



CONDITIONS OF SERVICE

Effective Date: May 1, 2008

Revised: Sept 21, 2016

To contact CARMA Billing Services Inc.
call (888) 298-3336
e-mail info@carmabillingservices.com

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PREFACE

The Smart Submetering Code (SSC) requires that every Submetering Licensee produce its own Conditions of Service document. The purpose of this document is to provide a means for communicating the types and level of service available to the Customers. The SSC requires that the Conditions of Service be readily available for review by the general public. The most recent version of the document must be provided to the Ontario Energy Board (OEB) who will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and Distributor.

CARMA is licensed by the Ontario Energy Board (OEB) License No. ES-2013-0299 to engage in the commercial offering or the commercial provision of submetering systems, equipment and technology and any associated equipment, systems and technologies and any associated services for the prescribed class of property to Customers as described in the Submetering License issued to CARMA by the OEB.

SECTION 1 - INTRODUCTION

1.1 Identification

CARMA Industries Inc., CARMA Billing Services Inc. and CARMA Meter Services Inc. referred to herein as “CARMA” are incorporated under the laws of the Province of Ontario.

CARMA is licensed by the Ontario Energy Board (OEB) to supply submetering systems, equipment and technology and any associated equipment, systems and technologies and any associated services throughout the Province of Ontario.

CARMA provides similar services to other provinces within Canada and operates within the provincial regulations of those provinces.

1.2 Related Codes and Governing Laws

CARMA shall comply with all applicable provisions of the Ontario Energy Board Act (1998), the Electricity Act, the Regulations and all applicable Market Rules.

1.3 Interpretation

Within this Conditions of Service document, unless the context otherwise requires:

- a) Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions of Service;
- b) Words referring to the singular include the plural and vice versa;
- c) Words referring to a gender include any gender;
- d) Where there is 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: and
- e) 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.

1.4 Amendments and Changes

The provisions of this Conditions of Service document and any amendments made from time to time form part of any Contract made between CARMA and any connected Customer. This Conditions of Service document supersedes any previous conditions of service, oral or written of CARMA or any of its predecessors as of its effective date.

The Customer is responsible for contacting CARMA to ensure that the Customer has the latest version, or to obtain the current version of this Conditions of Service document. CARMA may charge a reasonable fee for any additional copies required by the Customer.

The current version of the document is also posted on the CARMA website and can be downloaded from <http://www.carmabillingservices.com>.

1.5 Contact Information

CARMA Billing Services Inc.
132 Walsh Road
Lindsay, Ontario
K9V 4R3
Phone Number: 705-878-0711
Toll Free Number: 888-298-3336
Fax Number: 705-878-1037

Normal Business Hours

Monday to Friday, 8:00am to 5:00pm (Eastern Standard Time)

E-mail

info@carmabillingservices.com

1.6 Customers Rights

The customer has the right to receive accurate billing information in accordance with these conditions and subject to the latest editions of the various codes and laws as outlined in Section 1.2.

1.7 Distributors Rights

1.7.1 Supply Equipment on Customer's Property

The location of CARMA's metering equipment on the customer's property is to be located in a manner that does not create a safety hazard to CARMA's personnel, the Customer's employees or the general public.

All CARMA equipment located on the Customer's property is in the care of then Customer and if damaged, other than by normal usage, the Customer will be charged for any repair or replacement cost.

The customer shall not build, plant, or maintain anything that would or could obstruct access to and/or maintenance of CARMA equipment.

Only employees or agents of CARMA shall remove, replace, alter, repair, or inspect CARMA equipment.

1.7.1 Right to Disconnect

CARMA reserves the right to disconnect a Customer's service as described in Section 2.2.

1.8 Disputes

In the event that a dispute occurs, CARMA will follow the procedures below:

A record of all complaints whether resolved or not including the name of the Customer, the date resolved or referred and the result of the dispute resolution will be kept on file.

Verbal Complaint:

- A Customer who calls with a complaint will be asked to provide name, address, telephone number and the nature of the complaint. The call will be logged on the Customer account.
- If the issue cannot be resolved by the Customer Service Representative, the complaint will be sent to the Manager of Billing Services
- The Manager will decide how to proceed with an investigation and will contact the Customer if required.
- The Manager will document the findings of the investigation and notify the Customer of the results

Written Complaint:

Customers must submit a complaint or dispute in writing to CARMA. Upon receipt of the filed complaint, CARMA will investigate and respond to the complaint within ten (10) business days. In the event that the filed complaint is unresolved, the Customer can forward the complaint to the Ontario Energy Board for review and resolution. CARMA will maintain records of any complaint filed which will outline the nature of the complaint or dispute and details of the resolution of the complaint.

SECTION 2 – GENERAL ACTIVITIES

2.1 Contracts

Residential and General Services

A signed contract is required for each residential and general service Customer prior to the energization of the utility service to the Customer's building or premise.

Implied Contracts

In all cases CARMA has an implied contract with any Customer that is a Resident or Unit Owner where CARMA has installed a Submetering System and receives billing and collection services from CARMA. A Customer who uses electricity, water, natural gas and/or BTU delivered, supplied or submetered by CARMA shall be liable for payment of electricity, water and/or natural gas consumption even in the absence of a signed contract. Any implied contract for the supply or submeter of electricity, water, natural gas and/or BTU by CARMA shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who receives the electricity, water, natural gas and/or BTU supplied or submetered by CARMA.

