



# **Metergy Solutions Inc.**

# **Conditions of Service**

## **Canada**

**July 1, 2023**

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## **SECTION 1 INTRODUCTION**

These Conditions of Service set out the terms and conditions upon which Metergy provides submetering and/or billing services (which may include meter reading, allocation of Commodities to individual suites or units, billing and/or collection activities) to residential and commercial customers in Canada.

### **1.1 IDENTIFICATION OF METERGY**

Metergy is a corporation existing under the laws of the Province of Ontario. Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to multi-residential and commercial customers in Canada.

Metergy holds (i) a Unit Sub-Metering License issued by the Ontario Energy Board and (ii) an Accreditation Certificate issued by Measurement Canada.

### **1.2 CONDITIONS OF SERVICE, APPLICABLE LAWS AND CUSTOMER AGREEMENTS**

Metergy conducts its operations in accordance with all Applicable Laws. In the event of a conflict between these Conditions of Service and any Applicable Laws, the stricter requirement set out in these Conditions of Service or such Applicable Laws shall prevail. In the event of a conflict between an agreement with a customer and these Conditions of Service, unless expressly stated in such customer agreement, these Conditions of Service shall prevail.

Although these Conditions of Service are a Unit Sub-Metering License requirement for Metergy to operate within the Province of Ontario, the general practices and policies outlined within these Conditions of Service apply to all Metergy customers serviced throughout Canada.

### **1.3 INTERPRETATION**

In these Conditions of Service, unless the context otherwise requires:

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa; and
- Words referring to a gender include any gender.

### **1.4 AMENDMENTS AND CHANGES**

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with all Applicable Laws.

The provisions of these Conditions of Service and any amendments thereto form part of any agreement between Metergy and its customers.

In the event of changes to these Conditions of Service, Metergy will, in accordance with the requirements of the Ontario Electricity Sub-Metering Code (if applicable), provide notice of

the changes before they become effective and post the current version of the Conditions of Service on its website. Upon request, Metergy will provide a written copy of these Conditions of Service to any person requesting it.

## **1.5 CONTACT INFORMATION**

Customers may contact Metergy using one of the following methods:

### **Telephone:**

- Emergency Service - 24 hours a day 1-866-449-4423
- Customer Inquiries, Account Information, Billing - 1-866-449-4423

### **Bill Payments by Mail:**

- Metergy Solutions Inc.  
C/O T10504  
PO Box 4388, Station A  
Toronto, ON M5W 3S1

### **Mail Correspondence:**

- Metergy Solutions Inc.  
Customer Care Centre  
PO Box 4638, Station "A"  
Toronto, ON M5W 5C7

**Email:** [customercare@metergysolutions.com](mailto:customercare@metergysolutions.com)

## **SECTION 2 SECURITY DEPOSIT**

### **2.1 SECURITY DEPOSIT REQUIREMENTS**

Unless otherwise expressly agreed to in a customer agreement and except for customers who meet the security deposit waiver conditions described below, all customers are required to pay a security deposit.

Security deposits must be paid to Metergy using one of the following methods: (i) cash; (ii) cheque; (iii) money order; (iv) bank draft; (v) certified cheque (vi) an automatically renewing, irrevocable letter of credit from a bank as defined in the *Bank Act*, S.C. 1991, c. 46; or (vii) a letter of guarantee from a reputable third party (e.g., parent company).

The amount of the security deposit will not exceed the billing factor 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 or where Metergy's systems are not capable of making the above calculation, 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's highest actual or estimated monthly load, rather than the customer's average monthly load, may be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

- 2.5 for monthly billed customers
- 1.75 for bi-monthly billed customers
- 1.5 for quarterly billed customers

### **2.2 PAYMENT BY INSTALLMENTS**

Non-residential customers may pay security deposits in 4 equal monthly installments.

Residential customers may pay security deposits in 6 equal monthly installments, including where an existing security deposit has been applied against amounts owing, as permitted by the Ontario Electricity Sub-Metering Code (if applicable), and Metergy has requested the customer to repay the amount of the applied security deposit, or where Metergy has determined that the amount of the security deposit should be increased. Other than electricity residential customers in Ontario, Metergy may require that any such repayments or additional security deposit be paid at the same time as the customer's next bill.

