



# Priority Submetering Solutions Inc.

## Conditions of Service

Effective: September 1, 2008

Revised: November 1, 2011

## **SECTION 1 – INTRODUCTION**

### **1.1 IDENTIFICATION**

Priority Submetering Solutions Inc., (PRIORITY), is licensed as a smart sub-metering company by the Ontario Energy Board providing sub-metering systems, equipment and technologies within the buildings it services.

### **1.2 RELATED CODES AND GOVERNING LAWS**

PRIORITY shall comply with all applicable regulations of the Electricity Act (1998), the Ontario Energy Board Act (1998), the Smart Sub-Metering code (2008) and all applicable Market Rules.

### **1.3 INTERPRETATION**

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

Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;

Words referring to the singular include the plural and vice versa;

Words referring to gender include any gender.

### **1.4 AMENDMENTS AND CHANGES**

These Conditions of Service shall be deemed to have been automatically updated, from time to time, and form part of any Agreement between PRIORITY and any Customer. By taking service from PRIORITY, each Customer agrees to be bound by these Conditions of Service, even if no Agreement or contract has been signed. These Conditions of Service supersede any previous Conditions of Service document whether written or oral of PRIORITY or any of its predecessors.

Customers of PRIORITY are responsible for contacting PRIORITY to ensure that they have the most up to date copy of PRIORITY'S Conditions of Service. The current version of these Conditions of Service will be posted on PRIORITY'S website for Customers to access at [www.prioritymeter.com/on](http://www.prioritymeter.com/on). In the event that there are changes to the Conditions of Service, PRIORITY will provide notice to its Customers and will post the changes to its website before they are effective.

## **1.5 CONTACT INFORMATION**

### Mailing Address

Priority Submetering Solutions Inc.  
1465 Pickering Parkway, Suite 100  
Pickering, Ontario  
L1V 7G7

Email: info@prioritymeter.com

### Telephone

Toll Free: 866-836-3837  
Phone: 905-837-8548  
Fax: 905-837-6578

### Normal Business Hours

Monday to Friday between 8:30am and 4:30pm Eastern excluding statutory holidays, Remembrance Day and two additional days between Christmas and New Years (notification will be provided).

### Customer Service Hours

Monday to Thursday between the hours of 8:00am and 8:00pm Eastern.  
Friday between the hours of 8:00am and 7:00pm Eastern.  
Customer Service Hours excluding statutory holidays, Remembrance Day and two additional days between Christmas and New Years (notification will be provided).

### Customer Service Hours Summer (Victoria Day to Labour Day)

Monday to Thursday between the hours of 8:00am and 8:00pm Eastern excluding statutory holidays  
Friday between the hours of 8:00am and 6:00pm Eastern excluding statutory holidays.

## **1.6 DISPUTE RESOLUTION**

In the event that a dispute arises with any Customer who is not the building owner (including a condominium corporation) who has contracted with PRIORITY, such Customers must use the following method for resolving the dispute with PRIORITY:

Step 1 The Customer must set out the nature of the dispute in writing. To do so, the Customer must email PRIORITY at info@prioritymeter.com or write a letter to:

Attn: Customer Service Division  
Priority Submetering Solutions Inc.  
1465 Pickering Parkway, Suite 100  
Pickering, ON, L1V 7G7

Step 2 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 1, the matter will be referred to PRIORITY's management for review and direct follow up with the Customer.

Step 3 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 2, the Customer may refer the matter to the Customer Relations Centre of the OEB.

PRIORITY shall keep a record of all complaints, whether resolved or unresolved, including an outline of the nature of the complaint or dispute and details of the resolution of the complaint.

Customers are required to make payment of all amounts billed by PRIORITY, even if there is a dispute about those amounts. Non-payment by a Customer in these circumstances entitles PRIORITY to make use of the disconnection procedures detailed herein. In the event that the resolution of the dispute results in a determination that there has been an overpayment by the Customer, then PRIORITY will refund or credit all amounts overpaid, with any applicable interest.

