



## **Conditions of Service**

### **(Condominiums and Apartment Buildings where Alliance Metering Solutions Inc. Provides Sub-Metering for Services other than Electricity)**

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## 1. INTRODUCTION

### 1.1 IDENTIFICATION OF ALLIANCE METERING SOLUTIONS INC.

Alliance Metering Solutions Inc. (“**AMS**”) operates a business of providing utility sub-metering services to multi-unit buildings in Ontario. AMS operates and maintains sub-metering systems within the buildings it services, under contracts with building owners or condominium corporations (“**Master Consumers**”).

### 1.2 RELATED CODES AND GOVERNING LAWS

AMS operations are governed or guided by the latest editions of the following Codes and Acts:

- Electricity and Gas Inspection Act
- Residential Tenancy Act
- Consumer Protection Act
- Ontario Building Code
- Ontario Electrical Safety Code

### 1.3 AMENDMENTS AND CHANGES

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with the applicable laws, regulations and Codes listed in Section 1.2 (the “**Applicable Laws**”). The provisions of these Conditions of Service and any amendments thereto form part of the contract between AMS and applicable Customers, and between AMS and the applicable Master Consumers and these Conditions of Service supersede all previous Conditions of service, oral or written, as of its effective date.

In the event of a conflict between this document and Acts and/or regulatory Codes, the provisions of the Acts and Codes shall prevail. In the event of a conflict between an agreement between AMS and a Customer and these Conditions of Service, or between an agreement between AMS and a Master Consumer, then these Conditions of Service shall prevail.

In the event of changes to these Conditions of Service, AMS shall provide notice of the changes before they become effective, and shall post the current version of the Conditions of Service on its website ([www.alliancemetering.com](http://www.alliancemetering.com)). Upon request, AMS shall provide any Customer with a written copy of these Conditions of Service.

### 1.4 CONTACT INFORMATION

Customers may contact AMS using any of the following methods:

Mail: Alliance Metering Solutions Inc., 526 Country Squire Rd., Waterloo, ON N2J 4G8  
Telephone: 519-888-5593  
Fax: 519-746-0133  
Email: [info@alliancemetering.com](mailto:info@alliancemetering.com)  
Website: [www.alliancemetering.com](http://www.alliancemetering.com)

## **2. BILLING PROCEDURES**

### **2.1 BILLING PERIOD AND DUE DATES**

AMS shall render bills to its Customers on a monthly basis. Bills for the use of water, thermal or gas energy may be based on either a metered rate or a flat rate, as determined by AMS. Bills are normally due no less than twenty five (25) calendar days following the billing date. Due dates falling on a non-business date become payable on the first business date following the due date.

### **2.2 PAYMENT REQUIREMENTS**

Bills are rendered for the consumption of water, gas and thermal energy provided to the Customer. Bills are payable in full by the due date, otherwise, a late payment interest charge shall apply. Where the Customer has made a partial payment on or before the due date, the late payment penalty, shall apply to the amount of the bill outstanding at the due date, exclusive of arrears from previous billings.

Outstanding bills are subject to AMS collection processes and may ultimately lead to the customer's premise having a lien placed on it or disconnection of services.

Customers may pay their Utility bill using any of the following methods:

- cheque or money order: mailed with the remittance stub portion of the bill to AMS at the address on the stub or delivered to our office;
- through most Canadian financial institutions, in person, by internet or telephone or;
- Credit card from the AMS website – [www.alliancemetering.com](http://www.alliancemetering.com)

All payments must be in Canadian dollars.

### **2.3 TARIFFS AND CHARGES**

Additional charges by AMS are set out in the Service Fee Schedule Appendix 1. These charges are in addition to the administration charge made by AMS for providing services to the subject property, pursuant to its agreement with the Developer, Condominium Corporation, Landlord or Building Owner as applicable. Any change to the Service Fee Schedule shall be posted to the AMS website for customer review and comment.

### **3. SUB-METERING ACTIVITIES**

#### **3.1 Customer Rights and Information**

A Customer has the right to be provided with meter data information applicable to their consumption. Customer information is collected subject to privacy regulations. Customers and authorized agents of Customers have the right to access current and historical usage information and data.

In the case of water, gas and thermal energy, AMS shall provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customer information cannot reasonably be identified, at no charge to another distributor or transmitter.

AMS may provide consumption and payment information in respect of the Service Unit to the landlord, property manager, developer, Condominium Corporation and/or the owner at their request subject to the customers approval.

