

GOLDEN HORSESHOE METERING SYSTEMS INC.



Conditions of Service



Golden Horseshoe Metering Systems Inc.

September 2020

Golden Horseshoe Metering Systems Inc.

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1.0 Introduction

The purpose of this document is to provide information regarding the types and level of services offered by Golden Horseshoe Metering Systems Inc. (“GHMS”).

The Ontario Energy Board (“OEB”), through its Unit Sub-Metering Code (the “Code”), requires that the Conditions of Service be readily available for review by the general public. In addition, the most recent version of the document must be provided to the OEB, who will retain it on file for the purpose of facilitating dispute resolution in the event that a dispute between the Customer and the unit sub-meter provider cannot be resolved without the OEB’s intervention.

1.1 About Golden Horseshoe Metering Systems Inc.

GHMS is licensed by the OEB under license number ES-2013-0218 to supply, operate and maintain unit sub-metering systems, equipment and technology and engage in unit sub-metering with residential and commercial consumers.

1.2 Related Codes and Governing Laws

The supply of unit sub-metering services by GHMS to any Customer shall be subject to the various laws, regulations, and codes, including, without limitation, the provisions of the latest editions of the following documents:

- Federal Laws and Regulations
- Electricity Act, 1998
- Ontario Energy Board Act, 1998
- Electricity and Gas Inspection Act
- Energy Consumer Protection Act, 2010
- Ontario Clean Energy Benefit Act, 2010
- Unit Sub-Metering License
- OEB Unit Sub-Metering Code
- Ontario Electrical Safety Code
- These Conditions of Service

The related codes and governing laws are not all-inclusive; other codes and laws may also apply. Any reference to a document includes all amendments or supplements to, or replacements of, that document or that provision of the document.

1.3 Interpretations

In these Conditions, unless the context otherwise requires:

- a) Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of these Conditions;
- b) Words referring to the singular include the plural and vice versa;
- c) Words referring to a gender include any gender;
- d) The word “person” includes: an individual; a company, sole proprietorship, partnership, trust, association, corporation or other private or public body corporate; and any government, government agency or body, regulatory agency or body or other body politic or collegiate.
- e) A reference to a person includes that person’s successors and permitted assigns;
- f) A reference to a document or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision.
- g) A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision.
- h) The expression “including” means including without limitation;
- i) For the purposes of the definition of “eligible low-income consumer” in Section 4.0 of these Conditions of Service, a residential electricity consumer who has been qualified as an eligible low-income consumer shall remain an eligible low-income consumer for a period of two (2) years from the date on which he or she was so qualified; and
- j) A consumer shall be treated as an “eligible low-income consumer” for the purposes of these Conditions of Service once the consumer has been qualified as an eligible low-income consumer according to the definition in Section 4.0 of these Conditions of Service or has identified himself or herself as provided under (i) above.
- k) Where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event occurred and including the day on which the second event occurs;
- l) Any event that is required under these Conditions to occur on or by a stipulated date, which is a holiday, may occur on or by the next business day;
 - a) Where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day; and
 - b) Where an act, other than payment by a consumer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day.

Unless otherwise defined in these Conditions of Service, words and phrases shall have the meanings ascribed to them in the Act, the *Energy Consumers Protection Act* (“ECPA”),

or the Electricity Act, as the case may be. Where a word or phrase is defined in this Code, the Act, the ECPA, or the Electricity Act, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.

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 the applicable laws, regulations and Codes listed in Section 1.2. The provisions of these Conditions of Service and any amendments thereto form part of any contract between GHMS and any connected Customer.

In the event of a conflict between this document and / or regulatory codes issued by the OEB, or the *Ontario Energy Board Act, 1998* (the “Act”), the provisions of the Act and Codes shall prevail. If there is a conflict between an agreement or contract with a Customer and these Conditions of Service, these Conditions of Service shall govern.

GHMS will post the current version of its Conditions of Service on its website at www.ghms.ca. Upon request, GHMS will provide any Customer with a written copy of these Conditions of Service. In the event of changes to these Conditions of Service, GHMS will provide notice in writing, by means of a note on, or included with the customer’s regular electricity bill, of any changes to its Conditions of Service.

1.5 Contact Information

The normal business hours of GHMS are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding statutory holidays. Extended hours may be available from time to time as determined by GHMS.

GHMS may be contacted by:

- **Mail & Deliveries:**

Golden Horseshoe Metering Systems Inc.
861 Redwood Square
Oakville, Ontario
L6L 6R6

- **Bill Payments by Mail:**

Golden Horseshoe Metering Systems Inc.
P.O. Box 1900
Oakville, Ontario
L6K 0C7

- **General Inquiries and Account Information:**

Telephone: (905) 825-4477

Fax: (905) 825-4697

E-mail: info@ghms.ca

1.6 Rights and Obligations

1.6.1 Customer Rights and Information

GHMS shall only be liable to a Customer and a Customer shall only be liable to GHMS for any damages that arise directly out of the willful misconduct or negligence:

- of GHMS in providing unit sub-metering services to the Customer;
- of the Customer in being connected to GHMS' unit sub-metering system; or
- of GHMS or Customer in meeting their respective obligations under these Conditions, their licenses and any other applicable law.

Notwithstanding the above, neither GHMS nor the Customer shall be liable to the other party under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

The Customer shall indemnify and hold harmless GHMS, its directors, officers, employees and agents from any claims made by any third parties in connection with the provision of unit sub-metering services.

Customers experiencing outages or other disturbances as a result of unit sub-metering services and equipment maintenance will be advised, upon request, of the cause of the outages.

A Customer has the right to demand identification from any person representing himself to be an authorized agent or employee of GHMS.

A Customer and authorized agents of Customers have the right to be provided with meter data information applicable to their consumption, have access to current and historical usage information and data, meter and payment data. A fee may apply for requests for aggregated information.

Customer information is collected subject to privacy regulations. In the case of electricity billings, GHMS will provide information appropriate for operational purposes that has been aggregated sufficiently, such that the Customer's information cannot reasonably be identified, at no charge to another distributor, transmitter, the Independent Electrical System Operator or the OEB.

1.6.2 GHMS Rights

GHMS shall comply with its Conditions of Service but may waive a provision of its Conditions of Service in favour of a customer or potential customer at GHMS' sole discretion. GHMS' rights include, but are not limited to, the following.

1.6.2.1 Access to Customer Property

GHMS shall have the right to reasonable and unimpeded access to Customer property as may be necessary to provide electricity sub-metering services along with the same rights as a distributor under section 40 of the Electricity Act.

1.6.2.2 Safety of Equipment

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to insuring that equipment is properly identified and connected for metering and operating purposes. The Customer will take whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion. If the Customer does not take such action within this time frame, GHMS may disconnect the supply of power to the Customer as described in Section 2.7 Disconnections and Reconnections.