## **SECTION 2 – GENERAL ACTIVITIES**

### **2.1 SECURITY DEPOSIT PROCEDURE**

PRIORITY retains the right to collect a security deposit from any Customer to secure charges that PRIORITY will process in the future. Security deposits may be collected when a Customer applies for service, or, when they fail to maintain a good payment history.

When a Customer applies for service, PRIORITY may require the payment of a security deposit, unless the Customer qualifies for an exemption from payment of a security deposit. A security deposit to a residential customer will be waived under the following circumstances:

- a) A letter is provided from another Canadian electricity or gas distributor, or, another Canadian smart sub-metering company confirming the Customer's good payment history within the past twenty-four (24) months. The definition of a good payment history is a customer with no more than one disconnection letter being sent, no disconnection/reconnection trip occurring and no more than one non-sufficient funds (NSF) for either a bad cheque or pre-authorized payment has occurred; or
- b) The Customer signs up with PRIORITY to use pre-authorized payment for its account.

PRIORITY may require a security deposit from all non-residential Customers.

If new Customers have no payment history with PRIORITY, then PRIORITY will determine the amount of the security deposit based on estimated electricity consumption, or, on electricity consumption of a similar customer as determined by PRIORITY. PRIORITY will use a billing factor (a multiplier of the estimated Customer bill) to determine the total amount of the security deposit. The billing factors are as follows:

- a) 2.5 for Customers that are billed monthly;
- b) 1.75 for Customers that are billed bi-monthly.

The minimum security deposit is \$100. Security deposits will be accepted in any available means acceptable by PRIORITY, including cash or cheque. Security deposits may be paid by a Customer in four equal installments over four months.

In the event that a Customer fails to pay its security deposit, then PRIORITY may treat this as a non-payment that is subject to PRIORITY's disconnection policy, as set out herein.

If a Customer maintains a good payment history, for the following periods of time:

- a) Residential customers – 1 year;
- b) Non-residential customers with less than 50 kW demand – 5 years;
- c) Non-residential customers with 50kW demand or higher – 7 years.

then the Customer's security deposit will be refunded, with interest (calculated in accordance with the Smart Sub-Metering Code). All security deposits that are refunded will be done so as a credit on the Customer's bill from PRIORITY. Should PRIORITY still be holding the security deposit at the time of the final bill to the Customer, PRIORITY will apply the deposit to the final payment owing by the Customer. Should a deposit amount be left over after final application of the deposit to the final bill PRIORITY will issue a cheque to the customer within six weeks of the final billing date. Any interest accrued will be refunded as a part of the deposit.

Customers are considered to have good payment history when all of the following conditions are met:

- a) No more than one disconnection notice has been sent;
- b) No disconnection / reconnection trip has occurred; and
- c) No more than one non-sufficient funds (NSF) for either a bad cheque or pre-authorized payment has occurred.

PRIORITY will review Customer security deposits once per year, to determine whether there is a good payment history that qualifies the Customer for the return of its security deposit.

Where a Customer who does not have a current security deposit with PRIORITY fails to maintain good payment history, then PRIORITY may require a security deposit from the Customer in order to continue to provide service. That security deposit will be calculated based on the Customer's estimated bill multiplied by the billing factor set out above. Customers who have received two or more disconnection notices in a twelve (12) month period may be required to pay a security deposit calculated based on the Customer's highest actual bill over that period multiplied by the applicable billing factor.

Security deposits cannot be used for payment of an outstanding account, whether in part or in whole, and may only be applied to an account when that account is closed or the deposit is refunded.

## **2.2 BILLING PERIOD**

PRIORITY maintains the right to produce bills on a monthly, bi-monthly, quarterly or annual basis. Bills for the use of any utility may be produced on either a metered or flat rate. Should a dispute arise about a meter reading the Customer must contact PRIORITY and follow the dispute resolution process contained in section 1.6

## **2.3 PAYMENT REQUIREMENTS**

PRIORITY prepares and sends bills to Customers for the energy services, including the delivery and supply of electricity, provided to the Customers. Bills produced by PRIORITY are due in full on the indicated due date and full payment must be received at PRIORITY'S office by the due date. Bills that are not paid in full by the due date are subject to late payment and administration charges, as well as to PRIORITY's disconnection policy.

