



# ONYX ENERGY

## CONDITIONS OF SERVICE

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## 1.0 ONYX DEFINITIONS

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“**Affiliate**” has the meaning ascribed thereto in the Canada Business Corporations Act, as amended from time to time and any successor legislation thereto.

“**Applicable Laws**” means in respect of any Person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies and all applicable official directives, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such Person, property, transaction, event or course of conduct or (ii) to which that Person or any of its property is subject.

“**Onyx Energy**” means Onyx and its successors and assigns.

“**Onyx Energy Customer Charges**” means the charges and fees set forth for the customer.

“**Conditions of Service**” means ONYX ENERGY’s Conditions of Service, which are subject to change occasionally, and a current version of which can be found on ONYX ENERGY’s website. The Conditions of Service document is developed by a sub-metering service provider in accordance with the Ontario Energy Board requirements that describes the operating practices and connection rules for the Service Provider.

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

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

“**Contract**” shall mean an agreement between the Onyx Energy and the Customer for the supply of Utilities (electricity, water, natural gas or Thermal Energy) that the Distributor will provide. The supply and consumption of utility services shall be construed as an 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 Tenants of residential or commercial development;

“**Customer Services Agreement**” means the customer service agreement to be executed by each Unit Occupant, the current form of which is made available at the time of project commencement and shall be subject to change from time to time, and can be found on Onyx Energy’s website.

“**Defaulting Party**” means a party which has committed an Event of Default.

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

“**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 residential electricity consumer who has been qualified for financial assistance by a qualified government or non-profit organization. The Customer must provide documentation to verify low income eligibility.



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

**“Equipment Spaces”** means the space within the units and/or building which contain the electricity and water, gas and/or thermal meters.

**“Governmental Authority”** means the government of Canada, any province, territory or other political subdivision thereof and any person exercising any executive, regulatory, judicial or administrative authority thereof.

**“Insolvency”** means, in respect of any Person, one or more of the following events:

1. the Person shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or otherwise acknowledges in writing its insolvency;
2. a receiver shall be appointed for the Person or any substantial part of its property;
3. any proceeding shall be instituted against the Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of the Person or the Person’s debts under any law relating to bankruptcy, insolvency reorganization or relief of debtors, or seeking the entry of an order for relief by the appointment of a receiver, trustee, custodian or other similar official for it, any substantial part of its property or (in the case of the Owner) the Condominium, where any such proceeding has not been stayed or dismissed within sixty (60) days of the commencement of such proceeding.

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

**“Measurement Canada”** ensures the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity, water, thermal and/or natural gas meters.

**“Mechanical System”** means the system for distributing electricity, water natural gas and thermal energy within the building and/or condominium that comprises all piping, valves, meters (excluding, for greater certainty, the electricity, water, natural gas and thermal energy sub-meters), equipment, devices and other equipment necessary to provide utilities to and throughout the condominium or building.

**“OEB”** mean the Ontario Energy Board or any successor organization that governs the operation of electricity distribution in the province of Ontario.

**“Occupant”** means the occupant of a Unit (or a Tenant of a Unit); Occupants means more than one Occupant or all Occupants.

**“Occupational Health and Safety Act”** means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended or re-enacted from time to time and the regulations made thereunder.

**“Owner”** means the person or company owning the property on which the sub-metering system is operating;

**“Person”** means an individual, partnership, corporation, government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual.



“**Personal Information Protection and Electronic Documents Act**” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended or re-enacted from time to time and the regulations made thereunder.

“**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.

## 2.0 IDENTIFICATION

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Onyx Energy will be referred to herein as “Onyx” and is incorporated federally under the laws of Canada with a head office in the Province of Ontario.

## 3.0 SECURITY DEPOSIT REQUIREMENTS

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Unless otherwise expressly agreed to in a Customer Service Agreement and except for customers who meet the security deposit waiver conditions described below, all customers are required to pay a security deposit. Security deposits must be paid to ONYX ENERGY using one of the following methods:

- Cash
- Cheque or certified cheque
- Bank Transfer or Wire Transfer
- Pre-Authorized Payment as withdrawn by ONYX ENERGY

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the customer’s average monthly usage during the most recent 12 consecutive months. Where the average monthly load for the customer is not available, a reasonable estimate will be made using information from a similar property used for similar purposes.