The Customer shall not build or maintain or cause to be built or maintained any structure that, in the sole opinion of GHMS, may affect the safety, reliability, accessibility or efficiency of GHMS' meters and meter components.

1.6.2.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to GHMS, for installing, maintaining and operating its equipment in, on, or about the Customer's premises. GHMS 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 GHMS has no control.

No Person shall remove, replace, alter, repair, inspect or tamper with GHMS' equipment unless they are an employee or agent of GHMS or another Person lawfully entitled to do so.

Customers will be required to pay the cost of repairs or replacement of GHMS' equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

1.6.2.4 Repairs of Defective Customer Electrical Equipment

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of GHMS' meters and meter components within a reasonable period of time after receiving written notice by GHMS to the Customer. If the Customer does not take such action within this time frame, GHMS may disconnect the supply of power to the Customer as described in Section 2.8 Disconnections and Reconnections.

1.6.2.5 Repairs of Customer's Physical Structures

Construction, maintenance and repairs of all customer physical structures, housing and/or supporting the electrical infrastructure and housing and/or supporting the GHMS Meters are the responsibility of the Customer.

The Customer is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.

1.7 Disputes

1.7.1 Dispute Resolution Procedure

GHMS strives to provide professional, effective energy services and products to our customers while maintaining the highest standards of integrity, quality and reliability. However, in the event of a dispute, GHMS provides the following dispute resolution process:

- a) To register a complaint, the Customer may call 905-825-4692 or email complaints@ghms.ca. A complaint record will be initiated and will include:
 - The name of the complainant;
 - The date of the complaint;
 - The nature of the complaint;
 - The result of the dispute resolution; and
 - The date resolved or referred to the next level.
- b) If the matter is not satisfactorily resolved within ten (10) business days, or a mutually agreed upon time period, the matter will be referred to the General Manager, who will address the matter in consultation with management. The General Manager will complete the complaint record with the following information:
 - The result of the dispute resolution;
 - The date resolved or referred to the Ontario Energy Board.

- c) If the matter is not satisfactorily resolved by the General Manager, within a further ten (10) business days or a mutually agreed upon time period, the Customer may refer the matter to the Ontario Energy Board at:

Consumer Relations Centre
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
Toronto, Ontario
M4P 1E4

The Customer shall be liable for any and all costs incurred in either preparing for or presenting their complaint to the Ontario Energy Board. GHMS shall be responsible for its costs of preparing and presenting its response to the complaint.

The written result of the dispute resolution will be attached to the complaint record. The complaint record and any supporting documentation will be kept on file at GHMS, for a period of two (2) years.

2.0 Operating Practices

2.1 Security Deposit Policy

GHMS will bill the Customer for all Electricity Charges, Delivery Charges, Regulatory Charges, Debt Retirement Charges and any other related goods and services. GHMS may impose an amount and type of security requirement on a Customer depending on the GHMS' assessment of the Customer's likely risk of non-payment. GHMS shall not discriminate among Customers with similar risk profiles or risk related factors.

Before imposing a security deposit on a new residential Customer GHMS will offer the Customer the option of enrolling in a pre-authorized payment plan and where the Customer elects to enroll, no security deposit shall be required.

Despite the above, a unit sub-meter provider may require a security deposit from the consumer if within 12 months of enrollment in a pre-authorized payment plan,

- (a) the consumer terminates the plan
- (b) the consumer receives more than one disconnection notice from the unit sub-meter provider;
- (c) more than one payment by the consumer has been returned for insufficient funds; or
- (d) a disconnect / collect trip has occurred.

2.1.1 Good Payment History

GHMS may require a security deposit from a Customer unless the Customer has a good payment history of one (1) year in the case of a residential Customer or five (5) years in the case of a non-residential Customer. The time period that makes up the 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. GHMS shall provide a Customer with the specific reasons for requiring a security deposit from the Customer.

- (a) For the purposes of Section 2.1.1, a Customer is deemed to have a good payment history unless, during the relevant time period set out above (i) the Customer has received more than one disconnection notice from GHMS, (ii) more than one cheque given to GHMS by the Customer has been returned for insufficient funds, (iii) more than one pre-authorized payment (if applicable) to GHMS has been returned for insufficient funds, (iv) a disconnect/collect trip has occurred or (v) GHMS had to apply a security deposit in accordance with

Section 2.1.7. If any of the preceding events occur due to an error by GHMS, the Customer's good payment history shall not be affected.

- (b) For the purposes of this Section 2.3.1, GHMS shall deem a Customer 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 for the most recent relevant time period set out in this Section 2.3.1 where some of the time period which makes up the good payment history has occurred in the previous 24 months.

2.1.2 Security Deposit Waiver for Eligible Low-Income Consumers

- a) When issuing a bill for a security deposit in accordance with Section 2.3.1, GHMS shall advise residential Customers that the security deposit requirement will be waived for an eligible low-income consumer provided that such a consumer contacts GHMS and thereafter confirms his or her low-income eligibility under the OEB Unit Sub-Metering Code. GHMS shall notify the consumer by means of a bill insert, bill message, letter or outgoing telephone message and shall include GHMS' contact information where the Customer can obtain further information and a referral to a Social Service Agency or Government Agency to review the Customer's low-income eligibility.
- b) Where GHMS is advised by a Social Service Agency or a Government Agency that the agency is assessing the consumer for eligibility as a low-income consumer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the Social Service Agency or Government Agency.
- c) GHMS shall not collect a security deposit from a Customer who has been qualified as an eligible low-income consumer and requests a waiver under this Section 2.1.2.

GHMS shall give notice to all residential Customers, at least annually, that any residential Customer that qualifies as an eligible low-income consumer may request and receive a refund of any security deposit previously paid to GHMS by the Customer, after application of the security deposit to any outstanding arrears on the Customer's account.

Where an eligible low-income consumer requests refund of a security deposit previously paid to GHMS by the Customer, GHMS shall advise the Customer within 10 days of the request that the balance remaining after application of the security deposit to any outstanding arrears will be credited to his or her account where the remaining amount is less than one month's average billing or, where the remaining amount is equal to or greater than one month's average billing, the Customer may elect to receive the refund by cheque and GHMS shall issue a cheque within 11 days of the Customer requesting payment by cheque.

2.1.3 Amount of Security Deposit

The amount of the security deposit shall not exceed:

- (a) Where the previous twelve month billing history is available, billing cycle factor multiplied by the Customer's estimated bill, based on the Customer's average monthly load with GHMS during the most recent twelve (12) consecutive months within the past two (2) years; or
- (b) Where the previous twelve (12) consecutive months of billing history within the past two (2) years is not available, the Customer's average monthly load shall be based on a reasonable estimate made by GHMS.