## **2.4 AGREEMENTS**

PRIORITY requires an executed agreement with a building owner (including a condominium corporation) before initializing the smart sub-metering services (including the delivery and supply of electricity) to that building and the units therein. PRIORITY also requires all Customers and Consumers within each building it serves to enter into an agreement with PRIORITY to receive smart sub-metering services. In any event, regardless of whether a signed agreement exists, PRIORITY has an implied agreement, consistent with these Conditions of Service, with any Customer or Consumer to whom PRIORITY provides smart sub-metering services. A Customer or Consumer who uses electricity supplied and/or delivered by PRIORITY shall be liable for payment of PRIORITY's bill, even in the absence of a signed agreement. All Customers and Consumers are subject to these Conditions of Service, regardless of whether they have signed any agreement with PRIORITY. Any implied agreement as stated in this section shall be binding upon any administrators, executors, heirs, successors or assigns of the person or persons who receive the electricity supplied by PRIORITY.

## **2.5 TENANT BILLING**

All accounts with PRIORITY for a unit within a building must be originally set up in the Unit Owner/landlord's name. Upon PRIORITY being contacted by a tenant to assume responsibility for an account, PRIORITY will issue a final bill to the Unit Owner/landlord and add the tenant's name to the account. The Unit Owner/landlord's name must always remain on the account (and the Unit Owner/landlord will be jointly responsible for the account, along with the tenant) until a new Unit Owner/landlord is established.

An account setup fee will be billed upon original setup of the account and when setting up a new tenant account or new Unit Owner/landlord account. If there is no new tenant upon the current tenant leaving,

the account will revert back to the Unit Owner/landlord. The current Unit Owner/landlord will not be charged another account setup fee. Monthly bills from PRIORITY for service charges and electricity to the unit will continue to be sent to the Unit Owner/landlord until a new tenant assumes responsibility of the account, even though the unit may be unoccupied.

## **2.6 DISCONNECTION / RECONNECTION**

PRIORITY reserves the right to disconnect the supply of electricity to any Customer (either a building owner, or any Unit Owner) for any of the following reasons:

- a) Inability of PRIORITY to perform planned inspections and/or maintenance;
- b) Contravention of the laws of Canada or the Province of Ontario;
- c) Failure of the Consumer or Customer to comply with a directive of PRIORITY that PRIORITY makes to a Customer or Consumer for the purposes of meeting its Licence obligations;
- d) At the request of the Customer;
- e) Unauthorized use of electricity by any Customer or Consumer;
- f) Outstanding payments owed by any Customer or Consumer to PRIORITY (in accordance with the Disconnection policy set out herein);
- g) Any other conditions identified in PRIORITY'S Conditions of Service document.

PRIORITY may disconnect the Customer's supply of electricity without notice in accordance with a court order, for an emergency or for safety or system reliability reasons. PRIORITY shall not be liable to any Customer or Consumer for any claims relating to the disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the disconnection of service.

Reconnection of service shall only occur after the reason for disconnection of service has been addressed to the satisfaction of PRIORITY. The Customer must schedule a time for reconnection of service, and the Customer or a representative must be present at the premises at the time that electricity service is restored. Administration charges will be included on the Customer's next bill for the disconnection and reconnection. If electrical service has been disconnected for a period greater than six (6) months, the Electrical Safety Authority must inspect the premise before PRIORITY can reconnect the service. All charges incurred for the inspection by the Electrical Safety Authority must be paid for by the Customer.

### **2.6.1 Disconnection For Non-payment of Account**

PRIORITY'S bills are to be paid in full by the stated due date, otherwise late payment and administration charges may apply. Generally, PRIORITY'S bills are due 16 days after they are rendered. Bills due on Saturday or Sunday are automatically moved to the Monday following. Any outstanding amounts owed to PRIORITY may be subject to a collection process and the disconnection of electricity service if all outstanding amounts, including any security deposits owing, are not paid within 15 days of the original due date.