### 3.1 SECURITY DEPOSIT WAIVER

Customers can obtain a security deposit waiver in one of the following ways:

1. A Customer provides ONYX ENERGY with a letter of reference from a licensed electricity, water or gas distributor in Canada confirming at least 1 years’ worth of good payment history for the Customer or from a reputable credit agency.
2. If a residential customer in Ontario qualifies as an eligible low-income consumer and the Customer provides a completed waiver of the applicable security deposit from a cooperating social service agency and meets the applicable waiver conditions under the Ontario Sub-metering Code.

### 3.2 SECURITY DEPOSIT REFUND

Security 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 and if specifically requested by the Customer. Deposits will be refunded when a Customer terminates their account with ONYX ENERGY. 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 security deposits shall begin to accrue from date of receipt by ONYX ENERGY at its head office. Security Deposit money will be applied to an account at the time of issuing a final bill provided that the Customer provides a valid forwarding address at the time of providing notice for termination. 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.



## 4.0 FEES AND CHARGES

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### 4.1 OPENING AND CLOSING ACCOUNTS

If an Owner or Occupant completes ONYX ENERGY's form to open a new account ONYX ENERGY will respond with a confirmation of that account opening request. An ONYX ENERGY representative will review the request and confirm that the data provided is correct to ensure the request is valid. Once confirmed, a new account will be setup for the unit owner and account setup information sent to the new client.

Each new account setup by a unit Owner or a Tenant is subject to a setup fee. This setup fee is outlined in the ONYX ENERGY fee schedule and will vary with each building/complex. A fee schedule is made available to unit Owners and

Tenants that sign with ONYX ENERGY. ONYX ENERGY can recover charges from a person and/or business who has agreed to become a Customer. When a Tenant Customer moves out of a rental unit, ONYX ENERGY may or may not seek to recover past and current charges from any other person, including the unit Owner.

### 4.2 LATE PAYMENT CHARGES

ONYX ENERGY Customers are permitted fifteen (15) days from the billing date on the statement to make payment. A late payment charge of 1.5% per month will be applied to all overdue accounts. Any partial payments that are made by a Customer on or before the due date shall be applied to the account balance before the imposition of a late payment charge on an account.

Non-payment of your Utility bill may lead to utility disconnection or the placement of a lien on your unit. ONYX ENERGY offers numerous payment options and makes every effort to contact unit Owner and inform them of the payment methods and the option of entering into an Extended Payment Plan. 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 Extended Payment Plan. ONYX ENERGY shall not be liable for any damage to a Customer's and/or Owner's premises that may result from disconnection of a utility service. A reconnection charge shall apply where the service has been disconnected due to non-payment.

### 4.3 DISCONNECTION AND RECONNECTION CHARGES

ONYX ENERGY shall apply disconnection and reconnection charges to customers whose unit was disconnected from a utility due to non-payment. Disconnection and reconnection charges will vary from building to building and are available fee schedule so they are aware of the specific charges that may be applied to their account. Charges for disconnection and reconnection are typically subject to time of day restrictions, travel distance and other factors that may affect the application of a disconnection or reconnection service call. All unit owners that are subject to utility disconnection will receive notice from ONYX ENERGY.

### 4.4 PAPER BILLING FEE

ONYX ENERGY provides options for customer to receive their bills either online or through email billing. ONYX ENERGY has a paper billing fee for accounts that prefer to receive their bills in paper format. The additional charge covers the paper costs, printing costs, postage and mailing costs for that process and additional labour. ONYX ENERGY attempts to provide the most cost-effective service to all customers and electronic billing is significantly more cost and labour effective. Customers that have a



disability and require a paper bill for medical reasons may submit a medical request from a physician for paper bills and any additional fees will be removed from their account for this service.

#### **4.5 NON-SUFFICIENT FUNDS FROM CHEQUE AND PRE-AUTHORIZED PAYMENT PLANS**

ONYX ENERGY provides both pre-authorized payment options and accepts payment of utility bills by cheque. When cheques are provided by customers it is expected that the customer has allocated the correct amount of funds in their account to cover the cheque. Cheques that are provided by a customer and are returned NSF (Non-Sufficient Funds) will be subject to an additional charge as outlined in the fee schedule. This same fee also applies to payments that are returned NSF through the pre-authorized payment plan process. These fees are applied to a customer account when confirmation that the returned payment is connected to a customer's account.