### **2.3 WAIVER CONDITIONS**

Security deposits will be waived if any of the following conditions are met:

- a) In the case of a residential customer, if the customer has demonstrated a good payment history of one year, and in the case of a non-residential customer, if the customer has demonstrated a good payment history of three years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24

months. A customer is deemed to have a good payment history unless, during the relevant time period: (i) the customer has received more than one disconnection notice from Metergy; (ii) more than one cheque or more than one pre-authorized payment provided to Metergy has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) Metergy has applied a security deposit against an amount owing by the customer at the time and Metergy requested the customer to repay the amount of the security so applied. A customer is also deemed to have a good payment history if the customer provides a letter from a licensed electricity distributor or gas distributor in Canada confirming a good payment history with that distributor during the relevant time period;

- b) In the case of a residential customer, if the customer participates in and meets the requirements of Metergy's pre-authorized payment plan, provided that a deposit may otherwise be required by Metergy as permitted by section 4.1.3B of the Ontario Electricity Sub-Metering Code (if applicable);
- c) The customer provides an acceptable credit reference from a recognized credit agency; or
- d) In the case of an electricity residential customer in Ontario, if the customer is an eligible low-income consumer and the customer requests a waiver of the applicable security deposit and meets the applicable waiver conditions under the Ontario Electricity Sub-Metering Code.

## **2.4 REFUND OR APPLICATION OF SECURITY DEPOSITS**

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Metergy account when the account is closed, before Metergy initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.

Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Metergy for a minimum period of one year for residential customers or three years for non-residential customers. Upon a customer's request and provided that such request is made no earlier than 12 months after the payment of a security deposit or after the previous similar request, Metergy will review the customer's account to determine whether the security deposit will be refunded to the customer or adjusted to reflect the maximum amount of security deposit required by Metergy.

Interest shall accrue monthly on security deposits paid by cash, cheque, money order or bank draft commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less two percent. The interest accrued shall be paid out (including by application to the customer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the customer's account, whichever comes first.

Upon final billing of an account, security deposits paid by cash, cheque, money order or bank draft, plus interest, will be applied to the final bill, and any remainder will be refunded to the customer. Security deposits paid other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the customer.

## **SECTION 3 BILLING CYCLE PERIOD AND PAYMENT**

### **3.1 BILLING CYCLE PERIOD**

Metergy may, at its option, render bills to its customers on either a monthly, every two months, quarterly or annual basis.

### **3.2 ISSUANCE OF BILLS**

Bills may be sent by email, mail or made available over the internet. If the bill is sent by email, the bill is deemed to be issued on the date on which the email is sent. If the bill is sent by mail, the bill is deemed to be issued on the third day after the date on which the bill is printed. If the bill is made available over the internet, the bill is deemed to be issued on the date on which an email is sent to the customer notifying the customer that the bill is available for viewing over the internet. If the bill is sent by more than one of the above described methods, the bill is deemed to be issued on whichever date of deemed issuance occurs last.

### **3.3 PAYMENT REQUIREMENTS**

Bills are rendered for submetering and/or billing services provided to the customer. Bills are payable in full by the due date (i.e., no later than 20 calendar days after the bill was issued); otherwise, overdue interest charges will apply. Where a partial payment has been made by the customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.

If a bill is paid by mail, the payment is deemed to be received by Metergy three days prior to the date on which Metergy receives the payment. If a bill is paid at a financial institution or electronically, the payment is deemed to be received by Metergy on the date on which the payment is acknowledged or recorded by the customer's financial institution. If a bill is paid by credit card, the payment is deemed to be received by Metergy on the date and at the time that the charge is accepted by the financial institution issuing the credit card.

### **3.4 JOINT BILLING ARRANGEMENTS**

Where Metergy issues a single bill to a customer for other services in addition to electricity submetering services, Metergy will allocate any payment of such bill in accordance with the terms of any relevant agreements in respect of such joint billing, subject to and in accordance with Applicable Laws.