PRIORITY may issue an arrears notice that the Customer's account is in arrears, if payment is not received within 8 days of the original due date. PRIORITY also reserves the right to contact the Customer by phone, email, or directly at their premises at the option of PRIORITY. If these actions do not initiate a payment from the Customer, a disconnection notice may be sent, on or after the 15<sup>th</sup> day following the original due date stating that electricity service will be disconnected in one week if satisfactory payment is not received in PRIORITY'S office by that time.

If Customer provides PRIORITY with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Customer or on the physical health of the Customer's spouse, dependent family member or other person that regularly resides with the Customer, then PRIORITY will not disconnect electricity service for that Customer until 60 days after the date on which the disconnection notice is sent to that Customer.

If payment is not received as required, then PRIORITY may proceed to disconnect electricity service to the Customer without any further notice. PRIORITY will leave a Fire Safety Notice at the Customer's premises upon disconnection of service.

The electricity service will only be reconnected following payment being received by PRIORITY as stated on the disconnection notice. The Customer must schedule a time for reconnection of service, and the Customer or a representative must be present at the premises at the time that electricity service is restored. Administration charges will be included on the Customer's next bill for the disconnection and reconnection.

The disconnection of service to a Customer by PRIORITY does not relieve the Customer of the liability to pay to PRIORITY, in full, any amounts already owing or for disconnection/reconnection, administrative and collection charges. PRIORITY shall not be liable for any claims relating to the disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the disconnection of service.

### **2.6.2 Collection for Non-payment of Account**

Should the Customer remain in arrears or fail to perform its obligations, PRIORITY may, at its sole discretion in addition to any other remedy it may have, discontinue service or terminate any agreement to provide services to the Customer. PRIORITY may take all necessary steps to collect outstanding amounts including legal action or sending accounts in arrears to a collection agency. Accounts sent to a collection agency will be subject to a collection charge. PRIORITY shall not be liable for any claims or damages related to any alteration of the Customer's credit rating resulting from PRIORITY'S collection process.

### **2.6.3 Disconnection Requested By Customer**

Should the Customer wish to disconnect electricity service, PRIORITY must be notified in writing, at which time PRIORITY will fulfill the request as soon as reasonably possible. Customers requesting this

service will do so at the Customer's expense and must pay PRIORITY in advance of electrical service being disconnected. Although electrical service is disconnected, the Customer will still receive monthly bills from PRIORITY for service and administrative fees. PRIORITY shall not be liable for any claims relating to the disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the disconnection of service.

#### **2.6.4 Notification of Interruption of Service**

PRIORITY, whenever possible, will notify Customers of planned outages of electricity services. PRIORITY may not be able to provide Customers with notice of any such electrical outages if such outages are unplanned or due to an emergency situation.

#### **2.6.5 Life Support/Medical Equipment**

Customers requiring power for medical or life support purposes must provide their own equipment designed for their needs. PRIORITY requires that any Customer requiring uninterrupted electricity for these purposes inform PRIORITY in writing of their needs. It is the responsibility of the Customer to keep PRIORITY up to date with accurate information should that information change. The upkeep of such medical or life support equipment is the responsibility of the Customer. The Customer must also inform PRIORITY of any permanent emergency generation device attached to any part of the premises metered by PRIORITY.

### **2.7 METERING**

PRIORITY may supply and install and shall operate smart sub-meters in each building that it serves, and PRIORITY will provide for individual metering of all units contained within the premises. In the event that PRIORITY supplies and installs the smart sub-meters, then PRIORITY is the owner of the smart sub-meters and no Customer has any ownership right in those smart sub-meters and they do not constitute part of the building or its common elements. In that case, the building owner must provide an unobstructed and safe location for the installation of the individual metering acceptable to PRIORITY and the location of a smart sub-meter for any Customer shall be in compliance with the original equipment manufacturer's design specifications.

#### **2.7.1 Meter Access**

The Customer must provide or make available, unobstructed and safe access to any representative of PRIORITY, or their authorized contractors for the purposes of meter reading, meter maintenance, meter recertification, meter inspection, meter repair, disconnection or reconnection of electricity supply.

