



Conditions of Service

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SECTION 1 - INTRODUCTION

1.1 IDENTIFICATION OF PROVIDENT ENERGY MANAGEMENT INC.

Provident Energy Management Inc. (“PEMI”) is a corporation existing under the laws of the Province of Ontario and operates a business of providing utility submetering and related billing services to multi-unit buildings in Canada. PEMI is licensed as a unit sub-meter provider of electricity in Ontario by the Ontario Energy Board (OEB).

1.2 CONDITIONS OF SERVICE AND GOVERNING LAWS

PEMI conducts its operations in accordance with Applicable Laws, these Conditions of Service and its agreements with Customers and Principal Consumers. Though these Conditions of Service are a licencing requirement for PEMI in the Province of Ontario, the provisions of these Conditions of Service set out the terms and conditions under which PEMI provides submetering and billing services across Canada except to the extent of any conflict with Applicable Laws.

1.3 INTERPRETATION

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

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

1.4 CONFLICTS, AMENDMENTS AND CHANGES

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

In the event of a conflict between this document and Applicable Laws, such Applicable Laws shall prevail. In the event of a conflict between an agreement PEMI has with a Customer and these Conditions of Service, or between an agreement between PEMI and a Principal Consumer, then these Conditions of Service shall prevail unless explicitly stated otherwise in the agreement between PEMI and the Principal Consumer.

In the event of changes to these Conditions of Service, PEMI will provide notice of the changes in accordance with the Ontario Unit Sub-metering Code 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.

1.5 CONTACT INFORMATION

Customers may contact PEMI using one of the following methods:

- Telephone
 - Customer Inquiries, Account Information, Billing, Collections (Monday to Friday, 8:30 a.m. to 6:00 p.m., excluding statutory holidays) 416-736-0630; or 1(866) 840-2720
- 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.

2.2 BILLING METHODS

PEMI may issue bills by mail, e-mail or otherwise make them available over the internet. If the bill is sent by mail, the bill is deemed to be issued on the third day after the date on which the bill is printed. If the bill is made available over the internet, the bill is deemed to be issued on the date on which it is available for viewing. If the bill is sent by more than one of the above-described methods, the bill is deemed to be issued on whichever date of deemed issuance occurs last.

PEMI may require Customers that are receiving services other than electricity submetering services to enter into a Pre-Authorized Payment plan.

2.3 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 (which shall be at least the minimum amount of time required by Applicable Laws); 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 PEMI's collection process and may ultimately lead to one or more of the following: referral of an account to a third party collection agency, the Customer's premises having a lien placed on it and/or disconnection of services. PEMI shall also have the right to report payment history about a customer's account to credit reporting agencies to manage collections and business risks. PEMI reserves the right to transfer any unpaid amounts owed by a Customer to PEMI from a previous property where the Customer was receiving service from PEMI. PEMI offers Arrears Payment Arrangements in accordance with Applicable Laws.

A 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. PEMI's Dispute Resolution Procedure is set out in these Conditions of Service.

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

2.4 BILLING ERRORS

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

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

Where PEMI has under billed a Customer who is responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions, PEMI 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. PEMI may charge interest on under billed amounts where the Customer was responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions.

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

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

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

The provisions of this section do not apply where PEMI has over billed or under billed a Customer but issues a corrected bill.

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

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, used and disclosed by PEMI in accordance with applicable privacy laws, PEMI's privacy available at www.pemi.com, the conditions of PEMI's licence (to the extent applicable to a service for which the licence applies) and as stated in PEMI's agreements with Customers. Customers, Principal Consumers and authorized agents of Customers have the right to access current and historical usage information and data. Customers have such other rights as stated in these Conditions of Service and as may be stated in applicable contracts.

PEMI may charge a fee for requests for aggregated information.

3.2 PEMI'S RIGHTS

In addition to any other rights PEMI has under its contracts with Customers and Principal Consumers, PEMI's rights include, but are not limited to:

3.2.1 Access to Customer Property

PEMI shall have reasonable unimpeded access at all reasonable times to the premises of Customer as may be reasonably necessary for PEMI (including its employees, agents and sub-contractors) to provide submetering and/or billing services in respect of the premises.

3.2.2 Safety of Equipment

The Customer will comply with all aspects of the Applicable Laws with respect to ensuring that any 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.

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.

3.2.3 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.

3.2.4 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.

