



Conditions of Service – Other Utilities

**(Condominiums and Buildings where Provident’s Sub-Metering Services
does not include Electricity)**

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SECTION 1 - INTRODUCTION

1.1 IDENTIFICATION OF PROVIDENT ENERGY MANAGEMENT INC.

Provident Energy Management Inc. (“PEMI” or “Provident”) operates a business of providing utility submetering services to multi-unit buildings in Ontario. PEMI operates in Ontario and installs, operates and maintains sub-metering systems within the buildings it services, under contracts with building owners or condominium corporations (“Master Consumers”).

1.2 INTERPRETATION

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

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender
- “Customer” means a person who has an account or requires an account with PEMI in order to receive metering and billing services within a condominium, rental property, or parcels of tied land in the case of a common element condominium corporation;

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 all applicable laws, regulations and codes (the “Applicable Laws”). The provisions of these Conditions of Service and any amendments thereto form part of the contract between PEMI and applicable Customers, and between PEMI and the applicable Master Consumers.

Unless otherwise stipulated herein, in the event of a conflict between an agreement between PEMI and a Customer and these Conditions of Service, or between an agreement between PEMI and a Master Consumer, then these Conditions of Service shall prevail.

In the event of changes to these Conditions of Service, PEMI will provide notice of the changes before they become effective, and will post the current version of the Conditions of Service on its website (www.pemi.com). Upon request, PEMI will provide any Customer with a written copy of these Conditions of Service.

1.4 CONTACT INFORMATION

Customers may contact PEMI using one of the following methods:

- Telephone
 - Customer Inquiries, Account Information, Billing, Collections (Monday to Friday, 9:00 a.m. to 5:00 p.m., excluding statutory holidays) 416-736-0630
- Facsimile 416-736-4923
- Mail to:
 - Provident Energy Management Inc.
20 Floral Parkway
Concord, ON
L4K 4R1
- E-mail: customerservice@pemi.com

SECTION 2 – PEMI BILLING PROCEDURES

2.1 BILLING CYCLE PERIOD

PEMI may, at its option, render bills to its Customers on either a monthly, bi-monthly, quarterly, annual or other periodic basis. Bills for the use of utilities may be based on either a metered rate or a flat rate, as determined by PEMI.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising PEMI of the reason for the dispute. PEMI will promptly investigate all disputes and advise the Customer of the results.

2.2 PAYMENT REQUIREMENTS

Bills to Customers are rendered for utilities consumption and related services. Bills are payable in full by the due date specified on the particular bill; otherwise, overdue interest charges will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.

Outstanding bills are subject to the collection process and may ultimately lead to the Customer's premises having a lien placed on it or disconnection of services.

Customers may be required to pay special charges, including (without limitation) those charges set out in Appendix 1 of these Conditions of Service.

SECTION 3 - OTHER PROVISIONS

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.

PEMI may charge a fee for all requests for aggregated information.

3.2 ACCESS AND REPAIRS

3.2.1 Safety of Equipment

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

3.2.2 Operating Control

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

No person shall remove, replace, alter, repair, inspect or tamper with equipment of PEMI except an employee or agent of PEMI or another person lawfully entitled to do so.

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

3.2.3 Repairs of Defective Customer Equipment

The Customer will be required to repair or replace any equipment owned by the Customer or otherwise under its control that may affect the integrity or reliability of meters and meter components.

3.2.4 Repairs of Customer's Physical Structures

Construction and maintenance and repairs of all structures housing and/or supporting the metering infrastructure, 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.

3.3 CONVEYANCE OF UTILITIES

3.3.1 Interruptions to Supply

Although it is PEMI policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply to allow work on the meters or meter components. PEMI will endeavor to provide the Customers with reasonable notice of planned utility 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 to provide their own back-up or standby facilities.

3.3.2 General Metering

No person, except those authorized by PEMI may remove, connect, alter, or otherwise interfere with meters, wires or ancillary equipment. The Customer will be responsible for the care and safekeeping of PEMI metering and related equipment in, on or about the Customer's property. If any metering equipment installed in, on or about the Customer's property is damaged, destroyed, or lost, the Customer will be liable to pay PEMI the value of such equipment, or at the option of PEMI, all cost of repairing the same.