#### **3.2 SUB-METERING PROVIDER RIGHTS**

##### ***3.2.1 ACCESS TO CUSTOMER PROPERTY***

AMS shall have access to Customer property to install, read, disconnect, reconnect and maintain its metering equipment, in accordance with these Conditions of Service and Section 40 of the Electricity Act. Failure of the customer to provide proper access may result in disconnection of service. Where customer premises is unavailable during AMS's normal business hours, the Customer shall arrange such access at a mutually convenient time.

##### ***3.2.2 WORKING SPACE***

An adequate working space in front of all equipment shall be maintained at all times in accordance with the Ontario Building Code, Technical Standards and Safety Authority and the Ontario Electrical Safety Code. The floor surface shall be solid and flat with no more than five (5) degree slope. Equipment spaces shall not be used for storage or made otherwise inaccessible by the Customer.

##### ***3.2.3 SAFETY OF EQUIPMENT***

The Customer shall comply with all aspects of the Ontario Electrical Safety Code and the Ontario Building Code with respect to ensuring that equipment is properly identified and connected for metering and operation purposes. The Customer shall take the steps necessary to correct any deficiencies, in particular cross wiring situations. If the Customer does not take

such action within a period of time deemed reasonable by AMS, the supply of services to the Customer may be disconnected.

The Customer shall not build, maintain, or cause to be built or maintained any structure that would or could affect the safety, reliability, or operation of the meters and meter components.

Where there is the possibility of danger to AMS employees or damage to equipment from moving machinery, dust, fumes, moisture, vandalism etc., protective arrangements satisfactory to AMS shall be made.

#### **3.2.4 REPAIRS OF CUSTOMER EQUIPMENT OR STRUCTURES**

The Customer shall be responsible for the maintenance and safety of its electrical, structural and mechanical facilities located on private property.

AMS is not the owner of, nor is it responsible for the operation or condition of the electrical and mechanical infrastructure at the Premises (other than the sub-metering system) including, but not limited to, all wires, switches, outlets, electrical panels or fixtures; furthermore, AMS is not in any way in control of or responsible for the supply of water or gas to the property on which the Premises is situated.

The Customer shall be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of AMS metering system or the safety of the public or AMS staff.

If the Customer does not take the required remedial action within the period deemed by AMS, Electrical Safety Authority or other regulatory agency, AMS may disconnect the supply of service to the Customer. The service shall not be reconnected unless all aspects of the Customer's mechanical systems and structures comply with the applicable regulatory standards and these Conditions of Service.

#### **3.2.4 AUTHORITY TO OPERATE, ALTER OR MODIFY METERS**

No person, except those authorized by AMS, may remove, connect, tamper, repair, alter or otherwise interfere with AMS's meters, wires, ancillary equipment or seals. The Customer shall be responsible for the care and safekeeping of AMS meters, wires and ancillary equipment on the Customer's premises. For deliberate damage or neglect of AMS equipment, other than by ordinary wear and tear, wind or lightning, the Customer shall be liable to pay to AMS the value of such equipment, or at the option of AMS, the cost of repairing the same.

When a disconnect device has been locked and tagged in the "OFF" position by AMS, under no circumstances shall anyone remove the lock and tag and restore the supply of service.

### **3.3 CONVEYANCE OF UTILITIES**

#### **3.3.1 INTERRUPTIONS TO SUPPLY**

Although it is AMS's practice to minimize inconvenience to Customers, it may be necessary to interrupt a Customer's service to maintain or improve AMS's systems, or to provide new or upgraded services to other Customers. Whenever practical and cost effective, as determined by AMS, arrangements suitable to the Customer and AMS shall be made to minimize any inconvenience.

AMS shall endeavor to notify Customers prior to interrupting the supply to any individual service. However, if an unsafe or hazardous condition is found to exist, or if the use of water, gas or thermal energy by apparatus, appliances, or other equipment is found to be unsafe or damaging to AMS or to the public, service may be discontinued without notice.

AMS shall not be liable for any damage on the Customer's premises as a result of disconnecting the water, gas or thermal energy supply to the unit.

#### **3.3.2 FORCE MAJEURE**

AMS shall not be liable for damages to Customer equipment due to Force Majeure or variations in voltage or poor power quality from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter or local distributor.

