. The terms of the implied contract shall be deemed to be those found in Utilimeter services agreement, as amended from time to time.
- 8.3 The use of services from Utilimeter constitutes a binding contract with Utilimeter, which includes this Conditions of Service which may be amended from time to time and all terms hereunder. The person so accepting services from Utilimeter shall be liable for payment for the same, and such contract shall be binding upon such person’s heirs, administrators, executors, successors, or assignees.
- 8.4 If Utilimeter has not received a request to open an account in the name of the occupant or main account holder, the occupant or main account holder is responsible for all electricity used from whichever is applicable: In the case of an apartment building the date their lease is signed or In the case of a condominium the date the condo board agrees billing will begin.
- 8.5 In the case Utilimeter has not been notified of a new tenant moving in, the electricity consumed will be added to the building’s bulk bill.

9. Disconnection and Reconnection

- 9.1 Utilimeter reserves the right to disconnect the services and or/the supply of electricity to an occupant for reasons not limited to:
- I. contravention of the laws of Canada or the province of Ontario, including Ontario’s Electrical Safety Code.
 - II. adverse effect on the reliability and safety of the sub-metering system or the exempt distributor’s distribution system.
 - III. imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering or exempt distributors’ distribution system.
 - IV. a material decrease in the efficiency in the efficiency of the sub-metering system or the exempt distributor’s distribution system.
 - V. a materially adverse effect on the quality of distribution services received by an existing connection.
 - VI. inability of Utilimeter to perform planned maintenance and inspections.
 - VII. failure of the occupant to comply with a directive if Utilimeter that Utilimeter makes for purposes of meeting its license obligations

VIII. the occupant owes Utilimeter money for services or a security deposit. Utilimeter shall provide the occupant a reasonable opportunity to provide the security deposit consistent with its security deposit policy set out in this document.

9.2 If the occupant has not paid their bill by the due date steps will be taken to collect the amount owing from the occupant. If the invoice remains unpaid after the due date and seven days after the disconnection notice (and other applicable public safety notices or information bulletins issued by public safety authorities to Utilimeter, including but not limited to the Fire Safety Notice of the Office of the Fire Marshall) has been given to the occupant, the services and/or supply of electricity may be disconnected and not restored until payment arrangements satisfactory to Utilimeter have been made, including costs of reconnection. Discontinuance of the services and/or supply of electricity does not relieve the occupant of the liability of arrears or other applicable charges for the balance of the term of the contract, nor shall Utilimeter be liable for any damage to the occupant's premises resulting from such discontinuance of services and/or supply of electricity. Disconnection notices will be in writing and if sent by registered mail shall be deemed to be received upon delivery.

9.3 Utilimeter may disconnect an occupant without notice in accordance with a court order or for emergency, maintenance, safety, or system reliability reasons. Every effort will be made to notify occupants of power interruptions. Utilimeter shall not be liable in any manner to occupants for failure to provide notice of planned power outages or interruptions or for any change to the schedule of interruptions or outages.

9.4 Occupants who require an uninterrupted source of power for life support must provide their own back-up power equipment to protect against outages or interruptions in the supply of electricity. Occupants with a life support system shall inform Utilimeter of their medical needs and available back-up power equipment. Occupants are responsible for ensuring this information is accurate and up to date. Utilimeter will make a reasonable effort to contact those with life support systems prior to outages but will not be liable in any manner to the occupant for failing to do so.

10. Metering

10.1 Utilimeter will supply, install, own, and maintain the sub-metering system. The location of the system and its components shall be in compliance with Utilimeter's specifications as agreed to by the building owner.

11. Meter Dispute and Testing

11.1 Metering inaccuracy is an extremely rare occurrence. In most cases a meter dispute can be resolved between Utilimeter and the occupant. Either Utilimeter or the occupant may request the service of Measurement Canada to resolve a dispute. If an occupant initiates a dispute, Utilimeter will charge the occupant a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

11.2 Meter Errors resulting in a dispute request by the occupant or Utilimeter will be dealt with in accordance with Measurement Canada standards.

12. Security Deposits

12.1 Whenever required by Utilimeter, but not limited to, as a condition of providing or continuing to provide services, occupants shall provide and maintain a security deposit in an amount that Utilimeter deems necessary and reasonable.

12.2 Utilimeter will not discriminate among occupants with similar risk profiles or risk related factors except where expressly permitted under the Ontario Energy Board's Unit Sub-Metering Code.

12.3 Utilimeter may require a security deposit from an occupant unless the occupant has a good payment history of 1 year.