#### **4.6 CUSTOMER CREDITS AND REFUNDS**

Customers that accrue a credit in their ONYX ENERGY account will be able to receive that credit upon the closure of that account. Otherwise the credit will be held by ONYX ENERGY until such a time as the subsequent utility invoice is issued and the credits are consumed as payment toward a utility invoice or at such a time as an account after payment of all outstanding utility invoices is closed by ONYX ENERGY. A credit cheque is provided to the Customer if the credit amount exceeds \$15.00 after the application of all outstanding credit balances and fees. ONYX ENERGY reserves the right to return credits to customers in advance of account closure at their sole discretion.

#### **4.7 REQUEST FOR HISTORICAL UTILITY DATA**

ONYX ENERGY requests an additional fee of \$50 to extract and provide historical customer data.

### **5.0 CUSTOMER INFORMATION REQUEST**

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Customer information security is of primary concern and ONYX ENERGY has a number of procedures in place to authenticate information request prior to release of information. All requests for release of information must come from an identified client account. The request must be made in writing and the client must be a current account holder with ONYX ENERGY. ONYX ENERGY may attempt to contact the client by phone and/or email to confirm the origin of the request and the identity of the customer.

Request for Client utility references will be provided upon written client request and will be provided to the address or email address requested by the client. ONYX ENERGY will make every attempt to provide this information in a timely manner. Request for Customer historical utility data may be made by customers will be accommodated by ONYX ENERGY but may be time consuming to extract and may be subject to additional fees for this service. Customers already have access to data electronically and through their online profile but additional data mining is available and can be provided by ONYX ENERGY at the request of a customer.

The data will be provided to a verified customer in an Excel format and raw data will be provided only. Fees, charges and dollar amounts are not included in this service. Additional fees may be applied to accounts that make this request in writing. ONYX ENERGY can provide to customer are required to complete a "Historical Utility Data Request Form" to obtain the data and data that is in historical archives may take up to 6 weeks to retrieve.



## 6.0 AMENDMENTS AND CHANGES

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Any ONYX document may be subject to change as part of a Contract made between ONYX and a customer. This document supersedes any previous document containing conditions of services, oral or written, by ONYX as of the effective date of its' posting for our customers.

Notices of changes will be posted for customers on our website indicating that this document has been updated for a period of one month. ONYX customers are responsible to review the Conditions of Service Document including any updates as they are posted.

If a customer has any questions about this document they are advised to put their concerns in writing to the following address:

**Onyx Energy**  
659 Stirling Ave S  
Unit #100  
Kitchener, ON  
N2M 1B0

## 7.0 ONYX ENERGY RIGHTS ASSOCIATED WITH CONDITIONS OF SERVICE

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ONYX ENERGY has right to access a customer's property, to remove, update, repair, replace, inspect or modify any equipment. The customer is to provide such access to ONYX ENERGY personnel and contractors within a reasonable time frame (24 hrs from when notice is provided).

Any damage that occurs while the equipment is in the care of the customer will be charged to the customer for replacement as part of the ONYX ENERGY service agreement.

## 8.0 SERVICE DISCONNECTION

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### 8.1 ONYX'S RIGHT TO DISCONTINUE OR DISCONNECTION OF SERVICE

ONYX ENERGY reserves the right to disconnect a customer's utility service (electricity, water, natural gas or thermal energy service) in the event of non-payment of outstanding utility costs under the following conditions, but not limited to, the following circumstances:

1. Utility bill payments remain outstanding to ONYX ENERGY
2. Scheduled inspections or maintenance where 24-hour notice was provided to customer but the work could not be performed
3. ONYX ENERGY provided a directive to the customer to ensure ONYX ENERGY complies with licensing requirements and the customer fails to comply with this directive in a timely manner
4. For any other condition that is identified in ONYX ENERGY's conditions of service document
5. Disconnection of supply of utilities without notice in the event of an emergency, for safety reasons, as a result of a court order or to ensure the system continues to operate reliably.





Utility service will only be restored once the conditions that caused the disconnect or limitation have been remedied. ONYX ENERGY is not responsible or liable for any damage that may occur as a result of disconnection of service to a customer. Additional charges will be applied to the account if ONYX

ENERGY is required to disconnect customers' service, serve notices of such a disconnection or reconnect a utility service as a result of remedied circumstances 1, 2, 3, or 4 as detailed above. Such charges are detailed in the fee schedule which is made available at the time of account setup or available upon request. Any utility services that remains disconnected for longer than one (1) month will require a safety inspection prior to reconnection of service to that unit. This inspection will be arranged by Onyx and at the cost of the customer and must be performed before reconnection can occur.