In calculating the security billing deposit, the billing cycle factor shall be:

- (a) 2.5 if the customer is billed monthly; and
- (b) 1.75 if the customer is billed bi-monthly

Where a customer, other than a residential electricity Customer, has a payment history that includes two or more disconnection notices in a relevant twelve (12) month period, the Customer's security deposit will be based on the Customer's highest actual or estimated monthly load for the most recent twelve (12) consecutive months within the past two (2) years.

2.1.4 Methods of Security Deposit Payment

The form of payment of a security deposit for a residential Customer shall be cash or cheque at the discretion of the Customer or such other form as is acceptable to GHMS.

The form of payment of a security deposit for a non-residential Customer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank, as defined in the Bank Act, S.C. 1991, c. 46, at the discretion of the Customer. GHMS may, at its discretion, also accept other forms of security such as surety bonds and third party guarantees.

2.1.5 Payment By Installments

GHMS shall permit the Customer to provide a security deposit in equal installments paid over at least four (4) months. A Customer may, in its discretion, choose to pay the security deposit over a shorter time period.

Despite the above, GHMS provider will permit a residential Customer to provide a security deposit in equal installments paid over a period of a six (6) months. This includes where a new security deposit is required because the existing amount has been applied against amounts owing as permitted by the Ontario Sub-Metering Code or where GHMS has determined the amount of the security deposit is deficient or should be increased. Other

than residential Customers in Ontario, GHMS may require that any such repayments or additional security deposit be paid at the same time as the customers next bill.

2.1.6 Interest on Security Deposits

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by GHMS. The interest rate shall be at the average over the period of the prime lending rate set by the Bank of Canada less two (2) percent per annum. The interest accrued shall be paid out at least once every 12 months or on return of the security deposit or upon the application of the security deposit to the customer's account or upon the closure of the Customer's account, whichever comes first, and may be paid by crediting the account of the Customer or otherwise.

2.1.7 Security Deposit Retention

GHMS shall review every Customer'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 Customer as the Customer is now in a position that it would be exempt from paying a security deposit under Section 2.1.1 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 under Section 2.1.1.

For the purposes of Section 2.1.5, where a residential Customer has paid a security deposit in installments, GHMS shall conduct a review of the Customer's security deposit in the calendar year in which the anniversary of the first installment occurs and thereafter at the next review as required by the Unit Sub-Metering Code.

GHMS will respond promptly to a Customer who, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that GHMS undertake a review to determine whether the entire amount of the security deposit is to be returned to the Customer as the Customer is now in a position that it would be exempt from paying a security deposit under Section 2.1.1 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 under Section 2.1.3.

For the purposes of the above, where a residential Customer has paid a security deposit in installments, the Customer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.

Where GHMS determines in conducting a review that some or all of the security deposit is to be returned to the Customer, GHMS shall promptly return this amount to the Customer by crediting the Customer's account or otherwise.

Where GHMS determines in conducting a review that the maximum amount of the security deposit is to be adjusted upward, GHMS may require the Customer to pay this additional amount at the same time as that Customer's next regular bill comes due.

Despite the above, where a residential electricity Customer is required to adjust the security deposit upwards, GHMS shall permit the Customer to pay the adjustment amount in equal installments paid over a period of at least six (6) months. A Customer may elect to pay the security deposit over a shorter period of time.

GHMS shall promptly return any security deposit received from the Customer upon closure of the Customer's account, subject to GHMS' right to use the security deposit to set off other amounts owing by the Customer to GHMS. The security deposit shall be returned within six (6) weeks of the closure of an account.

Where all or part of a security deposit has been paid by a third party on behalf of a Customer, GHMS 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:

- (a) The third party paid all or part (as applicable) of the security deposit directly to the unit sub-meter provider;
- (b) The third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that the unit sub-meter provider return all or part (as applicable) of the security deposit to it rather than to the consumer; and
- (c) There is not then any amount overdue for payment by the consumer that the unit sub-meter provider is permitted by this Code to offset using the security deposit.

2.1.8 Applying Security Deposits Prior to a Disconnection Notice

GHMS shall not issue a disconnection notice to a residential Customer for non-payment unless GHMS has first applied any security deposit held on account for the Customer against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing.

Where GHMS applies all or part of a security deposit to offset amounts owing by a residential Customer under this Section 2.1.8, GHMS may request that the Customer repay the amount of the security deposit that was so applied. GHMS shall allow the residential Customer to repay the security deposit in installments in accordance with Section 2.1.5.

2.2 Billing Cycle Period

GHMS may, at its option, render bills to its Customers on either a monthly, bi-monthly, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by GHMS. Bills for the use of electrical energy may be estimated. See Section 3.3 Meter Reading for further details.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising GHMS of the reason for the dispute. GHMS will promptly investigate all disputes with respect to its charges and advise the Customer of the results. With respect to non-GHMS charges, the Customer may be directed to the appropriate party. GHMS' Dispute Resolution Procedure is described in Section 1.7 of these Conditions of Service.

2.3 Payment Requirements

2.3.1 Payment Due Date

Bills are rendered for energy related services provided to the Customer. Bills are payable in full by the due date identified on the bill whether a bill is based on a meter reading or a GHMS estimate; otherwise overdue interest charges will apply. The minimum payment period (before overdue interest can be applied) is 20 days from the date the bill was issued. Where a partial payment has been made the Customer on or before the due date, the interest charge will only apply to the amount of the bill outstanding at the due date.

A bill will be deemed to have been issued to a Customer:

- (a) If sent by mail, on the third day after the date on which the bill was printed by GHMS;
- (b) If made available over the internet, on the date on which an e-mail is sent to the Customer notifying the consumer that the bill is available for viewing over the internet;
- (c) If sent by email, on the date on which the e-mail is sent; or
- (d) If sent by more than one of the methods listed in paragraphs (a) to (c), on whichever date of deemed issuance occurs last.

For the purposes of determining the date on which payment of a bill has been received from a Customer:

- (a) If paid by mail, three days prior to the date on which the GHMS receives the payment; or
- (b) If paid at a financial institution or electronically, on the date on which the payment is acknowledged or recorded by the Customer's financial institution.

For the purposes of section 2.3, GHMS shall apply the following rules relating to the computation of time:

- (a) Where there is reference to a number of days between two events, the days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens;
- (b) Where the time for doing an act expires on a day that is not a business day, the act may be done on the next day that is a business day;
- (c) Where an act, other than payment by a consumer, occurs on a day that is not a business day, it shall be deemed to have occurred on the next business day;
- (d) Where an act, other than payment by a consumer, occurs after 5:00 p.m., it shall be deemed to have occurred on the next business day; and
- (e) Receipt of a payment by a consumer is effective on the date that the payment is made, including payments made after 5:00 p.m.