12.4 Utilimeter shall require occupants with specific reasons for requiring the security deposit.

12.5 The security deposit may be waived based on the following criteria:

I. The occupant has a good payment history based on the most recent occupant history with some portion in the most recent 24 months, during which time the occupant;

I. had no more than one notice of disconnection;

AND

II. had no more than one (1) payment returned for insufficient funds;

AND

III. had no disconnect/collect trip.

12.6 For the purposes of providing proof of good payment history, the occupant may provide a letter from an electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.

12.7 Utilimeter will advise a residential occupant that the security deposit requirement will be waived for an eligible low-income occupant. The occupant will be required to verify their low-income eligibility by confirmation from a social service agency or government agency.

12.8 Utilimeter will provide advance public notice of any changes to its security deposit policy set out in this document. Notice shall be, at a minimum, provided to each occupant by means of a note on or included in the occupant's invoice.

12.9 If any of the preceding events occur due to error by Utilimeter or another sub-metering provider, the occupant's good payment history shall not be affected.

12.10 The maximum amount of a security deposit which Utilimeter may require an occupant to pay shall be calculated in the following manner:

I.) by multiplying Utilimeter's billing cycle factor of 2.5 by the occupant's estimated invoice based on the occupant's average monthly load with Utilimeter during the most recent 12 consecutive months within the past 2 years, and;

II.) where relevant usage information is not available for the occupant for 12 consecutive months within the past 2 years, or where Utilimeter does not have systems capable of making the above calculation, the occupant's average monthly load shall be based on a reasonable estimate made by Utilimeter.

12.11 The form of payment of a security deposit for an Occupant shall be cash or cheque at the discretion of the occupant, or such other form as acceptable to Utilimeter.

12.12 Utilimeter shall permit the occupant to provide a security deposit in equal installments over 6 months. An occupant may, at their discretion, choose to pay the security deposit over a shorter period.

- 12.13 Interest shall accrue monthly on security deposits commencing on receipt of the total security deposit required by Utilimeter.
- 12.14 The interest rate shall be at the prime lending rate as published on the Bank of Canada Website less 2 percent, updated quarterly.
- 12.15 The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the occupant or otherwise.
- 12.16 Utilimeter shall review every occupant's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the occupant as the occupant is now in a position that it would be exempt from paying a security deposit had it not already had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- 12.17 An occupant 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 Utilimeter undertake a review to determine whether the entire amount of the security deposit is to be returned to the occupant, as the occupant is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit,
- 12.18 Where Utilimeter determines in conducting a review that's one or all of the security deposit is to be returned to the occupant, Utilimeter shall promptly return this amount with interest to the occupant by crediting their account.
- 12.19 Utilimeter shall promptly return any security deposit received from the occupant upon closure of the occupant's account, subject to Utilimeter's right to use the security deposit towards other amounts owing by the occupant to Utilimeter. The security deposit shall be returned within 6 weeks of closing the account.
- 12.20 Where all or part of the security deposit has been paid by a third party on behalf of an occupant, Utilimeter shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:
- I.) the third party paid all or part (as applicable) of the security deposit directly to Utilimeter;
 - II.) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that Utilimeter return all or part (as applicable) of the security deposit to it rather than the occupant
 - III.) there is not then any amount overdue for payment by the occupant that Utilimeter is permitted to apply the security deposit towards.

13. Invoices and Billing

13.1 Utilimeter shall provide invoices to occupants on a monthly basis

13.2 The occupant may dispute charges provided by Utilimeter or any other matter by contacting and advising Utilimeter of the reason for dispute. The dispute must follow the dispute resolution process set out herein.

14. Payments

14.1 Invoices are generated for services provided to the occupant. Invoices are payable in full by the due date. In the event that a payment is overdue, interest charges shall apply.

14.2 Utilimeter's service charges set out in Schedule A hereto may be charged to the occupant where applicable.

14.3 Payments on invoices may be made to Utilimeter by:

I.) Cheque or money order to:

UTILIMETER CORPORATION INC.

100 Marmora Street, Toronto ON,

ON M9M 2X5, Suite 201

II.) Utilimeter offers Pre-authorized payments where the invoice amount will automatically be deducted from the occupant's bank account on the due date indicated on the invoice. To apply for pre-authorized payments, occupants must complete the pre-authorized payment plan agreement available on Utilimeter's website www.utilimeter.ca

15. Payment Terms and Late Payment Charges Detailed

15.1 Billing is based on a cyclical 30-day period with meter readings taking place on the 30th day.

Invoice processing begins on the first day of the new period. The payment terms are net 10 days.

Occupants are expected to issue payment by the 15th day. Payment is expected to be received no later than day 20 to allow for mailing and bank processing.