When a Customer contacts CARMA to close their account, a final bill will be issued to the Customer. At that time, a new account will be set up in the new owner's, new tenant's or landlord name.

New account set up charges will be billed and even though the property may be vacant, monthly service charges and electricity, water and/or natural gas used will be billed.

Suite Owners who chose to rent or lease their unit remain responsible for payment of the sub-metered utilities.

2.2 Disconnection

CARMA reserves the right to disconnect the supply of electricity, water, natural gas and/or BTU to a Customer under, but not limited to, the following circumstances:

- a) Inability of CARMA to perform planned inspections and maintenance.
- b) Failure of the Consumer or Customer to comply with a directive of CARMA that CARMA makes for the purposes of meeting its License obligations.
- c) Outstanding payments owed to CARMA.
- d) CARMA may disconnect the supply of electricity, water, natural gas and/or BTU to a Customer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.
- e) Any other conditions identified in CARMA's Conditions of Service document.

Reconnection or restoration of electricity, water, natural gas and/or BTU service will occur only after the reason for disconnection or limitation is remedied. CARMA will not be liable for any damage related to the disconnection or limitation.

If the service has been disconnected for a period of six (6) months or longer, the Electrical Safety Authority must inspect the premise before CARMA can reconnect the service. It is the Customers responsibility to arrange and pay for the inspection.

Collection charges will apply if CARMA makes a trip to collect payment for an overdue account, to serve notice of disconnect, disconnect service, or reconnect your service. Charges will be applied to the Customer's account and are due on the next bill.

2.2.1 Non-Payment of Accounts

Any outstanding payments owed to CARMA may be subject to a collection process and possible disconnection of service if amounts owing are not paid within twenty-seven (25) days following the due date. CARMA bills are due sixteen (16) days following the billing date. CARMA may initiate collection actions on the next business day following the due date if an outstanding balance remains.

CARMA may contact the Customer by telephone, email, directly on their premises, or issue a reminder notice to confirm that there is an amount outstanding. If these actions do not initiate a payment from the Customer, a disconnection notice will be issued.

CARMA will issue a reminder/disconnection notice by mail to the Customer 12 days after the due date. CARMA will make reasonable efforts to contact the Customer directly. If a satisfactory payment arrangement has not been made within thirteen (10) days following the issuing of the reminder/disconnection notice, CARMA will make a reasonable effort to contact the customer by phone and e-mail forty-eight (48) hours prior to the disconnection of the service. A charge will be applied to the account for this final notice.

Disconnection notices sent to a Customers will contain prescribed information, such as the earliest and the latest date disconnection may occur, the forms of payment a Customer may use, that a Board prescribed arrears management program may be available, the sources of obtaining additional assistance for eligible low-income Customers, and that disconnection may take place whether or not the Customer is home at the time.

Residents who have provided documentation from a physician that disconnection will pose a significant health risk, will receive sixty (60) days notice before being disconnected for non-payment.

The service will only be reconnected following satisfactory payment of the balance due, reconnection charge and additional security deposit if deemed necessary. The Customer or their representative must be present at the time the service is reconnected.

A reconnection service charge shall be applied for services disconnected for non-payment.

CARMA will not be liable for any damage to the Customer's (or surrounding) premises resulting from discontinuation of service.

2.2.2 Disconnection Procedures

CARMA will make a reasonable effort to contact the Customer one final time, by telephone prior to disconnecting service at least forty-eight (48) hours before the scheduled disconnection date. There is certain prescribed information that CARMA will provide, such as advising of the potential availability of an arrears program.

If CARMA has been unable to contact a Customer forty-eight (48) hours before a planned disconnection, it will generally make a reasonable attempt to communicate with the Customer at the door (subject to consideration of the safety and security of CARMA field staff).

2.2.3 Suspending Disconnection Action

If, within ten (10) days of the Customer receiving the notice, during the disconnection notice period, a registered charity, government agency or social service agency advised CARMA they are assessing whether a Customer is eligible for bill payment assistance, CARMA will suspend disconnection action for a period of twenty-one (21) days after receiving notification from the agency.

If, during the disconnection notice period, a third party who had previously been designated by the Customer to revive any disconnection notices, advises CARMA they are attempting to arrange assistance to help the Customer pay their bill, CARMA will suspend disconnection action for a period of twenty-one (21) days.

CARMA must act on the disconnection notice within eleven (11) days of its issuance or the lifting of a suspension. If disconnection does not occur within eleven (11) days from the date of the notice or the lifting of the suspension, CARMA will issue a new disconnection notice and start the process once again.

2.2.4 Non-Payment Collection Policies

If at any time a bill for service under this contract is in arrears or if the Customer fails to perform any other obligation hereunder CARMA may, in addition to all other remedies, discontinue the service and/or terminate the contract.

CARMA will exercise all rights and remedies to collect arrears, including sending uncollected amounts to a collection agency at its sole and absolute discretion. CARMA shall not be liable for any effect to a Customer credit rating/score when arrears are sent to a collection agency.

2.2.5 Arrears Payment Agreements

CARMA will make arrears management programs available to any Customer unable to pay their electricity charges.

A Customer who is unable to pay his electricity charges declines an arrears agreement, CARMA may proceed with disconnection and is not required to offer an arrears agreement after disconnection. Any security deposit will be applied to the amounts owing before entering into an arrears payment agreement.