### **2.7.2 Meter Care**

The Customer shall be responsible for the safe keeping and care of any smart sub-meters on the Customer's property. No person, except those authorized by PRIORITY may connect, remove, adjust or interfere in any way with the smart sub-meters. Should the Customer learn that any of the smart sub-meters have become damaged, altered or disconnected, the Customer must inform PRIORITY immediately. Should any smart sub-metering equipment require repair or replacement, the Customer (building owner) will be liable to pay PRIORITY the value of such equipment or the cost of repairing the equipment at the option of PRIORITY, as well as any damages (including lost of revenue) suffered as a result.

### **2.7.3 Meter Change Outs**

Meters are recertified or replaced according to Measurement Canada policies and standards. The Customer shall ensure that PRIORITY has unobstructed and safe access to all smart sub-meters at the Customer's property.

### **2.7.4 Meter Reading**

The Customer shall give PRIORITY, and its authorized contractors, access to the Customer's property and electronic access to the smart sub-metering equipment for meter readings purposes. If a reading cannot be attained, the Customer's bill will be estimated based on the historical consumption of metered usage.

### **2.7.5 Final Meter Reading**

The Customer shall notify PRIORITY a minimum of five (5) business days before their final move out date in order for PRIORITY to arrange for a final meter reading and the transfer of the account to a new Unit Owner or Customer. Move out information must be received in writing in order to be processed with the appropriate forwarding information. Should the Customer fail to notify PRIORITY of their intention to terminate service, the departing Customer may be held responsible for all fees and charges for service to the premises that the Customer had occupied until such time that proper move out information is submitted to PRIORITY.

### **2.7.6 Meter Dispute Testing**

Metering inaccuracy is quite rare, and in most cases PRIORITY and the Customer can resolve inquiries that involve meter disputes without the involvement of Measurement Canada. PRIORITY will first review the account with the Customer to investigate if there is a billing error or meter reading error.

PRIORITY shall forward a chart to the Customer of their daily meter readings, if available, for the period in question for their review.

If the Customer is not satisfied with the result of the initial investigation, PRIORITY will then arrange with the Customer for a site visit to further investigate the meter for a fee. If the Customer is still not satisfied additional tests can be provided to the Customer for additional fees. If after all tests by PRIORITY are exhausted, the Customer is still not satisfied with the result, PRIORITY will inform the Customer that their only way to resolve the dispute is to refer the matter to Measurement Canada.

Measurement Canada has the final jurisdiction in matter regarding the accuracy of meters, installation and billing. The Customer will be responsible for any and all Fees associated with the investigation if the dispute is dismissed by Measurement Canada. If Measurement Canada rules in favour of the Customer, PRIORITY will refund the Meter Dispute Charge to the Customer.

## **2.8 CHARGES**

### **2.8.1 Deposits**

PRIORITY has outlined its security deposit procedure in section 2.1.

### **2.8.2 Billing Charges**

PRIORITY will bill Customers for services provided, including their electricity usage (including commodity, delivery, regulatory and debt retirement charges), and will bill a monthly administration fee to Customers. The bills rendered by PRIORITY to Customers will set out all amounts owing, in such form as required by the OEB. Customers are entitled to meter data information related to their account, and PRIORITY will provide such information on request. Charges for monthly administration and miscellaneous charges can vary per property and are available upon request by the Customer. In addition to monthly administration charges to the Customer, the following are a list of miscellaneous charges that may appear on a bill (other charges not listed may also apply):

- Account Setup Fee
- Security Deposit
- Non Sufficient Funds Charge (NSF)
- Meter Dispute Charge
- Late Charge
- Disconnection / Reconnection Charge
- Statement of Account
- Service Call Charge

### **2.8.3 Estimating Bills**

PRIORITY will make every reasonable attempt to obtain regular meter readings for the Customer. In the event that PRIORITY cannot obtain actual meter readings, the Customer's bill will be estimated based on the historical consumption of metered usage.

