



CONDITIONS OF SERVICE Ontario

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PREFACE

The Ontario 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-2018-0208 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 - 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 measure electricity, water, heating and cooling energy, and/or natural gas distributed to a Customer;

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

“Contract” shall mean an agreement between the Submetering Licensee and the Customer for the supply of electricity, water, natural gas, Heating and Cooling Energy 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.

SECTION 2 - INTRODUCTION

2.1 Identification

CARMA Corp. referred to herein as “CARMA” is 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.

2.2 Related Codes and Governing Laws

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

2.3 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.

2.4 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>.

2.5 Contact Information

CARMA Corp.
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, 8:00 a.m. to 5:00 p.m. (Eastern Standard Time)

E-mail

info@carmacorp.com

2.6 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.

2.7 Distributors Rights

2.7.1 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 the 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.

2.7.2 Right to Disconnect

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

2.8 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 Team Leader Customer Care
- The Team Leader will decide how to proceed with an investigation and will contact the Customer if required.
- The Team Leader will document the findings of the investigation and notify the Customer of the results

Written Complaint:

Customers may 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.

2.9 Bill Format and Charge Definitions

2.9.1 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.

2.9.2 Terms and Definitions

The detailed charges shown on your bill may include: Electricity Charge, Delivery Charge, Regulatory Charge, Hot and Cold Water Charge, Gas Charge, Heating and Cooling 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 CARMA’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 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.

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.

HEATING AND COOLING ENERGY / HEATING AND COOLING ENERGY

This is the cost of heating and cooling energy supplied to you during a billing period for the purpose of heating or cooling your unit.

SECTION 3 – GENERAL ACTIVITIES**3.1 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. Customers can enroll directly on our web site at www.carmabillingservices.com or submit a hard copy of the contract.

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 Heating and Cooling Energy delivered, supplied or submetered by CARMA shall be liable for payment of electricity, water, natural gas and/or Heating and Cooling Energy consumption even in the absence of a signed contract. Any implied contract for the supply or submeter of electricity, water, natural gas and/or Heating and Cooling Energy 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 Heating and Cooling Energy 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.

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

3.2 Disconnection

CARMA reserves the right to disconnect the supply of electricity, water, natural gas and/or Heating and Cooling Energy 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 heating and cooling energy 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 Heating and Cooling Energy service will occur only after the reason for disconnection or limitation is remedied. Service will only be reconnected during regular business hours between 8 a.m. and 5 p.m. 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, or reconnect the service. Charges will be applied to the Customer's account and are due on the next bill.

3.2.1 Non-Payment of Accounts

CARMA bills are due twenty (20) 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, mail or directly on their premises to confirm that there is an amount outstanding. If these actions do not initiate a payment from the Customer, a reminder and disconnection notice will be issued.

CARMA will issue a reminder notice three (3) days after the bill due date and a disconnection notice by mail or e-mail to the Customer ten (10) days after the bill due date. CARMA will make reasonable efforts to contact the Customer directly. If a

satisfactory payment arrangement has not been made within fourteen (14) 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 toward the balance due, reconnection charge and additional security deposit if deemed necessary. The Customer or their representative, over the age of 18, must be present at the time the service is reconnected. Service will only be reconnected during regular business hours between 8 a.m. and 5 p.m.

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.

3.2.2 Disconnection Procedures

CARMA will make a reasonable effort to contact the Customer one final time, by telephone and/or e-mail 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 or available social, government or charity assistant programs.

3.2.3 Suspending Disconnection Action

If, within fourteen (14) 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 fourteen (14) days of its issuance or the lifting of a suspension. If disconnection does not occur within fourteen (14) 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.

If it is discovered that the customer deferred disconnection by providing CARMA with false payment information, non-sufficient funds or other misleading information, CARMA will disconnect the service without further notification.

3.2.4 Non-Payment Collection Policies

If at any time a bill for service under the 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.

3.2.5 Arrears Payment Agreements

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

If a Customer, who is unable to pay their 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 their 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 their average monthly bill; or
- Sixteen (16) months if the amount the Customer owes is more than five (5) times their 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, they 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, they 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 their obligations under arrears payment agreement and the agreement was terminated, CARMA may require a Customer to wait one (1) year before entering another agreement.

3.3 Interruption Notification and Notification to Customers on Life Support

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.

3.4 Metering

3.4.1 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.

3.4.2 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.

3.4.3 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 ten (10) business days) of the termination date to allow CARMA to arrange for a final meter reading.

3.4.4 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 remote load test to determine meter assignment. If the customer is not satisfied with the load test then for a fee a site visit may be arranged to verify accuracy of the Customer's meter and billing.

If the Customer remains unsatisfied 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.

3.4.5 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.

3.5 Tariffs and Charges

3.5.1 Deposits

Refer to CARMA's Deposit Policies in Appendix A.

3.5.2 Billing

3.5.2.1 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 or as directed by legislation.

3.5.2.2 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.

3.5.2.3 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.

3.5.2.4 Estimating Bills

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

3.5.2.5 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.

3.5.2.6 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. If the unit owner chooses to rent their unit the account will remain in the owner's name care of the tenant.

3.5.3 Payments

Customers may pay their electricity, water, natural gas and/or Heating and Cooling Energy 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 or Debit 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 twenty-three (23) 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.

3.5.3.1 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, natural gas and/or Heating and Cooling Energy 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.

3.5.3.2 Late Payment Charges

Customers are allowed twenty-three (23) 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 Heating and Cooling Energy bill at the due date.

Late payment charges as well as charges related to reconnection 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 Heating and Cooling Energy 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.

3.5.3.3 Reconnection Charge

Customer will be charged a fee for reconnection of service as a result of non-payment. Refer to Appendix B for information regarding reconnection charges.

3.5.3.4 Returned Payment

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

3.5.3.5 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.

3.6 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.

**APPENDIX A
CARMA CORP.
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 their 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.

**APPENDIX B
CARMA CORP.
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 \$50.00

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 for on-site investigation – \$105.00 per hour

Non-Payment of Account

Late Payment Penalty – 1.50% per month on outstanding balance

Disconnection Notification - \$15.00

Hand Delivery of Disconnection Notice – no disconnection \$30.00

Collection of account charge – no disconnection \$30.00

Reconnect Charge at meter – During Regular Hours \$65.00

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.

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