Residential Customers may be required to make a down payment of up to fifteen (15) percent of the arrears , inclusive of, any accumulated late payment charges when entering into an arrears management agreement.

If an eligible low-income Customer enters into an arrears payment agreement for the first time, or a subsequent time, and have successfully completed a previous arrears payment agreement as an eligible low-income Customer, CARMA may require a down payment of

up to ten (10) percent of the electricity charge arrears accumulated, including applicable late payment charges.

If a residential Customer owes less than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is five (5) months.

If a residential Customer owes more than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is ten (10) months.

The time periods to repay arrears under a low-income arrears agreement are:

- Eight (8) months if the amount the Customer owes is less than or equal to two (2) times his or her average monthly bill;
- Twelve (12) months if the amount the Customer owes is more than two (2) and less than or equal to five (5) times his or her average monthly bill; or
- Sixteen (16) months if the amount the Customer owes is more than five (5) times his or her average monthly bill.

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 or an under-billing adjustment, CARMA may cancel the arrears payment agreement.

Customers will be given ten (10) days written notice before the agreement is cancelled, and the agreement will be reinstated if the Customer pays in full before the cancellation date.

If a residential Customer successfully completes an arrears payment agreement, he or she can request a new agreement after two (2) years of the completion date anniversary of the first agreement.

If an eligible low-income Customer successfully completes an arrears payment agreement, he or she can request a new agreement anytime needed thereafter.

However, if a new arrears agreement is requested within twelve (12) months of the end of the first successfully completed low-income arrears agreement, CARMA, may offer the new arrears agreement on the terms applicable to the standard Customer arrears agreement. If a Customer failed to perform his obligations under arrears payment agreement and the agreement was terminated, CARMA may require a Customer to wait one (1) year before entering another agreement.

2.3 Interruption Notification

CARMA may not be able to provide Customers with notice of a power interruption if the cause of the outage is related to an unplanned outage or if there is an emergency situation that may involve injury to persons, damage to property or any unsafe condition. CARMA will attempt to provide Customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. CARMA will attempt to notify Customers within two (2) business days of interruption of power, wherever possible. Carma is not responsible, and will not be held liable, for any damages due to a power interruption, planned or otherwise.

Customers who require an uninterrupted source of power for life support equipment must provide their own alternate power source for these purposes. Customers with life support systems are encouraged to inform CARMA of their medical needs and their available backup power. The Customer is responsible for ensuring that the information they provide to CARMA is accurate and up to date. The Customer is also responsible to supply and maintain their equipment for electrical operation of a life support system.

2.4 Metering

2.4.1 General

Residential and commercial multi-unit buildings shall provide for individual metering of all units at one or more central locations.

The location of a Customer's submeter, for any residential and/or commercial Customer, shall be in compliance with CARMA's specifications.

2.4.2 Meter Reading

CARMA shall have access to the Customer's property and electronic access to the metering equipment for meter reading purposes. If a reading cannot be obtained, the Customer's bill will be estimated according to historical consumption values for a limited time frame.

2.4.3 Final Meter Reading

The Customer shall notify CARMA in the event that a service is no longer required. The Customer shall provide reasonable notice (minimum of five (5) business days) of the termination date to allow CARMA to arrange for a final meter reading.

2.4.4 Meter Dispute Testing

CARMA and the Customer can resolve the majority of billing inquiries that occur without the assistance of Measurement Canada. CARMA will begin the investigation by assessing the Customer's account and investigating any potential meter reading errors or associated billing errors. The results of the investigation and additional meter management documentation shall be forwarded to the Customer.

If the Customer is not satisfied with the results of the investigation, CARMA will arrange for a site visit to determine if the Customer's meter and billing are accurate for a fee. If the Customer remains unsatisfied with the results of the site investigation, additional investigations will be offered to the Customer for a fee.

At this point, CARMA will inform the Customer that assistance from Measurement Canada will be necessary to resolve any disputes. Measurement Canada has jurisdiction in dispute investigations involving the condition or registration of a meter or metering installation.

If the Customer requests assistance from Measurement Canada, Measurement Canada will verify the accuracy of the meter, metering installation and billing. The Customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada.

2.4.5 Meter Change Outs

Meters are changed out or re-verified according to Measurement Canada standards and policies. CARMA shall have access to the Customer's Building. The Building's Management shall permit, provide and maintain access to metering equipment for CARMA's use.

2.5 Tariffs and Charges

2.5.1 Service Connections

CARMA has outlined service connection fees for new connections in Appendix B.

2.5.2 Deposits

Refer to CARMA's Deposit Policies in Appendix B.

2.5.3 Billing

2.5.3.1 Billing Frequency

CARMA Billing Services may, as per the services contract, render bills to its customers on either a monthly, bi-monthly, quarterly or annual basis or such other periodic basis as may be determined from time to time.

2.5.3.2 Prorating Bills And Service Charges

The service charge will be prorated only for the Customer's first and final bills. The charges are based on a straight ratio calculation of the number of days of occupancy by the Customer and a standard thirty (30) day month.

2.5.3.3 Billing Errors

Where a Customer has been over billed, the maximum period of over billing for which the consumer is entitled to be repaid is two (2) years.

Where a Customer has been under billed, the maximum period of under billing for which CARMA is entitled to be paid is two (2) years.

If a Customer has been over-billed by an amount equal to or greater than the Customer's average bill, the Customer has the option of receiving a cheque or a credit on their next bill.