### **3.5 COLLECTION**

Outstanding bills are subject to Metergy's collection process and may ultimately lead to the customer's electricity service (if applicable) being disconnected. Service will be restored once satisfactory payment has been made. Disconnection of electricity service does not relieve the customer of any liability for arrears. See also Section 5.1.1 (Electricity Disconnection due to Non-Payment) below.

Customers will be required to pay additional charges for the processing of non-sufficient funds (N.S.F.) cheques or payments.

Customers may be required to pay standard service charges and deposits, on request,



including (without limitation) those charges set out in Schedule A hereto.

Residential customers may qualify for an arrears payment arrangement, the details of which are available by contacting Metergy.

### **3.6 COLLECTION ON BEHALF OF BUILDING**

In certain cases, Metergy collects payments on behalf of the owner, property manager or strata or condominium corporation of the building, as applicable, in which case outstanding bills may also be subject to the collection process of such owner, property manager or strata or condominium corporation, as applicable.

### **3.7 BILLING ERRORS**

The following rules apply to billing errors in respect of which the Ontario Electricity Sub-Metering Code does not apply.

Where Metergy has under billed a customer who is not responsible for the error, Metergy may allow the customer to pay the under billed amount in installments over a period at least equal to the duration of the billing error, up to a maximum of two years.

Where Metergy has under billed a customer who is responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions, Metergy may require payment of the full under billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the customer or on a separate bill to be issued to the customer responsible for the error. Metergy may charge interest on under billed amounts where the customer was responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions.

Where Metergy has over billed a customer, Metergy shall notify the customer of the over billing and credit the full over billed amount to the account in the next regularly scheduled bill issued to the customer.

If there are outstanding arrears on the customer's account, Metergy may apply the over billed amount to the arrears on the customer's account and credit the account with the remaining balance.

Where Metergy has under billed or over billed a customer, the maximum period for which Metergy is entitled to be paid or the customer is entitled to be repaid, as the case may be, is two years and 20 calendar days after the bill for the relevant submetering and/or billing services was issued.

The provisions of this Section 3.7 do not apply where Metergy has over billed or under billed a customer but issues a corrected bill.

In the event of a conflict or inconsistency between the provisions of this Section 3.7 and any Applicable Laws, the stricter requirement as set out in this Section 3.7 or such Applicable Laws shall prevail to the extent of such conflict or inconsistency.

## **SECTION 4        DISPUTE RESOLUTION**

### **4.1    DISPUTE RESOLUTION PROCEDURE**

A customer can dispute charges shown on the customer's bill or other matters by contacting and advising Metergy of the reason for the dispute in accordance with the procedures described below. Metergy will promptly investigate all disputes and advise the customer of the results.

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with customers, Metergy provides the following informal dispute resolution process:

Step 1     To register a complaint, a customer may (i) call Metergy's Customer Care Centre at 1-866-449-4423; (ii) e-mail Metergy's Customer Care Centre at [customercare@metergysolutions.com](mailto:customercare@metergysolutions.com); or (iii) write a letter to:

Metergy Solutions Inc.  
Customer Care Centre  
PO Box 4638, Station "A"  
Toronto, ON M5W 5C7

Step 2     If the matter is not satisfactorily resolved in Step 1, the customer may refer the matter to the Vice President, Customer Operations, who will address the matter in consultation with the applicable manager and/or department.

Step 3     In the case of electricity customers in Ontario, if the matter is not satisfactorily resolved in Step 2, the customer may refer the matter to the Ontario Energy Board's Consumer Relations Centre.

Metergy keeps a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred and the result of the dispute resolution.

### **4.2    METER DISPUTES**

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Metergy without a meter accuracy test.

Upon the request of a customer, Metergy will conduct a meter accuracy test. Metergy will charge the customer a meter dispute fee. If the meter is found to be inaccurate, Metergy will refund the fee and make necessary adjustments to the customer's bill.

With respect to electricity or gas, either Metergy or the customer may request the involvement of Measurement Canada to resolve a meter dispute. If the customer initiates the dispute, Metergy will charge the customer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, Metergy will refund the fee and make necessary adjustments to the customer's bill.