### **2.8.4 Prorated Billing**

Bills for the Customer will only be prorated for the first and final bills produced. The charges for the Customer's first and final bills will be calculated using a ratio calculation based on the number of days of occupancy by the Customer. For these purposes a month will be considered 30 days.

### **2.8.5 Payment Methods**

PRIORITY offers many convenient methods for Customers to pay their bills. The following are a list of acceptable payment methods which PRIORITY accepts:

- a) Internet or telephone banking at your Canadian financial institution;
- b) Cheque or money order received by mail or at our 24-hour drop box at 1465 Pickering Parkway, Suite 100, Pickering, Ontario, L1V 7G7;
- c) Payment at any major Canadian financial institution;
- d) Credit Card payment by VISA or MasterCard (a service charge of \$5.95 per every \$250.00 will be applied for using this payment option); or
- e) Pre-Authorized Payment Plan.

### **2.8.6 Pre-Authorized Payment**

PRIORITY offers a Pre-Authorized Payment Plan where the Customer authorizes PRIORITY to withdraw the amount due on their bill on the due date. Customers participating in the Pre-Authorized Payment Plan will continue to receive a bill from PRIORITY as a record of payment. Should the Customer's account return a non-sufficient funds (NSF), then PRIORITY may take actions consistent with its security deposit and disconnection procedures, as detailed herein.

To sign up for Pre-Authorized Payment, Customers must fill out a Pre-Authorized Payment form located on our website at [www.prioritymeter.com/on](http://www.prioritymeter.com/on) under the *My Account* section, and send a void cheque to our office.

### **2.8.7 Credit Refunds**

Upon the Customer receiving a final bill, PRIORITY will refund overpaid amounts only if those amounts exceed \$5.00 including applicable tax.

### **2.8.8 Post Dated Cheques**

Cheques received by PRIORITY are to be dated the day of receipt at PRIORITY's office or before. Post dated cheques will incur a \$15.00 charge for processing.

### **2.8.9 Information of the Customer**

At no time will PRIORITY disclose any personal information about a Customer to a third party without the written consent of the Customer. The identified parties with access to information of the Customer will be stated in the Agreement between PRIORITY and the Customer.

## **2.9 Force Majeure and Disruptions of Electricity Supply**

PRIORITY will make reasonable best efforts to ensure a continuous supply of electricity, but will not be responsible to any Customer or any other party for any claims, loss or damage resulting from any disruption in the supply of electricity, or variation in electricity voltage or frequency. Neither PRIORITY nor any Customer will be in default of their obligations to the other party during any period where performance of such obligations is prevented by conditions beyond the control of the party (force majeure).

## **SECTION 3 – DEFINITIONS**

“Agreement” means a contract between the Smart Sub-metering Licensee and the Customer for the supply of electricity or other products or services the Licensee provides. The consumption and/or supply of electrical energy shall be deemed acceptance of such contract;

“Board” or “OEB” means the Ontario Energy Board;

“Connection” means the process that is carried out and the attached assets to distribute electricity to a Customer;

“Consumer” means a person who uses or consumes, for the person's own consumption, electricity that they did not generate;

“Customer” means a person that has contracted for or intends to contract for the individual metering of electricity to unit(s) within a multi-unit building that may be a condominium or rental property. Customer includes the owner of the multi-unit building, including condominium corporations;

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

“Licence” means the licence issued by the OEB to PRIORITY to engage in the commercial offering or the commercial provision of smart sub-metering systems, equipment and technology and any associated equipment, systems and technologies and any associated services;




“Licensee” means Priority Submetering Solutions Inc.;

“Unit Owner” means either the person, persons or company owning units in the building where the smart sub-metering system is installed;

“Rate” means any rate, whether financial, miscellaneous charges or other including penalty for late payment.

## APPENDIX A APPLICATION FOR SERVICE

If you are applying for a new service with PRIORITY please complete the following form. For up to date move-in and pre-authorized payment forms please visit our website at [www.prioritymeter.com/on](http://www.prioritymeter.com/on) under the *My Account* section.