16. Late Payment Charges

16.1 Interest charges will be applied at 2% of the outstanding balance in the event of payment not received by day 20. If payment has not been received after the 20-day mark, reminder notices will be processed and mailed to the occupant.

16.2 If payment has not been received by day 40 a disconnection notice will be issued to the occupant indicating full payment of the amount owing (including additional charges) is not paid in full immediately that electricity will be disconnected on day 47.

16.3 Where a partial payment has been made on or before the due date, interest charges will only apply to the amount of the invoice outstanding at the due date.

16.4 Outstanding bills are subject to Utilimeter's collection process and may lead to service disconnection. Once satisfactory payment has been made, services will be restored. The discontinuance of services does not relieve the occupant of outstanding payments or any liabilities thereof. Utilimeter shall not be liable for any damage on the occupant's premises resulting from the discontinuance of services. Reconnection charges will apply where services have been disconnected due to non-payment.

16.5 The occupant will be charged for the processing of non-sufficient fund cheques.

16.6 Occupants will be required to pay special charges on request of Utilimeter. These include; a change of occupancy, visiting a occupant's premises to collect payment, and disconnect and reconnect fees.

17. Occupant Information

17.1 Utilimeter shall collect, use and disclose occupant information in accordance with Utilimeter's Privacy Policy, applicable laws and pursuant to the consent of the occupant set out in the services contract.

Schedule A

UTILIMETER SERVICE CHARGES

Service	Description	Fee
Account Set-up Fee	Cost to establish a new account with Utilimeter. This cost covers move in and move out meter readings.	\$75.00 for residential Occupants waived to \$35.00 when you sign up for pre-authorized payments
		\$200.00 for Commercial Occupants waived to \$100.00 when you sign up for pre-authorized payments
Security Deposit	<p>Each Utilimeter occupant will be charged a security deposit.</p> <p>The cost factor is based on 2.5 times the average hydro bill per occupant</p> <p>Security Deposits shall not constitute payment of an outstanding account and shall only be applied to amounts owing on a Utilimeter account when the account is closed, before Utilimeter initiates any disconnections due to non-payment or otherwise in accordance with applicable laws.</p> <p>Security deposits will be refunded when the account is closed or if the occupant has 1 year of good payment history for residential occupants or 5 years for non-residential occupants set out by section 4.1.4 of the Unit Sub-metering Code.</p> <p>Interest rates shall be added to security deposits on a monthly basis. Interest rates shall be the average over the period of the prime lending rate set out by the Bank of Canada less 2 percent. Interest shall be paid out every 12 months, upon a refund or application of security deposit or upon closure of the customer's account, whichever comes first.</p> <p>Upon final billing of an account, security deposits will be applied to the final bill, and the remainder will be refunded to the occupant.</p>	\$150 for Residential Customers
		\$800.00 for Commercial Customers

<p>Late payment Charge</p>	<p>Any bill sent to the occupant by Utilimeter must be payable in full by the due date ie. not later than 16 calendar days after the bill was issued.</p> <p>Interest charges will be applied to the outstanding balance in the event of a payment not received by the due date.</p> <p>In the event partial payment has been made on or before the due date, interest charges will apply only to the outstanding bill.</p>	<p>2% of outstanding amount monthly.</p>
<p>NSF Fee</p>	<p>A non-sufficient funds charge will be charged if payment does not clear the bank.</p>	<p>\$35.00 per occurrence</p>
<p>Disconnect/ Reconnect Fee</p>	<p>A fee will be charged upon disconnection of a metered service as determined to do appropriately by Utilimeter. The unit will be disconnected only after the occupant receives reminder notices as well as a disconnection notice. A reconnect fee will be charged upon the request for reconnection of a meter that was disconnected for arrears. A meter will only be reconnected once the arrears are paid in full.</p>	<p>\$100 Disconnect/Reconnect Fee</p>
<p>Meter Dispute Fee</p>	<p>Upon the request of the occupant, Utilimeter will conduct a meter accuracy test. Utilimeter will charge the customer a meter dispute fee if the meter is found to be accurate. If the meter is inaccurate, Utilimeter will refund the fee and make necessary adjustments to the customer's bill.</p> <p>Either the customer or Utilimeter may request that Measurement Canada resolve a meter dispute. If the occupant requests Measurement Canada to determine the dispute, Utilimeter will charge the occupant a meter dispute fee. If the meter is found inaccurate by Measurement Canada, Utilimeter will refund the fee and make necessary adjustments to the customer's bill.</p>	<p>\$100.00</p>
<p>Field Collection Charge</p>	<p>When Utilimeter needs to dispatch a representative to the service location to collect payment on a customer's request.</p> <p>Or when a disconnection notice is delivered to a customer for an outstanding account.</p>	<p>\$30.00</p>