## **SECTION 5 DISCONNECTIONS AND RECONNECTIONS (ELECTRICITY ONLY)**

### **5.1 DISCONNECTION RIGHTS**

Metergy reserves the right to disconnect the supply of electricity for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the submetering system or the building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the submetering system or the building's electrical distribution system;
- A material decrease in the efficiency of the submetering system or the building's electrical distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Metergy to perform planned inspections, maintenance, repairs or replacement of all or any part of its metering equipment;
- Failure of the customer to comply with a directive of Metergy that Metergy makes for purposes of meeting its Unit Sub-Metering License obligations;
- Overdue amounts payable to Metergy, including the non-payment of a security deposit;
- Failure of the customer to enter into a customer services agreement as required by these Conditions of Service;
- Failure of the customer to open an account with Metergy and assume responsibility for electricity services delivered when that customer moves into an existing connected premises and consumes electricity;
- Failure of the customer to open an account with Metergy after moving into a vacant premises;
- Failure of the customer to comply with any requirements in the Conditions of Services or a term of any agreement made between a customer and Metergy, including, but not limited to a customer services agreement;
- A customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- Electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer);
- In compliance with a court order or order made by a Governmental Authority; and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

Metergy shall not be liable for any damage to the customer's premises resulting from any disconnection of service. Disconnection and reconnection charges may apply.

### **5.1.1 Electricity Disconnection Due To Non-Payment**

Metergy's bills are to be paid in full by the due date specified on the bill. If the electricity and electricity related charges are still unpaid 20 calendar days after the date the bill was issued, Metergy may issue a disconnection notice to the customer. At least seven days before issuing a disconnection notice for non-payment, Metergy will issue an account overdue notice to the customer. A residential customer may, at any time prior to disconnection, designate a third party to also receive any future disconnection notices by notifying Metergy by email or telephone communications.

The disconnection notice will be provided in writing and, if sent by mail, will be deemed to be received on the fifth calendar day after mailing, if delivered by personal service, will be deemed to be received on the date of the delivery, or if delivered by being posted on the customer's property, will be deemed to have been received on the date of such posting.

Where Metergy disconnects a customer for non-payment, Metergy will, as required by Applicable Laws, leave a Fire Safety Notice and any other public safety notices or information bulletins issued by public safety authorities and provided to Metergy at the premises of the disconnected customer.

Disconnections do not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of the contract.

Metergy will not disconnect a customer for non-payment until: (a) in the case of a residential customer that has provided Metergy with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or their spouse, dependent family member or other person that regularly resides with the customer, 60 days after the date on which the disconnection notice is received by the customer; or (b) in all other cases, 14 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60- or 14-day minimum notice period, as applicable.

Metergy will also make reasonable efforts to contact, in person or by telephone, a residential customer to whom it has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection.

## **5.2 RECONNECTION PROCEDURES**

Disconnected electricity service may not be reconnected (a) until the customer rectifies the condition leading to the disconnection, including all costs incurred by Metergy arising from any unauthorized electricity use, including inspections, repair costs, disconnection charges and reconnection charges, (b) until the customer provides full payment to Metergy; and/or (c) in accordance with the terms of an arrears payment agreement between Metergy and the customer.

The customer will be given an appointment window for the reconnection. The customer or an authorized representative must be present at customer's residence at the time of reconnection. In the event that the customer or an authorized representative is not available at the scheduled time for reconnection, the customer may be held responsible for additional costs, in addition to any applicable reconnection charges as set out in Schedule A hereto, incurred by Metergy to arrange for more than one reconnection appointment.

Reconnections will be conducted in accordance with all Applicable Laws. Ontario electricity customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority prior to reconnection. Unless Metergy erred in disconnecting the customer, it is the responsibility of the customer to pay for such inspection.

## **SECTION 6      CUSTOMER AND METERGY RIGHTS AND OBLIGATIONS**

### **6.1    CUSTOMER RIGHTS**

A customer has the right to be provided with meter data information applicable to their consumption or information applicable to the allocation of Commodities to their suite or unit, as applicable.