For the purposes of this section, a “business day” is any day other than a Saturday or a holiday as defined in section 88 of the Legislation Act, 2006.

2.3.2 Payment Methods

Customer bills may be paid:

- (a) In person at any Canadian financial institution;
- (b) Through automated banking machines, telephone banking or Internet bill payment services as offered through their financial institution; or
- (c) Mail (see section 1.5 Contact Information for details), cheque only, with the remittance portion of the bill.

All payments are to be in Canadian funds.

2.4 Interest and Other Charges

Past the due date, interest is calculated daily based on monthly interest rate of 1.5% monthly or 19.56% annually.

Outstanding bills are subject to GHMS’ collection process and may ultimately lead to the Customer’s premises having a lien placed on it or the service being discontinued. When the service has been reconnected, an account reconnection fee will be charged. As part of the collection process, the Customer’s deposit will be reviewed to determine if the deposit amount requires an adjustment to reflect current conditions as outlined in Section 2.1 of these Conditions of Service. Where the deposit amount requires adjustment, the deposit adjustment will be added to the outstanding amount. Service will be restored once satisfactory payment has been made. A discontinuance of service does not relieve the

Customer, and/or the owner, where the premises are not occupied by the owner, of the liability for arrears.

GHMS shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service or any other losses incurred by the customer while the electricity is disconnected.

A list of other Specific Service Charges customers may be required to pay is provided for in Appendix A.

2.5 Payment Allocation

If a bill includes charges for goods or services in addition to electricity sub-metering services, payments are applied in the following order:

- (a) Electricity Charges as defined below;
- (b) Payments towards an Arrears Payment Agreement;
- (c) Outstanding security deposit;
- (d) Under-billing adjustments; and
- (e) Non-electricity charges for other goods or services.

For the purposes of this Section, "electricity charges" are:

- (a) Charges that appear under the sub-headings "Electricity", "Delivery", "Regulatory Charges" and "Debt Retirement Charge" as described in Ontario Regulation 275/04 (Information on Invoices to Low-volume Consumers of Electricity) made under the Act, and all applicable taxes on those charges;
- (b) Where applicable, charges prescribed by regulations under section 25.33 of the Electricity Act and all applicable taxes on those charges;
- (c) Unit sub-metering charges and charges for any associated and ancillary services, including charges for the provision and maintenance of unit sub-meters, late payment charges and other billing and collecting payment services in respect of the electricity consumed by the consumer, and all applicable taxes on those charges; and
- (d) Such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included on the bill issued to the consumer or as may be designated by the OEB for the purposes of this Section 2.5, but not including security deposits or amounts owed by a consumer pursuant to an arrears payment agreement or a billing adjustment.

2.6 Arrears Payment Agreements

GHMS will make available to any residential Customer who is unable to pay his or her outstanding electricity charges the opportunity to enter into an arrears payment agreement. If a Customer declines to enter into an arrears agreement, GHMS may proceed with disconnection and is not required to offer an arrears agreement to such a Customer after disconnection. Any electricity deposit will be applied to the amounts owing before entering into an arrears payment agreement with a residential Customer.

GHMS shall offer an arrears payment agreement to non-residential Customers on reasonable terms.

The following terms and conditions may apply to any arrears payment agreement:

- (a) Before entering into an arrears payment agreement, GHMS shall apply any security deposit held on account of the Customer against any electricity charges owing at the time.
- (b) As part of the arrears payment agreement, GHMS may require that the Customer pay a down payment of up to 15% of the electricity charges arrears accumulated, inclusive of any applicable late payment charges, when entering into the arrears management program.
- (c) Where an eligible low-income consumer enters into an arrears payment agreement for the first time or subsequent to having successfully completed a previous arrears payment agreement as an eligible low-income consumer, GHMS may require that the consumer pay a down payment of up to 10% of the electricity charge arrears accumulated, inclusive of late payment charges.
- (d) The arrears payment agreement shall allow the residential Customer to pay all remaining electricity charges that are then overdue for payment as well as the current bill amount if the Customer elects to do so, after applying a security deposit under (a) above, and the down payment referred to in (b) or (c) above, including all electricity-related service charges that have accrued to the date of the agreement, over the following periods:
 - (i) A period of at least five (5) months, where the total amount of the electricity charges remaining overdue for payment is less than twice the Customer's average monthly billing amount;
 - (ii) A period of at least ten (10) months, where the total amount of the electricity charges remaining overdue for payment is equal to or exceeds twice the Customer's average monthly billing amount;
 - (iii) In the case of an eligible low-income consumer, a period of at least eight (8) months, where the total amount of the electricity charges remaining overdue for payment is less than or equal to two (2) times the Customer's average monthly billing amount;

- (iv) In the case of an eligible low-income consumer, a period of at least twelve 12 months where the total amount of the electricity charges remaining overdue for payment exceeds two (2) times the Customer's average monthly billing amount and is less than or equal to five (5) times the Customer's average monthly billing amount; or
- (v) In the case of an eligible low-income consumer, a period of at least 16 months where the total amount of the electricity charges remaining overdue for payment exceeds five (5) times the Customer's average monthly billing amount.
- (e) For the purposes of (d) above, the Customer's average monthly billing amount shall be calculated by taking the aggregate of the total electricity charges billed to the Customer in the preceding 12 months and dividing that value by 12. If the Customer has been a consumer of GHMS for less than 12 months, the Customer's average monthly billing amount shall be based on a reasonable estimate.
- (f) Despite (d) above, GHMS shall not be required to offer an arrears payment agreement time period to a residential Customer that extends past the length of time that the residential Customer has an obligation to the master consumer.
- (g) Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing, a security deposit amount or an under-billing adjustment, GHMS may cancel the arrears payment agreement.
- (h) If GHMS cancels an arrears payment agreement pursuant to (g) above, GHMS will give written notice of cancellation to the Customer and to any third party designated by the Customer under (i) below at least ten (10) days before the effective date of the cancellation.
- (i) Where, at the time of entering into an arrears payment agreement a Customer has designated a third party to receive notice of cancellation of the arrears payment agreement, GHMS shall provide notice of cancellation to such third party.
- (j) GHMS shall accept electronic mail (e-mail) or telephone communications from the Customer for purposes of (i) above.
- (k) If the Customer makes payment of all amounts due pursuant to the arrears payment agreement as of the cancellation date referred to in (h) above and makes such payment on or before the cancellation date, GHMS shall reinstate the arrears payment agreement.
- (l) Where an eligible low-income consumer defaults on more than two occasions in making a payment in accordance with an arrears payment agreement, or a

payment on account of a current electricity charge billing or an under-billing adjustment, GHMS may cancel the arrears payment agreement.