#### **3.3.3 FAULTY REGISTRATION OF METERS**

Metering gas and thermal energy for billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. AMS revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect gas or thermal usage registration, AMS shall determine the correction factors based on the specific cause of the metering error and the Customer's usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by AMS, with due regard 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, AMS shall reimburse the Customer for the amount incorrectly billed as directed by Measurement Canada.

### **3.3.4 MEASUREMENT DISPUTES**

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and AMS without resorting to a meter dispute test. The Customer may request AMS to field verify the accuracy of the metering installation and report the results to the customer. If the meter is found to be accurate, a Meter Dispute Fee shall be applied to the Customer's account as per the service fee schedule, Appendix 1.

If the Customer remains unsatisfied, Measurement Canada shall be contacted to resolve the metering dispute. If the meter is found by Measurement Canada to be inaccurate in favour of the customer, AMS shall issue a refund to the customer in accordance with applicable regulations. If the meter is inaccurate in favour of AMS, the customer shall pay for the unbilled consumption.

If the meter is found accurate, the Customer shall pay for the costs incurred by AMS during the dispute resolution process including any costs levied by Measurement Canada.

### **3.4 UTILITY SUPPLY DISTURBANCES**

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of utilities, AMS shall not be liable under any circumstances whatsoever for any damage or injury to persons or property, 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.

## **4. SECURITY DEPOSIT REQUIREMENTS**

### **4.1 SECURITY DEPOSIT PAYMENTS**

The form of payment of a security deposit for all Customers shall be cash, cheque, credit card or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46.

All services disconnected due to non-payment may be reconnected after arrangements are made for payment of a security deposit and reconnection charge in addition to any arrears.

### **4.2 DEPOSIT AMOUNT**

The maximum amount of a security deposit, which AMS may require a Customer to pay, shall be calculated in the following manner:

Billing cycle factor multiplied by the estimated bill based on the Customer's average monthly load with AMS during the most recent 12 consecutive months within the past two years.

Where relevant usage information is not available for the Customer for 12 consecutive months within the past two years, AMS shall base the Customer's average monthly load or a reasonable estimate.

The billing cycle factor is 2.5 for a Customer who is billed monthly.

Where a Customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, AMS shall use the Customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.

Service may be withheld for non-payment of the security deposit.

### **4.3 SECURITY DEPOSIT PAYMENT BY INSTALLMENTS**

Residential Customers may pay their Security Deposits in six (6) equal monthly installments, including where a new security deposit is required due to applying the existing security deposit against an outstanding amount. A customer may choose to pay the security deposit over a shorter duration.

Non-residential Customers may pay their Security Deposits in four (4) equal monthly installments.

### **4.4 WAIVER OF SECURITY DEPOSITS**

#### **4.4.1 RESIDENTIAL SECURITY DEPOSITS**

The requirement for a residential security deposit may be waived subject to the following:

The customer has registered with AMS for a Pre-Authorized Payment Plan

Good payment history of one (1) year with AMS, another sub-metering provider or electricity distributor in Canada.

At the Customer's expense, a credit check satisfactory to AMS

A Customer is deemed to have a good payment history unless within the most recent 12-month period:

- The Customer has received more than one disconnection notice,
- The Customer has more than one cheque returned for insufficient funds,
- The Customer has more than one pre-authorized payment returned for insufficient funds or,
- A disconnect/collect trip has occurred.

#### **4.4.2 NON RESIDENTIAL SECURITY DEPOSITS**

The requirement for a non-residential security deposit may be waived subject to the following.

- Good payment history of three (3) years with AMS.
- Proof of a good payment history of three (3) years with another sub-metering provider or electricity distributor in Canada.
- Credit check satisfactory to AMS. The cost of such credit check shall be at the expense of the Customer.

A Customer is deemed to have a good payment history unless within the most recent 3-year period:

- The Customer has received more than one disconnection notice,
- The Customer has more than one cheque returned for insufficient funds,
- The Customer has more than one pre-authorized payment returned for insufficient funds or,
- A disconnect/collect trip has occurred.

#### **4.5 REFUND AND APPLICATION OF SECURITY DEPOSITS**

Customers are entitled to an Security Deposit refund under the following conditions:

- Residential customers with 1 year of good payment history.
- Commercial customers with 3 years of good payment history.
- Upon the termination of service and closing of the account

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit. The interest shall be Prime Business Rate as published by the Bank of Canada website, less 2 percent, updated quarterly. 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 Customer.