Customer information (including consumption, allocation and payment information) is collected by Metergy subject to applicable privacy laws and Metergy's privacy policy. Customers and authorized representatives of customers have the right to access current and historical usage information and data.

### **6.2    METERGY RIGHTS**

Metergy's rights include, but are not limited to, the following:

#### **6.2.1    Access to Customer Property**

Metergy shall have the right of reasonable and unimpeded access at all reasonable times to the serviced premises, as may be necessary to enable Metergy (including its employees, agents and sub-contractors) to provide submetering and/or billing services to the serviced premises.

#### **6.2.2    Safety**

The customer will comply with all aspects of Applicable Laws with respect to ensuring that a building's electrical, mechanical or gas infrastructure, as applicable, and any equipment of the customer, including any in-suite HVAC equipment, are properly identified and connected for metering and operating purposes, if applicable. The customer will take whatever steps necessary to correct any deficiencies in a timely fashion. With respect to electricity submetering services, if the customer does not take such action within a reasonable time, Metergy may disconnect the supply of electricity to the customer.

The customer shall not build or maintain or cause to be built or maintained any structure that would or could affect the safety, reliability or efficiency of Metergy's meters and meter components, if any.

#### **6.2.3    Operating Control**

The customer will provide a convenient and safe place, satisfactory to Metergy, for installing, maintaining and operating its equipment, if any, in, on or about the customer's premises. Metergy assumes no risk and will not be liable for damages resulting from the presence of its equipment on the customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any persons over whom Metergy has no control.

No person shall remove, replace, alter, repair, inspect or tamper with Metergy's equipment, if any, except Metergy (including its employees, agents and sub-

contractors) or another person lawfully entitled to do so.

Customers will be required to pay the costs of repairs or replacement of any of Metergy's equipment that has been damaged or lost by the direct or indirect act or omission of the customer or its representatives.

#### **6.2.4 Customer Equipment**

The customer will be required to repair or replace any equipment, including any in-suite HVAC equipment, owned by the customer that may affect the integrity or reliability of Metergy's meters and meter components, if any. With respect to electricity submetering services, if the customer does not take such action within a reasonable time, Metergy may disconnect the supply of electricity to the customer. In the event that Metergy is providing thermal submetering services at the premises and any part of the in-suite HVAC equipment needs to be replaced, the customer shall provide at least sixty (60) days' prior notice to Metergy.

#### **6.2.5 Physical Structures**

Construction, maintenance and repairs of all structures housing and/or supporting the electrical, mechanical or gas infrastructure, as applicable, and Metergy's equipment, if any, are the responsibility of the owner or strata or condominium corporation of the applicable building, who is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.

### **6.3 CUSTOMER CONTRACTS**

#### **6.3.1 Opening and Closing Accounts**

A customer who wishes to open or close an account with Metergy shall contact Metergy's Customer Care Centre by phone, by written request (including requests submitted by email), through Metergy's website or web portal, or other means acceptable to Metergy. Additionally, despite the absence of a written agreement, any customer who uses the Commodities at the premises is deemed to be a customer with an implied contract in accordance with Section 6.3.3 of these Conditions of Service. The customer shall be responsible for payment to Metergy for the use of the Commodities at the premises up to the date Metergy is notified of the closing of the account. When a customer requests to close an account, a final bill will be issued for the account. With respect to electricity, if a new customer has not assumed responsibility for the services at the premises, Metergy may disconnect the supply of electricity to the premises in accordance with Section 5.1 of these Conditions of Service.

#### **6.3.2 Standard Form of Contract**

Metergy requires all customers to enter into a customer services agreement in a form acceptable to Metergy. The customer shall be responsible for updating its contact information with Metergy from time to time.

### **6.3.3 Implied Contract**

In all cases, despite the absence of a written agreement, the taking of the Commodities by any customer constitutes the acceptance of the terms of Metergy's Conditions of Service, as amended from time to time, and applicable charges as established by Metergy. Such acceptance and use of the Commodities shall be deemed, subject to Applicable Laws, to be the acceptance of a binding contract with Metergy, in the form of Metergy's applicable standard form customer services agreement.