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

The Customer will be responsible to provide a proper power supply for all metering devices and components as per the PEMI design.

When a disconnect device has been locked and tagged in the "OFF" position by PEMI, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from PEMI

3.3.3.1 Metering Services Identification

The Customer 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.

3.3.3.2 Working Space

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

3.3.3.3 Meter Access

The Customer must provide or arrange free, safe and unobstructed access to any authorized representative of PEMI for the purpose of meter reading, meter changing, meter inspection, meter repair, disconnection or reconnection.

3.3.3.3 Measurement Disputes

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

Either PEMI or the Customer may request the service of Measurement Canada to resolve a measurement dispute. If the Customer initiates the dispute, PEMI will charge the Customer a meter dispute fee. If the meter is found to be in-accurate and Measurement Canada rules in favour of the Customer, PEMI will refund the fee.

3.4 TARIFFS AND CHARGES

Current charges by PEMI are set out in Appendix 1, and are subject to change. Changes will be posted on PEMI's website. These charges are in addition to charges by the local utility companies for consumption, distribution, delivery and related charges, and are in addition to charges made by PEMI for providing its services to the subject property, pursuant to its agreement with the subject Master Consumer.

3.5 UTILITY SUPPLY DISRUPTIONS

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

3.6 FORCE MAJEURE

Neither PEMI 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, state of emergency, pandemic, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

SECTION 4 - SECURITY DEPOSIT

4.1 SECURITY DEPOSIT REQUIREMENTS

Security deposits must be paid to PEMI using one of the following methods: (i) cash; (ii) cheque; (iii) money order; (iv) bank draft and (v) certified cheque.

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the Customer's average monthly load during the most recent twelve (12) consecutive months within the past two years. Where such average monthly load for the Customer is not available, a reasonable estimate will be made using information from a similar property used for similar purposes. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant twelve (12) month period, that Customer's highest actual or estimated

monthly load for the most recent 12 consecutive months within the past 2 years, will be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

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

The amount of the security deposit paid or required to be paid is referred to in these Conditions of Service as the “**Security Deposit**”.

4.2 REFUND OR APPLICATION OF SECURITY DEPOSITS

Security Deposits shall not constitute payment of an outstanding account, in whole or in part, but will be applied to amounts owing on an PEMI account when the account is closed, upon non-payment of a bill issued by PEMI, or otherwise in accordance with Applicable Laws.

Upon final billing of an account, Security Deposits will be applied to the final bill, and any remainder will be refunded to the Customer within six (6) weeks of closure of the account. Security Deposits paid other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the Customer.

SECTION 5 – FURTHER REMEDIES

5.1 DISCONNECTION RIGHTS

Where permitted in the agreement between PEMI and the applicable Master Consumer(s), PEMI may have rights to disconnect in certain situations, and accordingly, PEMI reserves the right to disconnect the supply of utilities for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the sub-metering system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system;
- A material decrease in the efficiency of the sub-metering system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of PEMI to perform planned inspections and maintenance;
- Failure of the Customer to comply with a directive of PEMI that PEMI makes for purposes of meeting its license obligations;
- Overdue amounts payable to PEMI (as further provided in these Conditions of Service);
- Interference caused by Customer’s equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized utility use (including utility diversion, fraud or abuse by a Customer); and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

PEMI 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, resulting from any disconnection of service

PEMI is entitled to charge a reconnection charge.

5.1.1 Disconnection Due To Non-Payment

PEMI may issue a disconnection notice to the Customer if any bill issued by PEMI to Customer remains unpaid following the payment due date specified in such bill, and PEMI may then proceed to disconnect the supply of utilities.

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

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

PEMI will not disconnect a Customer for non-payment:

(a) Where any order has been made by the Province of Ontario or another governmental authority prohibiting the interruption or termination of utility services; and

(b) in the case of a residential Customer that has provided PEMI with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Customer or his/her spouse, dependent family member or other person that regularly resides with the Customer within 60 days after the date on which the disconnection notice is received by the Customer.

In all other cases, PEMI may disconnect a Customer for non-payment 10 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment will expire on the date that is 11 days after such 60 or 10 day minimum notice period, as applicable.

At least seven days before issuing a disconnection notice for non-payment, PEMI shall deliver an account overdue notice to the Customer by the Customer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by PEMI.