## 8.2 OUTSTANDING BALANCES ON CUSTOMER ACCOUNTS

All ONYX ENERGY issued utility bills are due **fifteen (15) days** following the billing date as listed on the bill. Outstanding payments that exceed that time period are considered in arrears and subject to the following collection activities.

ONYX ENERGY will issue a reminder notice to the customer by email or by mail once the due date for payment has passed. The written reminder notice to each customer and will outline the amount outstanding and the potential consequences of non-payment including future collections activities such as impairment of future credit availability by registration of a lien against the owner's property or disconnection of service.

ONYX ENERGY is not liable for any effect to a Customer's credit score or rating as a result of collection activities that are undertaken for unpaid customer balances. A disconnect notice will be issued to customers in the event that payment has not been provided after thirty (30) days.

## 8.3 SERVICE DISCONNECTION PROCEDURE

If through the course of service administration ONYX ENERGY is required to disconnect the supply of water, natural gas, electricity, thermal energy or any other utility service to a customer the following disconnect procedure will be followed:

- ONYX ENERGY will issue an emailed Notice of Disconnection to the customer indicating that they have an outstanding balance that is past due and that they are subject to ONYX ENERGY's disconnect policy. The notice will be sent on the first day after the due date.
- If no arrangement for payment of the outstanding balance has been made by the customer five (5) days after the disconnect notice was issued ONYX ENERGY will contact the customer by email to notify them of the impending service disconnection indicating a date of ten (10) days from the issue of such correspondence that ONYX ENERGY will arrive on site to disconnect the utility service.
- ONYX ENERGY will attempt to contact the customer one final time by email prior to the Disconnection date and advise customers of the potential availability of an arrears program and other services that may assist them in paying the outstanding balance.
- Disconnection charges associated with the activity described above will be levied against customers that incur a ONYX ENERGY service call for disconnection

ONYX ENERGY must act on the disconnection notice within 10 days of its issuance. If disconnection does not occur within 10 days from the date of notice ONYX ENERGY will issue a new disconnect notice starting the process anew.



#### **8.4 INFORMATION PROVIDED ON DISCONNECT NOTICES**

A disconnect notice will indicate the earliest and latest period when the customer can expect disconnection to occur and the forms of payment available to the customer. Also included in the disconnect package will be information for eligible low-income customers and that the disconnection can occur whether the customer is at home or not.

Customers that provide written documentation from a physician that disconnection poses a significant health risk will be given sixty days (60 days) notice before being disconnected for non-payment.

#### **8.5 UTILITY SERVICE RECONNECTION**

Utility service will only be reconnected once the satisfactory payment of outstanding balance has been rectified and an additional security deposit from the customer has been applied and paid to the account or the reason for disconnection has been resolved. An additional service charge will be applied for reconnection of utility services. In the event that service disconnection requires an ESA safety inspection and/or other inspection prior to reconnection because the service has been disconnect for more than one (1) month. The Customer will be responsible to arrange and covering the cost of an ESA inspection and/or other inspection. An ESA Inspection certificate must be provided to ONYX ENERGY prior to reconnection of service.

#### **8.6 STOPPING DISCONNECTION OF SERVICE**

ONYX ENERGY reserve the right to halt the disconnection of service at any time for any reason at their sole discretion. In the event that disconnection does not occur within the stipulated timeframe on the disconnection notice to the customer; ONYX ENERGY will re-issue the disconnection notice with updated disconnect dates to the customer for disconnection of service.

The following information when provided to ONYX ENERGY will result in a suspension of the disconnect process for thirty (30) days:

- Social service agency, government agency or charity contacts ONYX ENERGY and advises them that the Customer is eligible for bill payment assistance.
- Payment of outstanding balance by the customer

#### **8.7 INTERRUPTIONS OF SERVICE**

As part of the normal course of business interruption of service may be required for the following reasons:

1. Emergency request as a result of power shutoff due to maintenance or other issue
2. At the request of authorities or other governing bodies as required
3. As part of normal maintenance program for meters or other building equipment.