The collection of Security Deposits shall not constitute payment of an outstanding account balance. The Security Deposit shall be held and applied to amounts owing on the customer's account when the account is closed, refund of the customers security deposit or for non-payment of a bill.

#### **4.6 ARREARS PAYMENT AGREEMENT**

AMS shall make arrears payment programs available to any residential Customer unable to pay their water, gas or thermal energy charges. If an eligible residential Customer declines an

arrears agreement, AMS may proceed with disconnection and is not required to offer an arrears agreement after disconnection. Any Deposit shall be applied to the amounts owing before entering into an arrears payment agreement with a residential Customer. AMS shall offer an arrears payment agreement to non-residential Customers on reasonable terms.

## **5. DISCONNECTION & RECONNECTION**

### **5.1 REASON FOR DISCONNECTION**

AMS reserves the right to disconnect the supply of water, gas or thermal energy to a Customer for causes including but not limited to:

- a) Contravention of the laws of Canada or the Province of Ontario.
- b) Adverse effects on the reliability and safety of the distribution system.
- c) Imposition of an unsafe worker situation beyond the normal risks inherent in the operation of the buildings mechanical system.
- d) Requests by authorities such as the Local Distribution Company, Fire Department, Police Department, Technical Standards and Safety Authority or the Electrical Safety Authority.
- e) Inability of AMS to perform planned inspections and maintenance.
- f) Overdue amounts payable to AMS for the supply of water, gas or thermal energy services.
- g) Failure to pay deposit when required.
- h) Energy diversion, fraud or abuse on the part of the Customer.
- i) Energy diversion, fraud or abuse on the part of the Customer
- j) Any other conditions identified in these Conditions of Service.

Service disconnection may also occur upon discovery that a hazardous condition or back feed exists. AMS shall notify the Customer to rectify the condition at once. In case the Customer fails to make satisfactory arrangements to remedy the condition within seven (7) calendar days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until satisfactory arrangements to remedy the condition have been made.

Disconnect notices shall be in writing and if delivered by mail shall be deemed to be received on the fifth (5th) business day after mailing.

## **5.2 DISCONNECTION AND RECONNECTION DUE TO NON-PAYMENT**

Overdue amounts payable to AMS are subject to the collection process and may ultimately lead to the service being disconnected. No disconnect action shall be taken until the Customer has been issued a disconnect notice by hand delivery, prepaid mail, or by posting the notice on the property in a conspicuous place. Reasonable efforts shall be made to establish direct contact with the Customer. Service shall be restored after satisfactory payment has been made, including the costs of reconnection. Discontinuance of service does not relieve the Customer of the liability of arrears.

Collection actions may commence on the next business day following the due date, as prescribed in section 2.1, if an outstanding balance remains. These collection actions may include one or all of the following:

- The issuance of a reminder notice by telephone, electronic mail (e-mail) or regular mail,
- A collection call to the premises to deliver disconnect notice (door hanger)
- A follow up telephone call 48 hours prior to the scheduled date of disconnection

A reconnection charge shall be applied to the customer account after reconnection of those services disconnected for non-payment as per the service fee schedule, Appendix 1.

## **5.3 RECONNECTION PROCEDURES**

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

If the service to a property has been disconnected for greater than 6 months, the customer is responsible for obtaining Condo Corporation or building owner approval prior to AMS re-energizing the service. Additionally, services that have been disconnected for hazardous condition or electrical back feed conditions must be re-inspected and approved by the ESA prior to reconnection.

The Customer shall be given an appointment window for the reconnection. The Customer or an authorized representative must be present at the 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, incurred by AMS to arrange for more than one reconnection appointment.

## 5.4 LIEN RIGHTS

Where applicable, AMS shall be entitled to register a lien against the customer's condominium unit for unpaid water, gas or thermal energy bills. Liens would be discharged upon payment of the amounts owing by the defaulting Customer, including without limitation, interest charges, legal costs and collection expenses, if any.

## 6. DISPUTE RESOLUTION PROCEDURE

The following outlines the AMS administrative procedure for resolving complaints by Customers regarding services provided under the terms of Sub-Metering Agreement or Conditions of Service.

The Customer shall submit their disputes in writing to AMS via postal mail or e-mail. Each complaint must include:

- a) The name and address of the person or body making it,
- b) The particulars of the complaint, and
- c) Any information or facts supporting the complaint or referral.