3.2.5 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. Where disconnection poses a risk of significant adverse effects on the physical health of the Customer or their spouse, dependent family member or other person that regularly resides with the Customer, the Customer shall provide PEMI with documentation from a physician confirming such risk.

3.3.2 Power Quality

If an undesirable system disturbance is being caused by 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 take such action within a reasonable time, PEMI may disconnect the supply of electricity to the Customer. PEMI may seek reimbursement for the time spent in investigating the problem. It is the responsibility of the Customer to provide protection from voltage variations and transient operations.

3.3.3 General Metering

No person, except those authorized by PEMI may remove, connect, alter, or otherwise interfere with meters, wires or ancillary equipment. The Customer or Principal Consumer will be responsible for the care and safekeeping of PEMI metering and related and equipment in, on or about the Customer's or Principal Consumer'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 or Principal Consumer 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 Laws.

3.3.3.3 Meter Reading and 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.

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

Where a Customer intends to move out from their premises, the Customer shall provide sufficient notice of the date the service is to be discontinued so that PEMI can obtain a final meter reading as close as possible to the final reading date. The Customer or Principal Consumer shall provide access to PEMI (including its employees, agents and sub-contractors) for this purpose. If a final meter reading is not obtained, the Customer shall pay a sum based on an estimate of consumption since the last meter reading.

3.3.3.4 Faulty Registration of Meters – Electricity and Gas

Metering electricity and gas usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. PEMI revenue

meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity or gas usage registration, PEMI will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by PEMI, with due regard being given to any change in the characteristics of the installation and/or the demand. In circumstances involving Measurement Canada, if Measurement Canada determines that the Customer was overcharged, PEMI will reimburse the Customer for the amount incorrectly billed as directed by Measurement Canada.

3.3.3.5 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.

If the Customer initiates the dispute, PEMI will charge the Customer a meter dispute fee. If the meter is found to be in-accurate, 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 in accordance with Applicable Laws. 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 Principal Consumer. PEMI may also bill all or a portion of other non-metered charges in accordance with its agreements with Principal Consumers and subject to Applicable Laws.

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.

3.7 LIMITATION OF DAMAGES

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of the utilities, PEMI 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 indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise. Notwithstanding anything else in these Conditions of

Service to the contrary, the maximum liability of PEMI shall not exceed the aggregate amount of PEMI's service charges paid to PEMI during the twelve (12) month period prior to the date of any claim for damages.

3.8 CUSTOMER ACCOUNTS

3.8.1 Form of Customer Contract

All PEMI Customers shall enter into a customer services agreement in a form acceptable to PEMI.

3.8.2 Implied Contract

Despite the absence of a written agreement, a Customer's use of utilities shall constitute acceptance of PEMI's Conditions of Service, as amended from time to time and the applicable charges set forth in this Conditions of Service and in PEMI's agreement with the applicable Principal Consumer. Such acceptance and use of utilities shall be deemed, subject to Applicable Laws, to be the acceptance of a binding contract with PEMI, in the form of PEMI's applicable standard form customer services agreement.

3.8.3 Opening and Closing

A Customer who wishes to open or close an account with PEMI shall contact PEMI's Customer Service by phone, by written request (including requests submitted by email), through PEMI's website or other means acceptable to PEMI. When a Customer requests to close an account, a final bill will be issued for the account. With respect to electricity, if a new Customer has not assumed responsibility for the services at the premises, PEMI may disconnect the supply of electricity to the premises in accordance with these Conditions of Service and Applicable Laws.

3.8.4 Landlord and Tenant Arrangements

If the owner of the premises rents out the premises, the owner is required to open an account with PEMI and accept responsibility for the charges in respect of the utilities consumed at or allocated to the premises until: (i) a new tenant opens an account and agrees to accept responsibility for such charges; or (ii) the owner advises PEMI that they are no longer responsible for the account. In the event of non-payment by a tenant, PEMI reserves the right to seek payment of any arrears from the applicable unit owner or landlord.