### **6.3.4 Landlord and Tenant Agreements**

If the owner of the premises rents out the premises, the owner is required to open an account with Metergy and accept responsibility for the charges in respect of the Commodities consumed at or allocated to the premises until: (i) a new tenant opens an account and agrees to accept responsibility for such charges; or (ii) the owner advises Metergy that they are no longer responsible for the account.

If a tenant closes their account with Metergy, Metergy will adhere to the date provided by the tenant, regardless of the terms of any written or oral agreement between that tenant and the owner of the premises, and a final bill will be issued for the account. Metergy will revert the premises back to the owner's account as soon as any vacating tenant's account has been closed and the owner will be responsible for the account, and any charges in respect of the Commodities consumed at or allocated to the premises, even if the premises is vacant.

It is the owner's responsibility to ensure that Metergy is aware of any changes in contact, mailing and/or billing information.

For greater clarity, if a tenant has closed an account and the owner of the premises has not opened an account or assumed responsibility for electricity services delivered to the premises, Metergy may disconnect the supply of electricity in accordance with Section 5.1 of these Conditions of Service. A disconnection and/or reconnection charge may apply.



## **6.4 COMMODITIES SUPPLY**

### **6.4.1 Interruptions to Supply**

Although it is Metergy's policy to minimize inconvenience to customers, it is necessary to occasionally interrupt a customer's supply of the Commodities to allow work on the meters or meter components, if any. Metergy will endeavor to provide customers with reasonable notice of planned interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

Customers requiring a higher degree of security than that of normal supply are responsible for providing their own back-up or standby facilities. Customers may require special protective equipment or alternative water supply sources, as applicable, on their premises to minimize the effect of momentary supply interruptions. Where disconnection poses a risk of significant adverse effects on the physical health of the customer or their spouse, dependent family member or other person that regularly resides with the customer, the customer shall provide Metergy with documentation from a physician confirming such risk.

### **6.4.2 Back-up Generators (Electricity)**

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of all Applicable Laws and, in particular, shall notify Metergy in all cases where customer's emergency generation provides supply to individual suites or units metered by Metergy.

### **6.4.3 Equipment owned by Metergy (Submetered Commodities)**

Where Metergy owns the metering equipment in a building, it is the responsibility of the customer, owner of a building and/or strata or condominium corporation, as applicable, to provide a convenient, unobstructed and safe location for the installation of such equipment acceptable to Metergy.

#### **6.4.3.1 General**

No person, except those authorized by Metergy, may remove, relocate, suspend, connect, disconnect, alter or otherwise interfere with meters, wires or ancillary equipment.

The customer, owner of a building and/or strata or condominium corporation, as applicable, will be responsible for the care and safekeeping of Metergy's equipment. If any Metergy equipment is damaged, destroyed or lost, the customer, owner of a building and/or strata or condominium corporation, as applicable, will be liable to pay Metergy for the value of such equipment, or at the option of Metergy, the cost of repairing the same.

The metering location provided shall be for the exclusive use of Metergy. No equipment, other than that provided and installed for or by Metergy may be installed in any part of such space.

The owner of a building and/or strata or condominium corporation, as applicable,

will be responsible to provide a proper power supply for all metering devices and components as per Metergy's design.

When an electricity disconnection device has been locked and tagged in the "OFF" position by Metergy, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Metergy.

#### **6.4.3.2 Metering Services Identification (Electricity)**

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

#### **6.4.3.3 Working Space**

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with Applicable Laws.

#### **6.4.3.4 Meter Access**

The customer, owner or property manager of a building and/or strata or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to Metergy (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.

#### **6.4.3.5 Meter Reading**

Metergy collects consumption data manually, automatically or remotely. When actual readings are not scheduled or available, Metergy reserves the right to use an estimated meter read for consumption and/or demand data.