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

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

5.2 RECONNECTION PROCEDURES

Disconnected services may not be reconnected unless:

(a) the Customer rectifies the condition leading to the disconnection, including all costs incurred by PEMI arising from any unauthorized usage of utilities, including inspections, repair costs, disconnection charges and reconnection charges;

(b) until the Customer provides full payment to PEMI; and

(c) in accordance with the terms of an arrears payment agreement between PEMI 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 reconnection. In the event that the Customer or an authorized representative is not available at the scheduled time for reconnection, the Customer will be responsible for additional costs, in addition to any applicable reconnection charges, incurred by PEMI in order to arrange for more than one reconnection appointment.

5.3 LIEN RIGHTS

Where permitted in the agreement between PEMI and the applicable Master Consumer(s), PEMI shall be entitled to register and/or enforce liens for common expense arrears against any Customer if any bill issued by PEMI to such Customer remains unpaid following the payment due date specified in such bill. Liens would be discharged only upon the payment and satisfaction of all amounts owing by the defaulting Customer, including without limitation, interest and any costs of enforcement, etc.

APPENDIX 1: Provident Standard Service Charges

Type	Description	Fee *
New Account Set-Up Fee	This is the cost for creating a new account with Provident. Residential Commercial or Retail	\$50.00 \$100.00
Security Deposit	Residential Commercial or Retail initial deposits are based on 2.5 times anticipated monthly charges, and will be revised after 12 months of billing history	Variable Variable
Administration and Metering Fees	Monthly fees (based on a 30 day month) to the Customers, as the case may be, for meter reading, billing and collection services. Fees are determined in accordance with the contract between PEMI and the applicable Master Consumer.	
NSF/Bank Return Fee	This fee will be charged if the payment does not clear the bank	\$50.00
Reference Letter	This is the cost to generate and send a letter with a customer's payment history to another utility provider/sub-metering company.	\$25.00
Final Collection Notice Charge	This is the cost of generating a notice when a customer's account is eligible for disconnection.	\$40.00
Disconnection/Reconnection Fee (Business Hours)	This fee is to reconnect a service based on a customer's request, during business hours. Disconnection will occur only after the appropriate procedure has been followed. Arrears must be paid in full.	\$105.00
Disconnection/Reconnection Fee (After Hours)	This fee is to reconnect a service based on a customer's request, after business hours. Disconnection will occur only after the appropriate procedure has been followed. Arrears must be paid in full.	\$205.00
Meter Dispute Fee/Service Call	Most billing inquiries can be resolved between the customer and Provident without a meter dispute test/service call. However, upon customer request for on-site testing, Provident will charge for a Service Call, which will be fully refunded if the meter is found to be inaccurate and, in such a rare case, adjustments will be made to the customer's bill. Either Provident or the customer may request Measurement Canada's involvement to resolve a meter dispute. If the customer initiates the dispute, Provident will charge the customer a meter dispute fee, which is also refundable if the meter is found to be inaccurate.	\$125.00
Re-print Invoice	The cost to re-print a customer's invoice.	\$20.00
Archived Invoice (older than 13 months)	The cost to re-print a customer's invoice that is older than 13 months.	\$25.00
Current Account Summary	The cost to print a current account summary at the customer's request.	\$20.00
Archived Account Summary (older than 13 months)	The cost to print an account summary that older than 13 months.	\$25.00
Pre-Lien	Where Provident retains Lien Rights, this charge recovers legal expenses for placing a Pre-Lien on a property.	\$200.00
Lien	Where Provident retains Lien Rights and arrears are not paid within the specified period for a Pre-Lien, this charge recovers legal expenses for placing a Lien on a property.	\$752.21
Late Payment Penalty Rate	Bills are payable in full by the due date. After this date, overdue interest charges will apply. Where a partial payment has been, the interest charge will apply only to the amount of the bill outstanding at the due date.	1.50% per month (equivalent to 19.6% per annum)

* Where any of such charges are inconsistent with the amount of such charge set out in the contract with the applicable Master Consumer, the amount set out in such contract will remain in effect for a period ending the later of December 31, 2020 and 12 months following the initial occupancy of the applicable building. Fees are subject to change without notice and subject to applicable HST.