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

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

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

SECTION 4 - SECURITY DEPOSITS

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

The amount of the security deposit paid or required to be paid is referred to in these Conditions of Service as the "Security Deposit". Where PEMI provides its services to a Customer's premises in respect of electricity and other utilities, then the Security Deposit (paid or payable) shall be deemed to be divided into 2 separate and distinct components, as follows: 40% of the Security Deposit (paid or payable) with respect to such Customer shall be considered as a deposit with respect to the electricity service component (referred to in these Conditions of Service as the "**Electricity Deposit**") and 60% of the Security Deposit (paid or payable) with respect to such Customer shall be considered as a deposit with respect to the other utility/utilities service component (referred to in these Conditions of Service as the "**Other Utility Deposit**")

Where electricity is the only service sub-metered, the entirety of the security deposit shall be considered an Electricity Deposit. Where electricity is not sub-metered, the entirety of the security deposit shall be considered an Other Utility Deposit.

4.1 SECURITY DEPOSIT REQUIREMENTS (Electricity)

Security deposits must be paid to PEMI using one of the following methods: (i) cash; (ii) cheque; (iii) an automatically renewing irrevocable letter of credit from a bank as defined in the *Bank Act*, S.C. 1991, c. 46; or (iv) such other methods of payment offered by PEMI from time to time.

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

Electricity Deposits are periodically reviewed to determine whether an adjustment is necessary. If a Customer fails to pay an Electricity Deposit (or Other Utility Deposit), a Customer may be subject to Provident's standard collections procedures.

4.1.1 ELECTRICITY DEPOSIT PAYMENT BY INSTALLMENTS

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

Residential Customers may pay their Security Deposits in 6 equal monthly installments, including where an existing Security Deposit has been applied against amounts owing as provided hereunder (as permitted by the Ontario Sub-metering Code, if applicable), and PEMI requires the Customer to repay the amount of the applied Security Deposit, or where PEMI has determined that the amount of the Security Deposit is deficient. Other than residential electricity Customers in Ontario, PEMI may require that any such repayments or additional Security Deposit be paid at the same time as the Customer's next bill.

4.1.2 WAIVER OF ELECTRICITY DEPOSITS

Electricity Deposits will be waived in full if the following conditions are met:

Good Payment History:

In the case of a residential Customer, if the Customer has demonstrated a good payment history of 1 year, and in the case of a non-residential Customer, if the Customer has demonstrated a good payment history of 3 years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months.

A Customer is deemed to have a good payment history unless, during the relevant time period: (i) the Customer has received more than 1 disconnection notice from PEMI; (ii) more than 1 cheque or more than 1 pre-authorized payment provided to PEMI has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) PEMI has applied a security deposit against an amount owing by the Customer at the time and PEMI requested the Customer to repay the amount of the security so applied.

A Customer is also deemed to have a good payment history if the Customer provides a letter from a licensed electricity distributor or gas distributor in Canada confirming a good payment history with that distributor during the relevant time period; or

Eligible Low-Income Customers:

In the case of a residential Customer in Ontario, if the Customer is an eligible low-income Customer and the Customer requests a waiver of the applicable Electricity Deposit and meets the applicable waiver conditions under the Ontario Unit Sub-metering Code.

Pre-Authorized Payment Plan:

A new residential Customer who has not been served by PEMI in the previous 24 months, can enroll in a pre-authorized payment plan and no Electricity Deposit shall be required. PEMI may require a Electricity Deposit from the pre-authorized Customer if: within 12 months of enrollment in a pre-authorized payment plan, (a) the Customer terminates the plan (b) the Customer receives more than one disconnection notice from the unit sub-meter provider; (c) more than one payment by the Customer has been returned for insufficient funds; or (d) a disconnect / collect trip has occurred. This does not apply if any of the events listed in paragraphs (b) to (d) occurred due to an error by PEMI.

4.1.3 ELECTRICITY DEPOSIT REFUND OR APPLICATION

Good Payment History: A Customer is entitled to a refund of the applicable Electricity Deposit if the Customer has demonstrated a good payment history with PEMI for a minimum period of one (1) year for residential Customers or three (3) years for non-residential Customers. Upon a Customer's request and provided that such request is made no earlier than twelve (12) months after the payment of a Electricity Deposit or after the previous similar request, PEMI will review the Customer's account to determine whether the Electricity Deposit will be refunded to the Customer or adjusted to reflect the maximum amount of Electricity Deposit required by PEMI in accordance with these Conditions of Service.

Interest on Electricity Deposit: Interest shall accrue monthly on Electricity Deposits, commencing upon receipt of the total deposit required. The annual interest rate on such Electricity Deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada from time to time, less 2 percent per annum. The interest accrued shall be added to the applicable Electricity Deposit (or applied to the Customer's account) at least every 12 months, upon a refund or application of the Electricity Deposit, or upon closure of the Customer's account, whichever comes first.