#### **6.4.3.6 Final Meter Reading**

When a service is no longer required, the customer shall provide sufficient notice of the date the service is to be discontinued so that Metergy can obtain a final meter reading as close as possible to the final reading date. The customer shall provide access to Metergy (including its employees, agents and sub-contractors) for this purpose. If a final meter reading is not obtained, the customer shall pay a sum based on an estimate of the Commodities consumed since the last meter reading.

#### **6.4.3.7 Faulty Registration of Meters (Electricity, Gas)**

Metering electricity and gas usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. Metergy's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity or gas usage registration, as applicable, Metergy will work with Measurement Canada to determine the correction factors based on the specific cause of the metering error and the customer's electricity or gas usage history. The customer shall pay a reasonable sum for all the electricity or gas supplied, as applicable, based on the reading of any meter formerly or subsequently installed on the premises by Metergy, with due regard being given to any change in the characteristics of the installation and/or the demand.

In circumstances involving Measurement Canada, if Measurement Canada determines that the customer was overcharged, Metergy will reimburse the customer for the amount incorrectly billed as directed by Measurement Canada.

## **SECTION 7      TARIFFS AND CHARGES**

Metergy's current standard service charges are set out in Schedule A hereto. These standard service charges are subject to change from time to time. Information about changes will also be provided to all customers in accordance with Applicable Laws.

In addition to charges for the Commodities consumed at or allocated to individual suites and units and charges for Metergy's services, miscellaneous charges include, but are not limited to, those outlined in Schedule A. Metergy may also pass-through all or a portion of a rental charge for equipment such as heat pumps and EV chargers, the amount of which will be established by the owner, property manager or strata or condominium corporation of the building, as applicable, subject to any Applicable Laws limiting the amount or ability to do so.

**SECTION 8      OTHER**

**8.1    NO CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of the Commodities, Metergy 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 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. Notwithstanding anything else in these Conditions of Service to the contrary, the maximum liability of Metergy shall not exceed the aggregate amount of Metergy’s service charges paid to Metergy during the twelve (12) month period prior to the date of any claim for damages.

**8.2    FORCE MAJEURE**

Neither Metergy nor any customer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, act of God, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

## **SECTION 9 GLOSSARY OF TERMS**

“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, guidelines 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.

“Conditions of Service” means this document, which sets out the terms and conditions upon which Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to residential and commercial customers.

“Eligible low-income consumer” has the meaning ascribed thereto in the Ontario Electricity Sub-Metering Code.

“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.

“Metergy” means Metergy Solutions Inc., and its successors and assigns.

“Ontario Electricity Sub-Metering Code” means the Unit Sub-Metering Code prescribed by the Ontario Energy Board setting out the minimum conditions and standards that a licensed unit submeter provider in Ontario must meet when providing unit submetering services for electricity on behalf of exempt distributors.

“Commodities” means electricity, water, gas and/or thermal energy.

## SCHEDULE A: STANDARD SERVICE CHARGES

TYPE	FEE*
<b>New Service Set-up (first commodity)</b>	\$50.00
<b>New Service Set-up (each additional commodity)</b>	\$22.50
<b>Late Payment</b>	1.5% of outstanding balance, monthly (19.56% annually)
<b>Non-Sufficient Funds (NSF)/Bank Return</b>	\$45.00
<b>Lawyer Letter</b>	\$25.00
<b>Meter Dispute (where no defect found)</b>	\$110.00
<b>Credit Check</b>	\$40.00
<b>Duplicate Invoice/Bill Reprint</b>	\$25.00
<b>Statement of Account</b>	\$25.00
<b>Arrears Certificates</b>	\$25.00
<b>Disconnection</b>	\$110.00
<b>Reconnection (during regular business hours)</b>	\$110.00
<b>Reconnection (after business hours)</b>	\$350
<b>Reconnection Rescheduling</b>	\$110.00
<b>Paper Bill Service (per bill)</b>	\$2.25
<b>OEB Cost Assessment Charge (per bill)</b>	\$0.35
<b>Regulatory Administration (per bill)</b>	\$0.63
<b>Collection Loss Recovery (per bill)</b>	\$0.93

*\* Fees are subject to applicable taxes and are subject to change from time to time.*