If a Customer has been over-billed and the amount is less than the Customer's average bill, the Customer will receive a credit on their next bill. If the Customer has outstanding arrears, CARMA may apply the over-billed amount to the arrears first, and may credit or repay the balance to the Customer.

If CARMA issues a bill to an eligible low-income Customer for an under-billed amount, the Customer will be notified about the options of paying the amount. In this case the under-billed amount can be paid over a period up to two (2) years. At any time the Customer may request to reduce the payment period.

If a Customer is under-billed and is not responsible for the error, the Customer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two years. (e.g. if a Customer has been under-billed for 6 months they will have six (6) months to pay the under-billed amount).

When a Customer is responsible for the under-billed amount, CARMA may require payment of the full amount on the next bill or on a separate bill.

These rules do not apply when CARMA has under-billed or over-billed a Customer but issues a corrected bill within sixteen (16) days of the date the incorrect bill was issued.

CARMA will charge interest on under-billed amounts where the Customer was responsible for the error, whether by way of tampering, willful damage, unauthorized utility use, or other unlawful actions.

2.5.3.2 Estimating Bills

CARMA will make reasonable attempts to obtain a meter reading for all regular electricity, water, natural gas and/or BTU bills for the Customer. The electricity, water, natural gas and/or BTU bills will only be estimated when CARMA has not been able to obtain a successful meter reading. The electricity, water, natural gas and/or BTU bill will be estimated based on the consumption history of the Customer.

2.5.3.3 Account Setup Charge

CARMA will apply a charge to the first bill of any Customer who establishes a new account. This charge applies to new Customers as well as those who have relocated. Refer to Appendix B.

2.5.3.4 Opening and Closing Accounts

If CARMA opens a new account based on a request from a third party, a letter will be sent to the new user within 15 days of the opening of the account. The account will not be set up if the new user has not approved the opening of the account within fifteen (15) days of the letter. However, a solicitor or person with Power of Attorney can agree on behalf of the new Customer to the opening of the account.

CARMA can recover charges from a person who has agreed in writing to become a Customer. When a tenant Customer moves out of a rental unit, CARMA may or may not seek to recover past and future charges from any other person, including the unit owner and/or landlord.

CARMA 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 tenants account, in a rental building.

In condominium buildings, the unit owner will automatically assume responsibility for paying for service after the closure of a tenants account. Condominium unit owners are responsible for uncollectable outstanding balances of their tenants.

2.5.4 Payments

Customers may pay their electricity, water, natural gas and/or BTU bills using any of the following methods:

- a) Cheque, or money order mailed with the remittance portion of the bill to our office located at 132 Walsh Road, Lindsay ON K9V 4R3;
- b) At any major Canadian financial institution;
- c) ATM;
- d) Internet and/or telephone banking services offered by your bank;
- e) Credit Card, (a service charge of 1.75% of the total payment will apply for payments using this method);
- f) Pre-Authorized Payment Plan; or

g) Telpay.

The minimum payment period (before a late payment penalty can be applied) will be at least sixteen (16) days from the date the bill was issued to the Customer.

The date on which the bill was issued is determined to be three (3) days after it was printed if sent by mail or on the date on which an email was sent over the internet.

A bill payment is deemed to be received from the Customer;

- three (3) days before it is received by CARMA, if sent by mail;
- on the date when the payment is acknowledged by a bank; or
- when the credit card payment is acknowledged by the financial institution.

Any payment made after 5:00 p.m. is still effective on the day the payment is made. If a due date is a non-business day, it is extended to the next business day.

2.5.4.1 Pre-Authorized Payment

CARMA offers a Pre-Authorized Payment Plan where the actual billing amount will be automatically deducted from the Customer's bank account on the due date indicated on the electricity, water and/or natural gas bill. The Customer will continue to receive regular statements showing meter readings, utility consumption, payments and charges to date.

To apply for the Pre-Authorized Payment plan, Customers must complete an Authorization Form, available on CARMA's website <http://www.carmabillingservices.com> and submit it with a voided cheque.

The Customer can cancel the Pre-Authorized Plan by written submission to CARMA's office thirty (30) business days prior to payment date.

2.5.4.2 Late Payment Charges

Customers are allowed nineteen (19) days from the billing date on the statement to make payment. A late payment charge of 1.5% per month will be applied on all overdue accounts. If the Customer makes a partial payment on or before the due date, the late payment charge will apply only to the outstanding amount on the electricity, water, natural gas and/or BTU bill at the due date.

Late payment charges as well as charges related to disconnection or non-payment, will not be imposed on eligible low-income Customers after they entered into an arrears payment agreement. Eligible low income Customers can request this once per year.

Non-payment of your electricity, water, natural gas and/or BTU bill may lead to disconnection. CARMA prefers to work with Customers to keep their accounts in good

standing. If you're experiencing financial difficulties, please contact customer service to discuss payment options.

CARMA shall not be liable for any damage on the Customer's premises resulting from disconnection of service. A reconnection charge will apply where the service has been disconnected due to non-payment.

2.5.4.3 Reconnection Charge

Refer to Appendix B for information regarding reconnection charges.

2.5.4.4 Returned Payment

CARMA will charge a fee for each payment that cannot be successfully processed. (Non-sufficient funds (NSF)) Refer to Appendix B.