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.

Refund Upon Account Closing: Upon final billing of an account, Security Deposits, plus applicable interest, 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. Customer is responsible for providing a forwarding address or other information required for PEMI to process the refund.

4.2 SECURITY DEPOSITS (OTHER UTILITIES)

4.2.1 SECURITY DEPOSIT REQUIREMENTS (OTHER UTILITIES)

Other Utility Deposits must be paid to PEMI using one of the following methods: (i) cash; (ii) cheque; (iii) an automatically renewing irrevocable letter of credit from a bank as defined in the *Bank Act*, S.C. 1991, c. 46; or (iv) such other methods of payment offered by PEMI from time to time.

Requirements to submit Other Utility Deposits will not be waived by PEMI. The aggregate amount of Other Utility Deposits shall not exceed \$180, subject to any agreements PEMI may have with a Principal Consumer or Customer.

4.2.2 REFUND OR APPLICATION OF SECURITY DEPOSITS (OTHER UTILITIES)

Other Utility Deposits shall not constitute payment of an outstanding account, in whole or in part, but will be applied to amounts owing on a 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, Other Utility 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. Other Utility 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. Customer is responsible for providing a forwarding address or other information required for PEMI to process the refund,

SECTION 5 – FURTHER REMEDIES

5.1 DISCONNECTION RIGHTS

Where permitted in the agreement between PEMI and the applicable Principal 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;
- Failure of a Customer to open an account and assume responsibility for electricity services delivered when that Customer moves into an existing connected premises and consumes electricity;
- Failure of the Customer to open an account with PEMI after moving into a vacant premises;
- Failure of the Customer to comply with any requirements in the Conditions of Service or a term of any agreement made between a customer and PEMI, including, but not limited to a customer services agreement;

- A Customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- 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

5.1.1 Electricity Disconnection Due To Non-Payment

PEMI may issue a written 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. Disconnections of utilities will be performed in accordance with Applicable Laws.

A disconnection notice will be deemed to have been received as follows: (a) if sent by mail, on the fifth calendar day after mailing, (b) if delivered by personal service, on the date of the delivery, or (c) if delivered by being posted on the Customer's property, on the date of such posting.

Where PEMI disconnects a Customer for non-payment, PEMI will, provide a Fire Safety Notice and any other applicable public safety notices or information bulletins issued by public safety authorities and provided to PEMI, at the premises of the disconnected Customer.

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

PEMI will not disconnect a Customer for non-payment until: (a) 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, 60 days after the date on which the disconnection notice is received by the Customer; or (b) in all other cases, 14 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60 or 14 day minimum notice period, as applicable.

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

A disconnected utility service, including during the Winter Period, will not be reconnected (a) until the Customer rectifies the condition leading to the disconnection, including all costs incurred by PEMI arising from any unauthorized utility use, including inspections, repair costs and reconnection charges, (b) until the Customer

provides full payment to PEMI; and/or (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 may be held responsible for additional costs, in addition to any applicable reconnection charges, incurred by PEMI to arrange for more than one reconnection appointment.

Electricity reconnections for Ontario Customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless PEMI erred in disconnecting the Customer, it is the responsibility of the Customer to pay for such inspection.

5.3 LIEN RIGHTS

Where permitted in the agreement between PEMI and the applicable Principal 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.

5.4 Winter Period Disconnection and Reconnection For Non-Payment

PEMI will not disconnect a Customer's utilities solely for non-payment during the Winter Period. PEMI reserves the right to perform disconnections during the Winter Period, in its sole and absolute discretion, for any other reason permitted by Applicable Laws and these Conditions of Service, including but not limited to diversion, abuse or any other fraudulent activity.

PEMI continues to apply and does not waive its reconnection requirements (set out in section 5.2 of these Conditions of Service) during the Winter Period for Customers who have been disconnected for non-payment.

5.5 Timing of Reconnection Charge

PEMI is entitled to charge Customers a reconnection charge for the reconnection of a disconnected utility in accordance with Appendix 1 of these Conditions of Service. The reconnection charge is applied to a Customer's account immediately after a disconnection is performed and applies in respect of reconnecting a customer following any disconnection performed in accordance with Applicable Laws and these Conditions of Service (including for non-payment). PEMI will waive this charge if it was applied in error, if required by Applicable Laws, or otherwise in its sole discretion.