ONYX ENERGY will attempt to provide Customers with reasonable notice of any planned power interruptions to the utility systems, including the duration of utility interruptions and the frequency. In the event that maintenance is required ONYX ENERGY will provide 48 hours' notice where possible to all residents affected by the outage. Customers that for medical or other reasons require uninterrupted source of power for life or other support equipment must ensure that that they provide and have on hand such equipment as they require. ONYX ENERGY is not responsible for providing such equipment nor can ONYX ENERGY guarantee uninterrupted power or utilities to any suite in the buildings it services. ONYX ENERGY will attempt to accommodate such clients when they have properly informed ONYX ENERGY of such medical needs. A letter or note from a Physician for a specific client informing ONYX ENERGY of their medical requirements can be added to the clients account and kept on record for reference.



ONYX ENERGY 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. ONYX ENERGY 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. ONYX ENERGY will attempt to notify Customers within 48 hours of interruption of power, wherever possible. ONYX ENERGY is not responsible, and will not be held liable, for any damages due to a power interruption, planned or otherwise.

## **8.8 EXTENDED PAYMENT PROGRAM**

ONYX ENERGY will make available an arrears management program to any Residential Customer unable to immediately pay their utility charges. Utility Customers who are unable to pay utility charges and declines to participate in an agreement will be subject to disconnection. ONYX ENERGY shall proceed with disconnection and is not be required to offer an arrears agreement after disconnection to a customer has occurred.

## **8.9 EXTENDED PAYMENT AGREEMENT PROCEDURE**

ONYX ENERGY will apply the following Extended Payment Agreement (EPA) to customer that request an extended period of time to pay a utility bill.

### **Residential Customers**

Any security deposit that is currently held by ONYX ENERGY shall be applied to the amounts owing before entering into an EPA.

- Residential Customers may be required to make a down payment of up to twenty (20) percent of the arrears, inclusive of, any accumulated late payment charges when entering into an EPA.
- Customers that owe less than twice their average bill after the application of the security deposit and down payment, the maximum length of time to pay the remaining amount is six (6) months.
- If a residential Customer owes more than twice their average bill after applying the security deposit and down payment, the maximum length of time to pay the remaining amount is ten (10) months.
- Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an EPA, or a payment on account of a current utility charge billing or an under-billing adjustment, ONYX ENERGY may cancel the EPA, and payment in full will be demanded.
- If a residential customer wishes to close their account prior to the completion of the EPA the remaining amount on the EPA is due along with any outstanding balances at the time of account closure.
- If a residential Customer successfully completes an arrears payment agreement, he or she can request a new EPA after two (2) years of the completion date anniversary of the first EPA.

### **Low Income Customers**

- Eligible low-income Customers that enter into an EPA and have successfully completed a previous EPA as an eligible low-income Customer may be required to provide down payment of up to ten (10) percent of the utility charge arrears accumulated, including applicable late payment charges.
- A payment period of Eight (8) months is to be provided if the amount the Customer owes is less than or equal to two (2) times his or her average bill;
- A payment period of Sixteen (16) months is to be provided if the amount the Customer owes is more than two (2) times his or her average bill.
- Where an eligible low-income Customer defaults on more than two (2) occasions, over a two (2) billing periods, in making a payment in accordance with an arrears payment agreement, or a



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

- If an Eligible low-income customer wishes to close their account prior to the completion of the EPA the remaining amount on the EPA is due along with any outstanding balances at the time of account closure.
- If an eligible low-income Customer who successfully completes an EPA, he or she can request a new EPA anytime needed thereafter. However, if an EPA is requested within twelve (12) months of the end of the first successfully completed EPA, ONYX ENERGY, may offer the EPA on the terms applicable to the standard Residential Customer EPA. If a Customer failed to perform his obligations under arrears EPA and the EPA was terminated, ONYX ENERGY may require the Customer to wait one (1) year before entering another EPA. All Customers will be given twelve (12) days written notice before the Extended Payment Agreement is cancelled, and the EPA will be reinstated if the Customer pays in full before the cancellation date.

## 9.0 METERING EQUIPMENT POLICIES

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The following policy governs the operation, use and management of the metering or sub-metering systems by ONYX ENERGY. All residential, commercial and industrial multi-unit buildings will be administered by ONYX ENERGY using the following guidelines.

### 9.1 EQUIPMENT ACCESS

All metering equipment being serviced by ONYX ENERGY must be accessible and un-tampered with during the term with which ONYX ENERGY is providing this sub-metering service. The Owner of a building and/or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to ONYX ENERGY (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection as part of this service offering. Significant delays and obstruction to entrance to units by Customers or the Condominium Corporation can constitute a breach of contract and may be subject to financial penalties associated with such obstruction.