- (m) For purposes of (g) and (l) above, the defaults must occur over a period of at least two (2) months before GHMS may cancel the arrears payment agreement.
- (n) GHMS shall make available to a residential electricity consumer a second arrears payment agreement if the Customer so requests, provided that two (2) years or more has passed since a first arrears payment agreement was completed and provided that the Customer performed his or her obligations under the first arrears payment agreement.
- (o) In the case of an eligible low-income consumer, GHMS shall allow such a Customer to enter into a subsequent arrears payment agreement upon successful completion of the previous arrears payment agreement on the following terms:
 - (i) If a second or subsequent arrears agreement is requested less than 12 months from the date of completion of the previous arrears payment agreement, then the standard arrears payment agreement terms applicable to all residential Customer under (a) to (h) above also apply to the eligible low-income consumer; or
 - (ii) If a second or subsequent arrears agreement is requested 12 months or more from the date of completion of the previous arrears payment agreement, the eligible low-income consumer shall be entitled to the arrears payment agreement terms set out in (c), (d-iii), (d-iv), (d-v), (l) and (m) above.
- (p) GHMS shall not disconnect the property of a residential Customer for failing to make a payment subject to an arrears payment agreement, unless the Customer is in default, according to (g), (l) and (m) above, and GHMS has cancelled the arrears payment agreement in accordance with the provisions of the Unit Sub-Metering Code.
- (q) In the event a residential electricity Customer failed to perform his or her obligations under a previous arrears payment agreement and GHMS terminated the agreement pursuant to (g) above, GHMS may require that the Customer wait one (1) year after termination of the previous agreement before entering into another arrears payment agreement with GHMS.

2.7 Disconnections and Reconnections

GHMS reserves the right to disconnect the supply of electrical energy for causes including, but not limited to:

- (a) Contravention of any Applicable Laws;

- (b) Adverse effect on the reliability and safety of the GHMS' unit sub-meter system or the exempt distributor's distribution system;
- (c) Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the unit sub-meter system or the exempt distributor's distribution system;
- (d) A material decrease in the efficiency of GHMS' unit sub-meter system or the exempt distributor's distribution system;
- (e) A materially adverse effect on the quality of distribution services received by an existing connection;
- (f) GHMS' inability to perform planned inspections, maintenance, repairs or replacement of any part of its system or equipment;
- (g) Failure of the Customer to comply with a directive of GHMS provider that GHMS makes for purposes of meeting its license obligations;
- (h) Overdue amounts payable to GHMS, including the payment of the security deposit. The unit sub-meter provider shall give the consumer a reasonable opportunity to provide the security deposit consistent with section 2.1.
- (i) Failure of the customer to enter into a customer services agreement as required by these Conditions of Service;
- (j) Failure of the customer to open an account with GHMS and assume responsibility for electricity services delivered when the customer moves into an existing connected premises and consumes electricity;
- (k) Failure of the customer to open an account with GHMS when moving into a vacant premises;
- (l) Failure of the customer to comply with any requirements in the conditions or Services or a term of any agreement made between a customer and GHMS;
- (m) A customer acts fraudulently, including, but not limited to intentionally avoiding bill payments by applying or re-applying for a new account under a different account-holder name;
- (n) Interference caused by Customer's equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- (o) Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer);
- (p) In compliance with a court order or order made by a Governmental Authority; or
- (q) Any other conditions identified in these Conditions of Service or permitted by Applicable laws.

Prior to disconnecting a consumer for non-payment, GHMS shall provide to the premises of the disconnected Customer:

- (a) The Fire Safety Notice of the Office of the Fire Marshal; and

- (b) Any other public safety notices or information bulletins issued by public safety authorities and provided to GHMS, which provide information to consumers respecting dangers associated with the disconnection of electricity service.

GHMS shall include a copy of the notices or bulletins referred to above with any notice of disconnection that is left at the Customer's property at the time of actual disconnection for non-payment.

Disconnections do not relieve the Customer of liability for arrears or other applicable charges for the balance of the term of the agreement between the customer and GHMS.

GHMS shall not be held liable for any damage or injuries to the customer, the customer's premises or personal property, loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill 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, resulting from the disconnection of a service.

GHMS is entitled to charge a reconnection charge.

2.7.1 Disconnection Process

If GHMS intends to disconnect, pursuant to section 31 of the *Electricity Act*, the property of a residential Customer for non-payment it shall send or deliver a disconnection notice to the Customer that contains, at a minimum, the following information:

- (a) The date on which the disconnection notice was printed by GHMS;
- (b) The earliest and latest dates on which disconnection may occur, in accordance with this Section 2.7.1 and Section 2.7.3;
- (c) The amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
- (d) The amount of any service charge(s) that may apply if disconnection occurs, and the circumstances in which each of these charges is payable;
- (e) The forms of payment that the Customer may use to pay all amounts that are identified as overdue in the disconnection notice, including any method of payment that GHMS ordinarily accepts and which can be verified within the time period remaining before disconnection;
- (f) The time period during which any given form of payment listed under paragraph (e) will be accepted by GHMS;
- (g) That a disconnection may take place whether or not the Customer is at the premises;
- (h) That, where applicable, the disconnection may occur without attendance at the Customer's premises;

- (i) That an OEB prescribed standard arrears management program is available to all residential Customers, along with contact information for GHMS where the Customer can obtain further information;
- (j) That the following additional assistance may be available to an eligible low-income consumer, along with contact information for GHMS, where the Customer can obtain further information about the additional assistance:
 - (i) An OEB-prescribed arrears management program, and other expanded consumer service provisions, specifically for eligible low-income consumers; and
 - (ii) An OEB-approved Emergency Financial Assistance program administered through a Social Service Agency or Government Agency;
- (k) That GHMS may install a load control device at the Customer's premises in lieu of disconnection; and
- (l) Any additional option(s) that GHMS chooses, in its discretion, to offer to the Customer to avoid disconnection and the deadline for the Customer to avail himself or herself of such option(s).

If GHMS sends or delivers to a Customer a disconnection notice, pursuant to section 31(2) of the Electricity Act, for non-payment, that notice shall not be included in the same envelope as a bill or any other documentation emanating from GHMS.

GHMS shall, at the request of a residential Customer, send a copy of any disconnection notice issued to the Customer for non-payment to a third party designated by the Customer for that purpose provided that the request is made no later than the last day of the applicable minimum notice period set out below. In such a case:

- (a) GHMS shall notify the third party that the third party is not, unless otherwise agreed with GHMS, responsible for the payment of any charges for the provision of electricity service in relation to the Customer's property; and
- (b) The time and date rules set out in Sections 1.3 and 2.3.1 shall apply, with such modifications as the context may require, for the purposes of determining the date of receipt of the disconnection notice by the third party.