2.5.4.5 Credit Refunds

CARMA will issue a refund where required for final accounts and only when the Customer's accounts are in excess of \$10.00. Any refund cheques requiring a stop payment will be subject to a charge, this charge will be deducted from reissued cheque.

2.6 Customer Information

CARMA shall not disclose Customer information to a third party without the consent of the Customer in writing. CARMA will only make Customers information available as described in the Agreement with the Building's Management.

SECTION 3 - GLOSSARY OF TERMS

“Board” means the Ontario Energy Board (OEB);

“Conditions” of Service means the document developed by a Submetering Licensee in accordance with Ontario Energy Board requirements that describes the operating practices and connection rules for the Licensee;

“Connection” means the process of installing and activating connection assets in order to distribute electricity, water and/or natural gas to a Customer;

“Consumer” means a person who uses or consumes electricity, water and/or natural gas by an outside supplier;

“Contract” shall mean an agreement between the Submetering Licensee and the Customer for the supply of electricity, water and/or natural gas or any other commodity or service that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract;

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes unit owners and/or renters of residential or commercial development (owner/developer);

“Disconnection” means a deactivation of connection assets, which results in cessation of distribution services to a consumer;

“Distributor” refers to CARMA Billing Services Inc.;

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

“Electrical Safety Authority (ESA)” means the person or body designated under the Electricity Act, 1998 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
- b) A residential electricity consumer who has been qualified for Emergency Financial Assistance

“Emergency Financial Assistance” is any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential Customers.

“Market Rules” means the rules made under section 32 of the Electricity Act.

“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). The purpose of the Agency is to ensure the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity, water and/or natural gas meters.

“Ontario Energy Board Act” means the Ontario Energy Board Act, 1998, S.O. 1998 c.15, Schedule B, as amended from time to time;

“Owner” shall mean the person or company owning the property on which the submetering system is operating;

“Rate” means any financial rate, charge or other consideration, including a penalty for late payment;

“Regulations” means the regulations made under the Electricity Act of the Ontario Energy Board Act.

**APPENDIX A
CARMA BILLING SERVICES INC.
APPLICATION FOR SERVICE**

Please complete and submit this form to:

1. Apply for new service
2. Set up a new account if you are moving

To send by mail: Please fill out and mail the completed form to:

CARMA Billing Services Inc.

132 Walsh Road

Lindsay, Ontario

K9V 4R3

Attention: Customer Service

To send by fax: 1-866-577-1224

To send by email: info@carmabillingservices.com

AGREEMENT: In submitting this form, the Applicant (hereinafter called the Customer) acknowledges and agrees to pay for utility billing and collection services provided by the CARMA Billing Services Inc. to the Customer.



ELECTRICITY SERVICES CONTRACT

PLEASE COMPLETE ALL APPLICABLE FIELDS IN ORDER FOR ENROLLMENT TO BE PROCESSED

ACCOUNT NAME	SURNAME		GIVEN NAME	
ADDRESS	STREET No.		UNIT No.	
	STREET NAME		CITY	POSTAL CODE
MAILING ADDRESS IF OTHER THAN ABOVE	STREET No.		UNIT No.	
	STREET NAME		CITY	POSTAL CODE
CONTACT INFO	HOME		WORK	EXT
	MOBILE		E-MAIL	

PRIVACY STATEMENT: All information submitted through this process will only be used by Carma Billing Services Inc., CARMA, in support of our obligations under the Agreement entered into with the Developer, Condominium Corporation and/or Building Owner. Our billing format and practices follow the guidelines of applicable Ontario Energy Board Codes and Rules, associated policies, standards and procedures. Carma Billing Services Inc. ("CARMA") is pleased to be your provider of electricity billing and collection services. To provide you with a reliable source of billing, CARMA needs to collect and use certain personal information about you. As of January 1, 2004 the federal legislation protecting your privacy requires that CARMA obtain your consent to collect, use and disclose your personal information for identified purposes. We invite you to read the following carefully to understand our policies and practices with respect to personal information. The nature of personal information we collect may include: Information we receive from you such as your name, address, contact information and general financial, credit and reference information; Facts about your historical and current consumption of power; Information about your transactions with us, such as meter number, account number, account balances, payment history, and account activity; Identifying information, such as phone number. CARMA uses the information we collect for the following purposes: To provide you with continuous electric service and to bill you for that service; To assist us in the collection of accounts; To respond to your inquiries about energy use and billing; To prevent fraud with respect to both you and our company; To meet legal and regulatory requirements. It may be necessary to share your billing and consumption information with third party billing and settlement agencies. Your information may also be disclosed or shared with other agencies or organizations as required by law, regulation or our Agreement with the Developer, Condominium Corporation and/or Building Owner. By signing below, indicates you have read and understood this statement by CARMA regarding the collection, use and disclosure of my personal information, and I hereby consent to have CARMA collect and use my personal information for the purposes stated above.