<a href="#">Print Form</a>			
	<b>1465 Pickering Pkwy, Suite 100</b> <b>Pickering, ON, L1V 7G7</b> <b>Toll Free: 1-866-836-3837 Fax: 905-837-6578</b> <b>Email: <a href="mailto:info@prioritymeter.com">info@prioritymeter.com</a></b> <b><a href="http://www.prioritymeter.com">www.prioritymeter.com</a></b>		
<b>Utility Sub-Metering Agreement</b>			
<i>Note: All Fields With An Asterisk (*) Are Required To Be Filled In</i>			
ACCOUNT NAME	SURNAME*	GIVEN NAME*	Date of Birth*
SITE ADDRESS	STREET*	SUITE #*	
	CITY*	PROVINCE*	POSTAL CODE*
MAILING ADDRESS IF OTHER THAN ABOVE	STREET	SUITE #	
	CITY	PROVINCE	POSTAL CODE
CONTACT INFO	HOME #*	WORK #	EXT.
	MOBILE #	E-MAIL*	
PLEASE CHECK THE BOX THAT APPLIES*: <input type="checkbox"/> I PURCHASED THE UNIT <input type="checkbox"/> I AM RENTING THE UNIT			
LAWYER'S NAME*		PHONE #*	
OWNER'S NAME*		PHONE #*	
TENANT'S NAME (IF APPLICABLE)*		PHONE #*	
<small>All information submitted through this process will only be used by PRIORITY in connection with the supply of electricity submetering services to your building pursuant to a Utility Reading, Sub-Metering and Billing Services Agreement with the owner of the building. All information received by PRIORITY will be handled in accordance with our Privacy Policy, a copy of which can be found on our website.</small>			
<small>You agree to pay all amounts relating to the supply of electricity and related metering services for your suite. You acknowledge that charges may change from time to time. All bills are due on the date indicated, and you may be responsible for late payment charges and potentially disconnection of service if bills are not paid on time. You agree that you will be subject to PRIORITY's security deposit policy. You acknowledge and agree that if you are the Unit Owner of a suite that is leased or rented, and the Tenant does not pay amounts owing to PRIORITY, then you (the Unit Owner) are responsible to PRIORITY for those amounts. You acknowledge and agree that this Agreement, and the services provided, are subject to PRIORITY's Conditions of Service, which can be found on our website.</small>			
DATE OF CLOSING/ LEASE START DATE*			
<small>In consideration of the services to be provided by PRIORITY, I/we (who are the Owner and/or Tenant of the suite described above) agree to pay to PRIORITY, starting on the Effective Date, all costs and charges related to the supply and metering of electricity to my suite, and to be bound by the Terms and Conditions that relate to "the Customer" on the reverse side of this Agreement. I/we confirm that all of the information that we have provided above is accurate and true.</small>			
<input type="checkbox"/> OWNER*	Signature 	Date _____	
<input type="checkbox"/> TENANT* (IF APPLICABLE)	Signature 	Date _____	
*Please complete, sign, date and attach a void cheque in lieu of a deposit being charged on the first bill and return to Priority Submetering Solutions Inc.*			
<b>TO SUBMIT BY FAX:</b> <small>PLEASE CLICK THE <a href="#">PRINT FORM</a> BUTTON AT THE TOP OF THE PAGE, SIGN IN THE APPROPRIATE BOX AND FAX TO:          PRIORITY SUBMETERING SOLUTIONS INC.          ATTN: MOVE-IN          FAX: 905-837-6578</small>		<b>TO SUBMIT BY MAIL:</b> <small>PLEASE CLICK THE <a href="#">PRINT FORM</a> BUTTON AT THE TOP OF THE PAGE, SIGN IN THE APPROPRIATE BOX AND MAIL TO:          PRIORITY SUBMETERING SOLUTIONS INC.          1465 PICKERING PKWY, SUITE 100          PICKERING, ON L1V 7G7</small>	

Priority Submetering Solutions Inc. (PRIORITY) Terms and Conditions

This Agreement is effective upon execution by the Customer and receipt and acceptance by PRIORITY (which acceptance may be evidenced by the commencement of services to the Customer).