The complaint must be signed by the Person making it and, where a corporation or other body, makes the complaint, it must be signed by an authorized representative of the corporation or body. The complaint must be addressed to the AMS staff representative currently dealing with the dispute. It is the responsibility of that staff member to forward the complaint to the responsible Manager for that area of activity.

Upon receipt of the complaint, an acknowledgement shall be sent by the appropriate staff representative, within 10 business days.

AMS shall investigate the complaint and attempt in good faith to resolve the dispute within 90 calendar days of receipt of the dispute. If resolution is expected to exceed the normal resolution period, AMS shall advise the complainant, including the reasons for the delay.

If AMS and the complainant cannot reach a mutual agreement, AMS shall refer the complaint to an independent third party resolution agency.

AMS shall refer any disputes that lead to legal action against the corporation to our legal counsel.

The Parties shall share all costs of the complaint resolution agency equally, and each Party shall be responsible for its own expenses, including counsel's fees, unless the award shall specify a different division of the costs.

AMS shall keep records of all written complaints. These records shall include the following:

- a) Person's name and address
- b) Nature of complaint
- c) Resolution date
- d) Results of resolution

## APPENDIX 1

### AMS SERVICE CHARGES

<b>Service</b>	<b>Description</b>	<b>Rate</b>
New Account Setup Fee - Residential	This is the cost for creating a new account with AMS for a Residential service	\$50.00
New Account Setup Fee -Commercial	This is the cost for creating a new account with AMS for a Commercial service	\$100.00
Security Deposit - Residential	Initial deposits are based on 2.5 times the anticipated monthly charges, and shall be refunded after 12 months of good payment history.	2.5 times anticipated monthly consumption
Security Deposit - Commercial	Initial deposits are based on 2.5 times the anticipated monthly charges, and shall be refunded after 36 months of good payment history.	2.5 times anticipated monthly consumption
Administration Fee	Monthly fee to the Customers, as the case may be, for meter reading, billing and collections services. Fees are determined in accordance with the contract between AMS and the applicable Master Consumer.	As Per Contract with Master Consumer
NSF/Bank Return Fee	This fee shall be charged if payment does not clear the bank	\$45.00
Reference Letter	This is the cost to generate a letter with customer's payment history to provide to another utility or sub-metering company.	\$25.00
Final Collection Notice	This is the cost to generate a notice when a customer's account is eligible for disconnect.	\$45.00
Disconnect/reconnect fee (Business Hours)	This fee is to reconnect a service based on a customer's request, during business hours. Arrears must be paid in full.	\$200.00
Disconnect/reconnect fee (After Hours)	This fee is to reconnect a service based on a customer's request, outside of normal business hours. Arrears must be paid in full.	\$350.00
Meter Dispute Fee	Upon customer request, a meter accuracy test can be completed. AMS may charge for a dispute fee, which shall be fully refunded if the meter is found to be inaccurate and, in such a rare case, adjustments shall be made to the customer bill. Either AMS or the customer may request Measurement Canada involvement to resolve the meter dispute.	\$125.00

<b><u>Service</u></b>	<b><u>Description</u></b>	<b><u>Rate</u></b>
Re-print invoice	The cost to re-print a customer invoice	\$15.00
Pre-Lien - legal expenses for placing a pre-lien on property	Where AMS retains Lien Rights, this charge recovers legal expenses for placing a Pre-Lien on a property.	\$200.00
Lien - legal expenses for placing a lien on property	Where AMS retains Lien Rights and arrears are not paid within specified period for a Pre-Lien, this charge recovers legal expenses for placing a Lien on a property.	\$750.00
Late payment penalty rate	Bills are payable in full by the due date. After this date, overdue interest charges shall apply. Where a partial payment has been made, the interest charge shall apply only to the amount on the bill outstanding at the due date.	1.5% per month
Regulatory Assessment Fee	Annual charge to recover the costs associated with annual regulatory assessment fees. Recaptured in the following year. The annual fee is calculated by dividing the total regulatory assessment fees by the total number of AMS customers.	Determined Annually
Regulatory Administration Fee	Annual charge to recover the costs associated with the implementation and management of regulatory program requirements. Recaptured in the following year. The annual fee is calculated by dividing the total administration costs by the total number of AMS customers.	Determined Annually
Bad Debt Recovery Rate	Annual charge to recover the cost of bad dept. Recaptured in the following year. Calculated by dividing the total bad debt divided by the total number AMS customers.	Determined Annually