<p>CUSTOMER POSSESSION DATE</p> <p>_____</p> <p>MM/DD/YYYY</p> <p>OR</p> <p>CUSTOMER MOVE-IN DATE</p> <p>_____</p> <p>MM/DD/YYYY</p>	<p>"We, the undersigned, Customer (being the Owner(s) and/or Resident(s)) of the above noted Condominium Unit(s) acknowledge and agree: (1) to have read and understood CARMA's Conditions of Service, (2) to be fully responsible for the payment and to promptly pay prior to the due date each month of the full amount due and payable for utility services and consumption (including any applicable taxes) supplied to our Unit(s) for such period; (3) upon our default or failure to promptly pay, CARMA shall have the right to disconnect the utility services to our Unit(s); and (4) we will be responsible for and shall indemnify and hold harmless CARMA, its officers, directors, employees and representatives from and against all and any claims (i) arising as a result of the failure to provide utilities to our Unit(s) occurring for any reason whatsoever unless attributable to the negligence of CARMA; and (ii) arising as a result of CARMA's disconnecting or failing to reconnect the utility services, unless attributable to the negligence of CARMA."</p> <p>I confirm that the information provided above is true.</p> <p>X _____ DATE: _____</p> <p>CUSTOMER (OWNER/RESIDENT) SIGNATURE</p>
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PLEASE COMPLETE, SIGN, DATE AND FAX TO CARMA BILLING SERVICES INC. AT 1-866-577-1224

FOR INTERNAL OFFICE USE ONLY:

Security Deposit Required YES NO Amount Required: _____

CARMA BILLING SERVICES INC. CONDITIONS OF SERVICE

All information submitted through this process will only be used by Carma Billing Services Inc., CARMA, in support of our obligations under the Agreement entered into with the Developer, Condominium Corporation and/or Building Owner. Our billing format and practices follow the guidelines of applicable Ontario Energy Board (O.E.B.) Codes and Rules, associated policies, standards and procedures.

This Contract is effective upon execution by the Customer. Any executed copy of this Contract, (original, photocopy, facsimile or email) is considered original.

1. In order to set up an account for the provision of Services to the unit, the Customer has entered into this Contract with CARMA and agrees to be responsible for and to pay all costs and expenses relating to the supply of electricity to the unit (for example, occupancy charge, security deposit).
2. A Customer may choose to lease their unit. The Customer acknowledges that he/she will continue to be responsible for all charges for electricity services to the unit. Therefore, if the Customer's Tenants do not pay, the Customer will remain responsible for the payment.
3. The Customer will pay all charges for electricity in accordance with CARMA's monthly invoices.
4. The Customer agrees to be subject to CARMA's Security Deposit policy.
5. An interest charge of 1.5% per month shall apply to all accounts not paid in full on or before the due date.
6. The Customer understands that in the event of non-payment, one of the remedies available to CARMA includes, but is not limited to, the disconnection of service to the subject unit, including all applicable charges related to the disconnection and reconnection.
7. CARMA reserves the right to discontinue service for non-payment of account. In the event of such discontinuance, CARMA shall not be liable under any circumstances for any loss or damage occasioned thereby, and the Customer hereby waives all claims in law and in equity for all loss, damage, and inconvenience that may hereafter be caused by CARMA exercising such right of discontinuance of service.
8. The Customer agrees to abide by CARMA's Conditions of Service, as amended from time to time, a copy of which can be found at www.carmabillingservices.com.
9. The Customer acknowledges that he/she has made CARMA aware in writing if there is any person, at the subject unit, that has any medical, life saving, life preserving equipment that requires electricity.
10. CARMA may revise the authorized rates from time to time, subject to the approval of the O.E.B.
11. CARMA will use all reasonable diligence to provide a continuous supply of power, but will not be responsible for failure to do so by reason of damage to the Local Distribution Company's (LDC) lines or other works, breakdown thereof, act of God, or any other cause beyond CARMA's control. Nor does CARMA guarantee the maintenance of unvaried frequency or voltage, and will not be liable to the Customer for any loss, damage or injury resulting from power interruption or voltage or frequency variations due to the aforementioned reasons.
12. It is agreed that the signature of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the Customer from this contract except at the option and by written consent of CARMA.
13. If a meter in any month ceases to register or has registered incorrectly, the Customer shall pay for the energy supplied during such month, an estimated sum based on the reading of any meter formerly or subsequently installed on the premises, due regard being given to any change in character of the installation and/or the demand.
14. This Contract shall not be binding upon CARMA until accepted by it through its proper officer, and shall not be varied or affected by any Contract or representation of any agent or employee of CARMA unless in writing. This Contract will continue in force until terminated by the Customer with at least one month's notice in advance of vacating the unit(s). A Moving Out form, complete with forwarding address, must be submitted.
15. Nothing contained in this contract shall prejudice or affect any right, privileges, or powers vested in CARMA by law or by any regulations made under any Act of Parliament.
16. This contract is subject to the terms of CARMA's License and all associated rules and regulations of the Ontario Energy Board.

The information collected will be used by CARMA to establish and maintain a service connection, and for billing and collections activities. Your name and address will be used to provide notice in the event that your service is disconnected. Your Developer/Condominium Corporation and/or Building Owner may also be notified of your final billing date/disconnection date.



Attention: Customer Service Billing Department
 132 Walsh Road, Lindsay, ON K9V 4R3
 Phone: 888-298-3336 – Fax: 866-577-1224 - Email: info@carmabillingservices.com

Pre-Authorized Debits – Payor PAD Agreement

I (we) hereby authorize Carma Billing Services Inc., and the financial institution designated (or any other financial institution I (we) may authorize at any time) to begin deductions as per my (our) instructions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my (our) Carma Billing Services Inc. account(s). Regular monthly payments for the full services delivered will be debited to my (our) specified account on the due date, as specified on each monthly billing. Carma Billing Services Inc. will obtain my (our) authorization for any other one-time or sporadic debits.