A residential Customer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and GHMS shall send notice of disconnection to such third party. GHMS shall accept electronic mail (e-mail) or telephone communications from the Customer for this purpose.

A disconnection notice issued for non-payment shall expire on the date that is 14 days from the last day of the applicable minimum notice period referred to in Section 2.7.3, determined in accordance with the time and date rules set out in Section 1.3. GHMS may not thereafter disconnect the property of the Customer for non-payment unless GHMS issues a new disconnection notice in accordance with this Section 2.7.1.

GHMS shall make reasonable efforts to contact, in person or by telephone, a residential Customer to whom GHMS has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. At that time, GHMS shall:

- (a) Advise the Customer of the scheduled date for disconnection;
- (b) Advise the Customer that a disconnection may take place whether or not the Customer is at the premises;
- (c) Where applicable, advise the Customer that the disconnection may occur without attendance at the Customer's premises;
- (d) Advise the Customer the forms of payment that the Customer may use to pay all amounts that are identified as overdue in the disconnection notice, including any method of payment that GHMS ordinarily accepts and which can be verified within the time period remaining before disconnection; and advise during what hours such payments may be made;
- (e) Advise the Customer that a standard arrears management program is available to all residential Customers, along with contact information for GHMS where the Customer can obtain further information;
- (f) Advise that the following additional assistance may be available to an eligible low-income consumer, along with contact information for GHMS, where the Customer can obtain further information about the additional assistance:
 - (i) A Board-prescribed arrears management program, and other expanded consumer service provisions, specifically for eligible low-income consumers; and
 - (ii) A Board-approved Emergency Financial Assistance program administered through a Social Service Agency or Government Agency;
- (g) Advise the Customer of any additional option(s) that GHMS, in its discretion, wishes to offer to the Customer to avoid disconnection.

GHMS will not disconnect a Customer for non-payment on a day that GHMS is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.

2.7.2 Low-Income Consumers and Disconnection

GHMS shall suspend any disconnection action for a period of 21 days from the date of notification by a Social Service Agency or Government Agency that it is assessing a residential consumer for the purposes of determining whether the consumer is eligible to receive such assistance, provided such notification is made within 10 days from the date on which the disconnection notice is received by the Customer. Where a residential Customer had requested prior to the issuance of the disconnection notice that GHMS also provide a copy of any disconnection notice to a third party, GHMS shall suspend any disconnection action for a period of 21 days from the date of notification by the third party

that he, she or it is attempting to arrange assistance with the bill payment, provided such notification is made within 10 days from the date on which the disconnection notice is received by the Customer.

Despite the above, upon notification by a Social Service Agency or Government Agency that a consumer is not eligible to receive such assistance, or if another third party who was considering the provision of bill assistance decides not to proceed, GHMS may continue its disconnection process. GHMS will have up to 11 days to act on the previous disconnection notice and will make a further reasonable effort to contact the Customer in accordance with Section 2.7.1 prior to executing disconnection.

2.7.3 Disconnection Notice Periods

GHMS shall not disconnect a Customer for non-payment until the following minimum notice periods have elapsed:

- (a) 60 days from the date on which the disconnection notice is received by the Customer, in the case of a residential Customer that has provided GHMS with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, dependent family member or other person that regularly resides with the Customer; or
- (b) 14 days from the date on which the disconnection notice is received, in all other cases.

For the purposes of the above:

- (a) Notice periods for disconnection for non-payment notices expire on the date that is 14 days after such 60 or 14 day minimum notice period, as applicable;
- (b) Where a disconnection notice is sent by mail, the disconnection notice shall be deemed to have been received by the Customer on the fifth business day after the date on which the notice was printed by GHMS;
- (c) Where a disconnection notice is delivered by personal service, the disconnection notice shall be deemed to have been received by the Customer on the date of delivery;
- (d) Where a disconnection notice is delivered by being posted on the Customer's property, the disconnection notice shall be deemed to have been received by the Customer on the date of such posting;
- (e) "Spouse" has the meaning given to it in section 29 of the *Family Law Act*;
- (f) "Dependent family member" means a "dependent" as defined in section 29 of the *Family Law Act* and also includes a grandparent who, based on need, is financially dependent on the Customer; and

- (g) GHMS provider shall apply the rules relating to the computation of time set out in Section 1.3.

2.7.4 Disconnection Charges

GHMS may recover from a Customer who is disconnected the reasonable costs associated with the disconnection, including overdue amounts payable by the Customer. GHMS may recover from the disconnected Customer the reasonable costs for repairs of the GHMS' physical assets in reconnecting the Customer.

GHMS shall not be liable for any damages or claims as a result of the disconnection of service

2.7.5 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 GHMS arising from any unauthorized electricity use, including inspections, repair costs, disconnection charges and reconnection charges; (b) until the Customer provides full payment to GHMS; and/or (c) in accordance with terms of an arrears payment agreement between GHMS and the Customer.

The Customer will 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 the reconnection. In the event that the Customer or 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 GHMS to arrange for more than one reconnection appointment.

Reconnections for Ontario Customers who have been disconnected for six (6) months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless GHMS erred in disconnecting the customer, it is the responsibility of the customer to pay for such inspection.

3.0 Other Provisions

3.1 Contracts

3.1.1 Contract for New or Modified Unit Sub-Metering Service

GHMS shall only open a sub-metering account for a new or modified supply of electricity upon receipt by GHMS of a completed and signed original or faxed application for service, an inspection and approval by GHMS and, where necessary, the Electrical Safety Authority. Any applicable connection charges as outlined in Appendix A, Specific Service Charges and payment of any security deposit as outlined in Section 2.1 of these Conditions of Service will be invoiced to the customer on their first bill.

3.1.2 Implied Contracts

In all cases, notwithstanding the absence of a written contract, GHMS has an implied contract with any Customer that is a Resident or Unit Owner where GHMS has installed a Unit Sub-metering System and receives billing and collection services from GHMS. A consumer who uses electricity delivered, supplied or sub-metered by GHMS shall be liable for payment of electrical consumption even in the absence of a signed contract subject only to any Applicable Laws. Any implied contract for the supply or sub-meter of electricity by GHMS shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who receives the electricity supplied or sub-metered by GHMS.

The terms of the implied contract are embedded in GHMS' Conditions of Service, GHMS' rate schedules, GHMS' Unit Sub-Metering license, and the Code as amended from time to time.

3.1.3 Special Contracts

GHMS may enter into special contracts that are customized in accordance with the service requested by the Customer.