The Owner of a building and/or condominium corporation shall permanently identify each metered service with respect to its specific unit, address or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets and meter mounting devices and/or shutoff valves.

### 9.2 METER READING AND MANAGEMENT

ONYX ENERGY shall have access to the Customer's property and/or 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 normalized on a daily time frame adjust to the billing period. ONYX ENERGY will attempt to repair any communication fault or meter error within a reasonable time frame and may contact the unit owner to gain access to the meter.

### 9.3 TELEMETRY METER READING AND MANAGEMENT

Meter's that are read remotely through a telemetry based system will report regularly and may be made available to the unit owner on the ONYX ENERGY web interface for better understanding and management of the system. When meter reading faults occur for telemetry based systems they can result





in periodic delays in web interface reporting of utility metering data. ONYX ENERGY shall make every attempt to ensure that meter reading data is available in a timely manner for customers and that service interruptions are minimize and repaired quickly.

#### **9.4 FINAL METER READING**

The Customer shall notify ONYX ENERGY using ONYX ENERGY's online web forms that they wish to close their account and request a final reading. The Customer shall provide reasonable notice (minimum of seven (7) business days) of the termination date to allow ONYX ENERGY to arrange for a final meter reading. ONYX ENERGY shall attempt to accommodate all final meter reading requests but in the event that a meter reading is unable to be done on the exact meter reading day requested ONYX ENERGY will adjust future meter reading based on a the normalized consumption to arrive an estimated meter reading for the day requested. Failure to provide forwarding contact information, including but not limited to, phone number, mailing address and email at the time of notifying ONYX Energy will result in the forfeiture of the security deposit.

#### **9.5 METER DISPUTE TESTING**

The following meter testing and dispute policy will be applied to each utility metering type as detailed below. Upon formal written notice by the Customer:

##### **9.51 METER DISPUTE TESTING PROCEDURE**

ONYX ENERGY and the Customer can resolve the majority of billing inquiries that occur without the assistance of Measurement Canada.

1. ONYX ENERGY 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.
2. If the Customer is not satisfied with the results of the investigation, ONYX ENERGY will arrange for a site visit to determine if the Customer's meter and billing readings 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.
3. At this point, ONYX ENERGY 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.
4. 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.

##### **9.52 METERS INSPECTIONS, TESTING, REMOVAL AND REPLACEMENT**

Meters may be inspected, tested, replaced, removed or re-verified according to accepted standards and practices.

ONYX ENERGY shall have access to the Customer's Building and may request access to the Customer's unit to perform such inspections, testing and verification or replacement. The Building's Management shall permit, provide and maintain access to metering equipment for ONYX ENERGY's use as part of its service obligations. If during the course of an onsite inspection or test, ONYX ENERGY evaluates that the meter has been tampered with by the unit Owner, Tenant or the condominium corporation ONYX ENERGY reserves the right to impose a tampering fee of not less than \$1,500. The fee will be used to





pay for the replacement, re-certification and re-installation of a new meter so that ONYX ENERGY can continue to fulfill its obligation as the utility service provider.

## **9.6 BILLING ERRORS**

### **9.61 OVERBILLING ERRORS**

Where a Customer has been found to be over billed, the maximum period of over billing for which the consumer is entitled to be repaid is two (2) years. The Customer will receive a credit on their account equal to the amount of the overbilling. The overbilling will be applied to their account immediately and will be applied toward payment of future utility bills.

When the customer closes their account with ONYX ENERGY, if there is a substantial credit on the account after payment of all fees then that credit will be returned to the customer in the form of a cheque within 6 weeks of account closure.

When ONYX ENERGY has over-billed a Customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the over-billing policies described above do not apply. Once a Customer account is closed at the Customer's request the Customer shall no longer be entitled to any refunds due to over-billing.

### **9.62 UNDERBILLING ERRORS**

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

When a Customer is responsible for the under-billed amount, ONYX ENERGY may require payment of the full amount on the next bill or on a separate bill. If the amount is 1.5 times larger than the average amount for the same billing period after normalization then the Customer has the option to enroll in an Extended Payment Plan for the under-billed amount.

When ONYX ENERGY has under-billed a Customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the under-billing errors do not apply.