This authority is to remain in effect until Carma Billing Services Inc. has received written notification from me (us) of its change or termination. This notification must be received at least thirty (30) business days before the next debit is scheduled at the address provided above. I (we) may obtain a sample cancellation form, or more information on my (our) right to cancel a PAD Agreement at my (our) financial institution or by visiting www.cdnpay.ca.

Carma Billing Services Inc. may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least ten (10) business days prior written notices to me (us).

I (we) have certain recourse rights if any debit does not comply with this Agreement. For example, I (we) have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my (our) recourse rights, I (we) may contact our financial institution or visit www.cdnpay.ca.

Name (s)		Carma Billing Services Inc. Account Number	
Service Address			
Contact Information: Phone, Fax or Email			
My Financial Institution Name		Branch Number (five digits)	
Financial Institution Account Number		Financial Institution Transit Number (three digits)	
Address			
Type of Account			
<input type="checkbox"/> Savings (SAV)		<input type="checkbox"/> Chequing (PCA)	
Date (yyy/mm/dd)		All Account Holder Signature(s)	

NOTE: To ensure accuracy, please attach a copy of your cheque marked "VOID" to this form and return to Carma Billing Services Inc.

APPENDIX B – RATES AND CHARGES CARMA BILLING SERVICES INC.

- B-1) Bill Format and Charge Definitions
- B-2) Specific Service Charges
- B-3) CARMA Deposit Policies

Bill Format

The Ontario government issued a Regulation that requires all electricity distributors to simplify and standardize the bills they send to their low-volume consumers, such as residential consumers and small businesses. The Regulation, which is called “Information on Invoices to Low-Volume consumers of Electricity”, took effect on September 1, 2004. The electricity bill for these Customers now contains fewer lines, and incorporates the new format that is required across the province. It also shows a glossary of terms, conservation messages and historical consumption data so Customers can track electricity use. While the bill format has been simplified, the Ontario Energy Board (OEB) continues to approve several of the rates that were broken down previously on the unbundled electricity bill.

Terms and Definitions

The detailed charges shown on your bill are: Electricity Charge, Delivery Charge, Regulatory Charge and Debt Retirement Charge.

ELECTRICITY

This is the charge for the electricity you use.

Regulated Price Plan (RPP) consumers pay for electricity based on prices determined by the OEB. To view current rates visit www.oeb.gov.on.ca. For residential Customers, the threshold is 600 kWh (May 1 to October 31) and 1,000 kWh (November 1 – April 30). The threshold for non-residential Customers is 750 kWh all year round.

DELIVERY

This charge is made up of the following components, which are approved by the OEB for each utility:

Distribution Costs: The costs your utility incurs delivering electricity to your home or business. This includes:

- Customer Service Charge – This charge covers the utility’s administrative costs, such as meter reading, billing, Customer service and maintenance of accounts. It is a fixed cost and does not change with the amount of electricity used.
- Distribution Charge – This charge reflects the costs involved in delivering the electricity from the local utility to your home or business. It includes the cost of building and maintaining infrastructure, such as wires and hydro poles. The distribution charge varies with the amount of electricity used.

Transmission Costs: The costs of delivering electricity from generating stations to your utility along the high-voltage transmission system (also called transmission grid). Transmission costs vary with the amount of electricity used, and include:

- Network Service Charge – This charge covers the cost of delivering electricity from the generating stations to your utility through the transmission system.
- Line and Transformation Connection Service Charge – This charge covers the costs your utility incurs in connecting to the transmission lines, as well as the cost of transforming electricity from the high voltages used in the bulk transmission system to the lower “distribution voltages” used by your local utility.

REGULATORY CHARGES

This charge is made up of the following components, which are approved by the OEB:

Wholesale Market Service Charge: This charge covers the cost of services provided by the Independent Electricity System Operator (IESO). The IESO operates Ontario’s competitive electricity market, where electricity is bought and sold. This charge also includes a 0.1 cent per kWh charge for Rural and Remote Rate Protection, which all Customers pay to offset the higher cost of distributing electricity to consumers in rural and remote areas of Ontario.

Standard Supply Service: This charge of 25 cents per month covers administrative costs incurred by your utility in providing electricity to Standard Supply Service Customers – consumers who purchase electricity from a utility instead of from a licensed electricity retailer. This is primarily consumers (e.g. residential) on the Regulated Price Plan.

DEBT-RETIREMENT CHARGE

This charge has been set by the Ontario Ministry of Finance to pay down the residual stranded debt of the former Ontario Hydro. Effective January 1, 2016, residential customers are exempt from The Debt Retirement Charge.

ONTARIO ELECTRICITY SUPPORT PROGRAM

The OESP is an Ontario Energy Board (OEB) program that lowers electricity bills for low-income households. The OESP provides a monthly credit to eligible customers based on household income and household size. The OESP credits are applied directly to eligible customers’ bills.

The OESP is funded by all ratepayers through a per kilowatt-hour charge on electricity bills.

WATER

This is the cost of water consumption and sewer services supplied to you during the bill period. Your bill may be separated into cold water and hot water, depending on your location.

NATURAL GAS

This is the cost of natural gas consumption supplied to you during the bill period.

For more information, please contact:

CARMA Billing Services Inc. at 888-298-3336 for specific billing inquiries or the OEB Customer Service Centre at 1-877-632-2727 (toll free) or 416-314-2455 for general inquiries.