3.1.4 Opening and Closing Accounts

An owner or occupant that wishes to become a Customer of GHMS and to open an account for the supply of unit sub-metering services and any associated services by GHMS must complete and sign an application for service. One piece of identification acceptable to GHMS will be required. In the case of a corporation, proof of identity of the

authorized signing officer of the corporation will be required, and information as to the status of the corporation may be required at GHMS' discretion.

The Owner and, where applicable, the occupant, or the authorized signing officer of the Owner and/or occupant in the case of a corporation, shall execute the application for service and deliver the security deposit and proof of identity. Appropriate means are in person, by mail, courier, fax and email.

Where GHMS opens an account for a property in the name of a person at the request of a third party, the unit sub-meter provider shall, within 15 days of the opening of the account, send a letter to the person advising of the opening of the account and requesting that the person confirm that he or she agrees to be the named consumer. If the unit sub-meter provider does not receive confirmation from the intended consumer, within 15 days of the date of the letter, the unit sub-meter provider shall advise the third party that the account will not be set up as requested. A solicitor or person with Power of Attorney can open an account on behalf of the prospective customer.

A Customer who wishes to close an account with GHMS (for example, because the Customer moves to another location) must notify GHMS at least seven (7) business days prior to moving or closing date. The Customer shall be responsible for payment to GHMS for the supply of electricity until the date that the account is closed. This date may be later than the desired termination date if the Customer's notification is not received far enough in advance of the desired termination date to allow GHMS a reasonable period of time to close the account.

The Owner(s) or the Condominium Board are responsible for notifying GHMS of any change in ownership of a Building.

3.1.5 Landlord and Tenant Agreements

GHMS and a landlord may enter into an agreement where the landlord agrees to automatically assume responsibility for paying for continued service after the closure of a tenant's account. GHMS will revert 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 electricity charges for service provided to the premises. This applies even if the premises is vacant.

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, GHMS may disconnect the supply of electricity in accordance with these Conditions of Service. A disconnection charge may apply.

3.2 Conveyance of Electricity

3.2.1 Limitations on the Guaranty of Supply

GHMS will endeavour to minimize inconvenience to Customers, although it is necessary to occasionally interrupt a Customer's supply to allow work on the meters or meter components. GHMS will attempt to provide Customers with reasonable notice of planned power 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 on their premises to minimize the effect of momentary power interruptions.

3.2.2 Power Quality

If an undesirable system disturbance is being caused by the Customer's equipment, the Customer will be required to cease operations of the equipment until satisfactory remedial action has been taken. If the Customer does not cease operations of the equipment within a reasonable amount of time, GHMS may disconnect the supply of power to the Customer. GHMS may seek reimbursement for any time spent investigating the problem.

It is the Customers responsibility to provide protection from voltage variations and transient operation.

3.3.3 Back-up Generators

Customers with portable or permanently connected generation capability used for emergency back-up shall comply with all applicable criteria of the Ontario Electrical Safety Code and, in particular, shall notify GHMS in all cases where Customer emergency generation provides supply to individual suites or units metered by GHMS.

3.3 Metering

GHMS will supply, install, own, and maintain all meters, instrument transformers, ancillary devices, and secondary wiring required for revenue metering.

The Customer must provide a convenient and safe location satisfactory to GHMS, reserved solely for metering equipment, with direct outside access acceptable to GHMS with a locking mechanism in conformity with the Electrical Safety Authority, for the installation of GHMS revenue metering equipment, meters, wires and ancillary equipment, free of charge or rent. Customers will allow only a properly identified employee or

authorized agent of GHMS to read, remove, inspect, connect, replace, adjust, or repair GHMS metering, service entrance equipment, communications equipment, or other equipment located on the Customer's premises.

The Customer will be responsible for the care and safekeeping of GHMS meters, wires and ancillary equipment on the Customer's premises. If any GHMS equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to GHMS the value of such equipment, or at the option of GHMS, the cost of repairing the same.

The location allocated by the owner for GHMS metering shall be for the exclusive use of GHMS, provide direct access for GHMS staff and is subject to satisfactory environmental conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment; and
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes.

Where GHMS deems self-contained meters to be in a hazardous location, the Customer shall provide a meter cabinet or protective housing in accordance with these Conditions of Service.

The owner of the premises is responsible to provide a proper power supply for all metering devices and components as per GHMS' design.

Any compartments, cabinets, boxes, sockets, or other workspace provided for the installation of GHMS' metering equipment shall be for the exclusive use of GHMS. No equipment, other than that provided and installed by GHMS, may be installed in any part of the GHMS metering workspace. When a disconnection device has been locked and tagged in the "OFF" position by GHMS, under no circumstance shall anyone remove the lock and tag and energize it without first receiving approval from GHMS.

3.3.1 Common Area Metering

Where units in a multi-unit building are to be unit sub-metered, the responsible party (owner, developer, condominium board of directors, or landlord) may enter into a contract with GHMS for the supply of electrical energy for all common or shared services. Common or shared services typically include lighting of all common areas shared by the tenants, or unit owners, and common services such as heating, air conditioning, water heating, elevators, and common laundry facilities. In such cases, consumption for all common areas would be separately metered.

The owner of a building and/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.

3.3.2 Meter Reading

The Customer must provide or arrange free, safe and unobstructed access during regular business hours to any authorized representative of GHMS for the purpose of meter reading, meter changing, or meter inspection. Where the Customer's premises are closed during GHMS' normal business hours, the Customer must, on reasonable notice, arrange such access at a mutually convenient time.

Where GHMS is unable to obtain a meter reading, the Customer's bill shall be estimated based on the consumption from the same period of the previous year.

3.3.3 Final Meter Reading

When a service is no longer required, the Customer shall provide at least seven (7) business days notice of the date the service is to be discontinued so that GHMS can obtain a final meter reading. The final reading will be obtained at midnight of the requested final reading date. The Customer shall provide access to GHMS or its agents for this purpose, if required. If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

3.3.4 Billing Errors

Metering electricity 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. GHMS' revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

Where a GHMS has over billed a Customer by an amount that is equal or exceeds the Customer's average monthly billing amount, determined in accordance with section 4.6.7, GHMS will notify the Customer within 10 days of the over billing and advise that the Customer may elect to have the full amount credited to their account or repaid in full by cheque, within 11 days of requesting payment by cheque. Where the Customer has not requested payment by cheque, within 10 days of notification, GHMS will credit the full amount to the Customer's account.

Where GHMS has over billed a Customer by an amount that is less than the Customer's average monthly billing amount, determined in accordance with section 4.6.7, GHMS will credit the account in the next regularly scheduled bill.

If there are outstanding arrears on the Customer's account, GHMS will apply it to the arrears on the consumer's account and credit or repay to the Customer the remaining balance.