Sections 5.4 and 5.5 of these Conditions of Service apply in respect of both residential and non-residential Customers.

SECTION 6 - DISPUTE RESOLUTION PROCEDURE

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with Customers, PEMI provides the following informal dispute resolution process (limited to electricity billing):

Step 1 To register a complaint, a Customer must e-mail PEMI Customer Service Department at customerservice@pemi.com or write a letter to:

Provident Energy Management Inc.

20 Floral Parkway
Concord, ON L4K 4R1
Attention: Customer Service

Step 2 If the matter is not satisfactorily resolved in Step 1, the Customer may refer the matter to the Director of Customer Operations of PEMI, who will address the matter in consultation with appropriate PEMI employees.

Step 3 For electricity Customers in Ontario, if the matter is not satisfactorily resolved in Step 2 within the applicable time period specified by Applicable Laws the Customer may refer the matter to Consumer Relations at the OEB.

As may be required by Applicable Laws, PEMI shall keep a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution.

SECTION 7 - GLOSSARY OF TERMS

“Applicable Laws” with respect to a person, property, transaction or event, means all applicable federal, provincial and municipal laws (including the common law and principles of equity), statutes, regulations, treaties, by-laws, ordinances, judgments, decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, standards, codes of practice, orders (including judicial or administrative orders) and policies having the force of law of any Governmental Authority having authority over, or application to, that Person, property, transaction or event, as the same may be amended;

“Board” or **“OEB”** is the Ontario Energy Board;

“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;

“Disconnection” means the deactivation of connection assets that result in cessation of distribution services to a Customer;

“Eligible Low-Income Customer” has the meaning set forth in the Ontario Sub-metering Code;

“Emergency” is any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity that could adversely affect the reliability of the electricity system;

“Principal 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;

“Ontario Sub-metering Code” means the Unit-Submetering Code as enacted by the Ontario Energy Board, as amended from time to time.

“Winter Period” means the period beginning 12:00 a.m. on November 15th in one year and ending 11:59 p.m. on April 30th in the following year;

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: subject to Initial Occupant fees as disclosed in the Sub-Metering Services Agreement Commercial or Retail: subject to Initial Occupant Deposits disclosed in the Sub-Metering Services Agreement	\$50.00, for the first billed commodity. \$25.00 for each additional billed commodity
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
Reconnection Fee (Business Hours)	This fee is to reconnect a service based on a customer's request, during business hours. Arrears must be paid in full.	\$225.00
Reconnection Fee (After Hours)	This fee is to reconnect a service based on a customer's request, after business hours.. Arrears must be paid in full.	\$410.00
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.	\$25.00
Archived Account Summary (older than 13 months)	The cost to print an account summary that older than 13 months.	\$25.00
Regulatory Assessment Fee	This is a recurring charge that recovers the costs of the annual assessment from the OEB for regulatory oversight. This fee is pro-rated over a 30-day period.	\$0.35
Regulatory Administration Fee	This is a recurring fee intended to cover the costs associated with the implementation and management of regulatory and compliance program requirements. The fee is prorated on a 30-day basis.	\$0.60
Collection Recovery (Electricity)	This is a recurring fee intended to recover collection costs related to electricity charges. The fee is prorated over a 30-day period.	\$0.50
Collection Recovery (Other Utilities)	This this is a recurring fee intended to recover collection costs related to non-electricity charges. The fee is prorated over a 30-day period.	\$0.40
Meter Communication Fee (Electricity)	This fee recuperates a portion of the overall costs for maintaining electronic communications with electricity meters. This fee is prorated over a 30-day period.	\$0.35
Meter Communication Fee (Water)	This fee recuperates a portion of the overall costs for maintaining electronic communications with water meters. This fee is prorated over a 30-day period.	\$0.18
Meter Communication Fee (Gas)	This fee recuperates a portion of the overall costs for maintaining electronic communications with gas meters and obtaining manual reads as required. This fee is prorated over a 30-day period.	\$2.00

Paper Bill Service Fee	This is a fee charged per bill for residents who opt to receive paper statements.	\$2.00
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)

* Fees are subject to change in accordance with Applicable Laws and subject to applicable HST.

** These fees are the costs of PEMI's third party fees and disbursements. In the event PEMI's provider changes its fees, PEMI will pass through its revised costs.