**APPENDIX B
CARMA BILLING SERVICES INC.
OTHER RATES
SPECIFIC SERVICE CHARGES**

SPECIFIC RATES AND CHARGES – effective May 1, 2008

Customer Administration

Arrears certificate \$ 15.00

Statement of Account \$ 15.00

Pulling postdated cheques \$ 15.00

Account history \$ 15.00

Bill Reprint \$ 15.00

Credit Reference Letter \$ 15.00

Account set up/Change of occupancy charge \$ 30.00

Returned cheque charge \$ 35.00(+ bank charges) for the first occurrence and \$50.00 for each additional occurrence.

Meter dispute charge (+ Measurement Canada fees if meter found correct) \$ 30.00

Service call – \$ 95.00 per hour

Non-Payment of Account

Late Payment Penalty – 1.50% per month on outstanding balance

Disconnection Letter - \$15.00

Hand Delivery of Disconnection Notice – no disconnection \$ 30.00

Collection of account charge – no disconnection \$ 30.00

Disconnect/Reconnect Charge at meter – During Regular Hours \$ 65.00

Disconnect/Reconnect Charge at meter – After Regular Hours \$ 185.00

Charges are subject to change. CARMA may require payment in advance to complete Customer requests.

All charges are subject to applicable taxes.

**APPENDIX B
CARMA BILLING SERVICES INC.
DEPOSIT POLICY**

INTRODUCTION

Security deposits are collected to secure payment of future charges. Security deposits may be collected when a Customer initially applies for service or fails to maintain a good payment history.

Customers are considered to have good payment history if **all** the following conditions are met:

- No more than one (1) disconnection notice has been issued in the previous twelve (12) months;
- No more than one (1) bad cheque or pre-authorized payment has been returned for non-sufficient funds (NSF) in the previous twelve (12) months; and
- No collection or disconnection trip has occurred in the previous twelve (12) months.

Customers must show good payment history for the following periods of time:

- One (1) year for residential Customers;
- Five (5) years for non-residential Customers with less than 50 kW demand; and
- Seven (7) years for non-residential Customers with 50 kW demand or greater.

We encourage Customers to maintain a good payment history to avoid having to pay a security deposit. If a Customer fails to maintain a good payment history, a security deposit will be required and calculated at a rate of 2.5 times the Customers' average monthly bill. For bi-monthly Customers, the average bill is multiplied by 1.75.

Security deposits will be reviewed annually to determine whether the deposit should be adjusted (increased or partially returned) for variances in rates, OEB requirements, payment history and Customer consumption. Once a Customer has established good payment history, all or part of the security deposit will be refunded with interest upon Customer request.

Security deposits may be paid to CARMA by way of any available payment options. For non-residential consumers, deposits may be in the form of an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C n. 1991, c. 46.

RESIDENTIAL CUSTOMERS

Residential Customers are required to provide a service deposit of 2.5 times the estimated monthly bill based on the Customer's average monthly load with the distributor during the most recent twelve (12) consecutive months.

Residential Customers with poor credit rating are required to provide a security deposit of 2.5 times the highest bill in the last twelve (12) months.

Exemptions

The requirements for a deposit will be waived:

- Provided that the Customer is able to provide a letter of reference confirming one year good payment history from another major Canadian gas or electric distributor;
- With the provision of an established acceptable credit check from one of the following companies: Equifax, Trans-Union, Dunn & Bradstreet; or
- For an eligible low-income consumer provided that such a consumer contacts the unit submeter provider and requests a waiver and thereafter confirms his or her low income eligibility.

If CARMA is notified 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 twenty-one (21) days pending the eligibility decision of the Agency.

Any Customer who is granted an exemption under the criteria outlined above will have this exemption retracted in the event of:

- The provision of more than one (1) pre-authorized payments being returned for non-sufficient funds.
- The provision of more than one (1) NSF cheque payments in a two (2) year period, or;
- The delivery of more than one (1) notice of disconnection of service for non-payment;
- The service is disconnected for non-payment.

When an exemption is retracted, the Customer's next billing will include a security deposit requirement. If accounts are not paid then the Disconnection Policy will take effect.

Customers can pay a required deposit, an increase in a security deposit or a replacement of a deposit applied against arrears, in equal installments over at least six (6) months.

There will be a review of the security deposit during the year after the first anniversary of the first instalment payment.

Security deposits will be applied against any arrears and be insufficient to cover any amounts owing before a disconnection notice can be issued to a Customer.

When a security deposit has been applied against any arrears, the Customer may have to repay the security deposit and be allowed to repay in equal instalments over at least six (6) months.

Refunds and Interest

Deposits will be refunded to the Customer once a satisfactory payment history, as defined above, has been established for a period of twelve (12) consecutive months.

Deposits will be refunded when a Customer terminates their account with CARMA Billing Services.

Interest will be paid to the Customer on a yearly basis. Interest will be calculated at the rate prescribed by the OEB, currently prime business rate less two (2) percent and updated quarterly.

Interest on cash security deposits shall begin to accrue from date of receipt by CARMA at its head office.

On installment security billing deposits, interest shall begin to accrue from the date of receipt by CARMA at its head office of the last installment payment.

Security Deposit money will be applied to an account at the time of final billing. All interest will be calculated up to the date of final billing. Refunds will be issued within six (6) weeks of the final billing date.

- END OF DOCUMENT -