Where GHMS has under billed a Customer who is not responsible for the error, GHMS will allow the Customer to pay the under billed amount in equal installments over a period at least equal to the duration of the billing error, up to a maximum of 2 years.

Where GHMS issues a bill to a Customer for an under billed amount, the unit sub-meter provider shall notify the Customer by way of bill insert, bill message, letter or outgoing telephone message that, if the Customer is an eligible low-income consumer, he or she has the option of paying the under-billed amount as follows:

- a) Equal installments over a period at least equal to the duration of the billing error, up to a maximum of 2 years; or
- b) Over a period of 10 months where the under billed amount is less than twice the consumer's average monthly billing and over a period of 20 months where the under billed amount equals or exceeds twice the consumer's average monthly billing.

Where a GHMS has under billed a Customer who is responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, the unit sub-meter provider 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. Where disconnection has occurred, GHMS may require payment of such bill prior to the reconnection of service upon request by the Customer responsible for the tampering, willful damage, unauthorized energy use or other unlawful actions that caused the under billing.

Where GHMS has under billed a Customer, the maximum period of under billing for which the unit sub-meter provider is entitled to be paid is 2 years. Where the unit sub-meter provider has over-billed a Customer, the maximum period of over billing for which the Customer is entitled to be repaid is two (2) years.

GHMS may charge interest on under billed amounts only where the Customer was responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions. Such interest shall be equal to the prime rate charged by the unit sub-meter provider's bank.

If GHMS has over billed a Customer and the billing error is not the result of a unit sub-meter provider's standard documented billing practices, GHMS shall pay interest on the amount credited or repaid to the Customer equal to the prime rate charged by the unit sub-meter provider's bank.

3.3.4 Meter Dispute Testing

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and GHMS without resorting to the meter dispute test.

Either GHMS or the Customer may request the service of Measurement Canada to resolve a dispute. If the Customer initiates the dispute, GHMS will charge the Customer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favour of the utility. The disputed meter will be re-installed at the Customer's service location.

3.4 Tariffs and Charges

Charges for distribution services are made as set out in the Schedule of Rates and Charges available upon request from GHMS or as posted on its website at www.ghms.ca. In addition to the monthly administration fee and electricity charges there are a number of specific service charges which may apply. A list of Specific Service Charges is provided in Appendix A.

3.5 Electricity Supply Disruptions

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of electricity, GHMS 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.

3.6 Force Majeure

Neither GHMS 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, 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.

4.0 Glossary Of Terms

“Act” means *the Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“Applicable Laws” means in respect of any person, property, transaction, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies 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 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;

“Board” or “OEB” means the Ontario Energy Board;

“business day” means any day that is not a Saturday, a Sunday, or legal holiday in the Province of Ontario as defined in section 88 of the *Legislation Act, 2006*;

“Conditions of Service” means the document developed by a unit sub-meter provider in accordance with subsection 3.2.1 of the Unit Sub-Metering Code that describes the operating practices and connection rules for the unit sub-meter provider;

“consumer” means the person who uses, for the person’s own consumption, electricity that the person did not generate; a consumer requires an account with the unit sub-meter provider in order to receive metering and billing services;

“Customer” means a person who has an account or requires an account with GHMS in order to receive metering and billing services within a condominium, rental property, or parcels of land in the case of a common element condominium corporation;

“ECPA” means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

“ECPA Regulation” means Ontario Regulation 389/10;

“Electricity Act” means the *Electricity Act, 1998*, S.O. 1998, c.15, Schedule A;

“Electrical Safety Authority” or “ESA” means the person or body designated under the Electricity Act regulations as the *Electrical Safety Authority*;

“eligible low-income consumer” means:

- (a) a residential electricity consumer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency; or
- (b) a residential electricity consumer who has been qualified for Emergency Financial Assistance;

“Emergency Financial Assistance” means any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential consumers;

“Energy Competition Act” means the *Energy Competition Act, 1998*, S.O. 1998, c. 15; (MR, DSC)

“IESO” means the Independent Electricity System Operator established under the Electricity Act;

“master bill” means the bill issued by the licensed distributor to the master consumer;

“master consumer” means the exempt distributor or the person authorized by the ECPA Regulation to retain a unit sub-meter provider for the prescribed property being served by the licensed distributor;

“master meter” means the meter controlled by the licensed distributor and used for settlement of the master bill with the master consumer;

“Measurement Canada” means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980-81-82-83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86-131);

“metering services” means installation, testing, reading, and maintenance of meters;

“person” or “persons” includes an individual, a corporation, sole proprietorship, partnership, unincorporated organization, unincorporated association, body corporate, and any other legal entity;

“prescribed activity” means one of the activities prescribed by the ECPA Regulation;

“prescribed property” means one of the properties or classes of property prescribed by the ECPA Regulation;

“Regulation or Regulations” means a regulation or regulations made under the Act, the ECPA, or the Electricity Act;

“service contract” means the document that identifies a specific Consumer and highlights the key conditions in these Conditions of Service;

“Social Service Agency or Government Agency” means:

- (a) a social service agency or government agency that partners with a given distributor to assess eligibility for Emergency Financial Assistance; or
- (b) a social service agency or government agency that assesses eligibility for other energy financial assistance or low-income financial assistance programs, and partners with a given distributor to qualify consumers for eligibility under this Code;

“third party” with respect to a unit sub-meter provider, means any person other than the unit sub-meter provider;

Application for Service



Golden Horseshoe Metering Systems Inc.

September 2020

Appendix A - Specific Service Charges

Customer Administration

Statement of Account.....	\$ 15.00
Arrears Certificate	\$ 15.00
Account Setup / Change of Occupancy	\$ 30.00
Returned Cheque (plus bank charges)	\$ 15.00
Pulling Post Dated Cheques	\$ 15.00
Account History.....	\$ 15.00
Special Requests – Initiated by customer (Hourly Rate).....	\$ 75.00
Meter Dispute Charge plus Measurement Canada Fees (if meter found correct) (Hourly Rate).....	\$ 75.00
Credit Check (plus credit agency fees)	\$ 19.90

Non Payment of Account

Late Payment – per month.....	% 1.50
Late Payment – per annum.....	% 19.56
Collection of Account Charge – No Disconnection – during regular hours.....	\$ 165.00
Collection of Account Charge – No Disconnection – after regular hours	\$ 300.00
Disconnection / Reconnection Charge – during regular hours	\$ 185.00
Disconnection / Reconnection Charge – after regular hours.....	\$ 350.00

Additional Charges

Administrative billing charge (per instance).....	\$ 150.00
Service Call – Customer owned equipment – during regular hours (hourly)	\$ 150.00
Service Call – Customer owned equipment – after regular hours (hourly).....	\$ 275.00