1. The Customer acknowledges that it will be bound by PRIORITY's Conditions of Service which can be found on PRIORITY's website at [www.prioritymeter.com/on](http://www.prioritymeter.com/on).
2. The Customer agrees to pay all amounts for the supply of electricity to the Unit and any related Fees and charges for metering, billing, administration and other matters, as described in PRIORITY's Conditions of Service document and/or in PRIORITY's Utility Reading, Sub-Metering and Billing Services Agreement with the owner of the building.
3. The amounts charged by PRIORITY for electricity supply, metering, billing and related services are as set out in its Conditions of Service and/or PRIORITY's Utility Reading, Sub-Metering and Billing Services Agreement with the owner of the building, and these amounts may change from time to time.
4. The Customer will be subject to PRIORITY's Security Deposit policy, and PRIORITY's policies related to late payments, which includes PRIORITY's disconnection rights. These policies are set out in PRIORITY's Conditions of Service. In connection with those policies, the Customer understands that PRIORITY reserves the right to disconnect electrical service for non-payment of an account, among other remedies available to PRIORITY. The Customer will be responsible for all charges relating to disconnection and reconnection of electrical service. In the event that the Customer is disconnected for non-payment, PRIORITY shall not be liable to the Customer for any claims relating to the disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the disconnection of service. The Customer waives all claims for any inconvenience, loss or damage that may be caused by PRIORITY disconnecting electrical service for any reason.
5. All accounts with PRIORITY for service to a Unit within a building must be originally set up in the Unit Owner's name. Should a Unit Owner wish to lease/rent the Unit, PRIORITY will issue a final bill to the Unit Owner and add the Tenant's name to the account. In that circumstance, the Tenant will be required to sign an Agreement with PRIORITY in the same form as the Unit Owner has signed. Thereafter, both the Tenant and the Unit Owner will be jointly responsible for all of PRIORITY's charges related to the Unit, although the bills for the Unit will be sent to the Tenant. The Unit Owner name must always remain on the account until a new Unit Owner is established.
6. The Customer acknowledges that they have notified PRIORITY in writing of any person or persons requiring uninterrupted electricity for the purposes of life support, life saving and/or medical purposes.
7. PRIORITY will make reasonable best efforts to ensure a continuous supply of electricity, but will not be responsible to any Customer or any other party for any claims, loss or damage resulting from any disruption in the supply of electricity, or variation in electricity voltage or frequency.
8. Neither PRIORITY nor any Customer will be in default of their obligations to the other party during any period where performance of such obligations is prevented by conditions beyond the control of the party (force majeure).
9. The Customer must notify PRIORITY five (5) business days before their final move out date in order for PRIORITY to arrange for a final meter reading and the transfer of the account to a new Unit Owner or Customer. The Customer is responsible for payment of its final account, including any arrears.
10. The Customer agrees that this contract will be binding upon its administrators, executors, heirs, successors and assigns.
11. Should PRIORITY discover at any point that the Sub-Meter System or any part thereof is reading incorrectly for any reason whatsoever, PRIORITY retains the right to bill any Recipient an adjusted amount based on PRIORITY's best estimate of the utility consumed for the period in question.

Agreement binding: By completing this form the applicant (hereinafter called the Customer) agrees that it will be responsible for all amounts billed to the Customer, by PRIORITY, for electrical consumption at the provided address.



1465 Pickering Parkway, Suite 100  
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**WANT TO PAY YOUR BILLS ON TIME –  
AND SAVE EVEN MORE TIME AND MONEY?**

With our Pre-authorized Payment option, your payment is made automatically on the payment due date and you don't even have to sign the cheque.

**Pay your bills the hassle-free way.**

**Save Money** --Forget about buying stamps, incurring late payment charges and reduce your bank bill payment costs

**Save Time** --Forget about writing cheques or making trips to the bank or post office to pay your bills.

**Save Worry**--Forget about cheques that get delayed in the mail or about missing your payment due date.

**How to Join**

1. Complete and sign the enrollment/authorization form below.
2. Attach your personal blank cheque marked "VOID".
3. Mail or deliver this enrollment/authorization form and void cheque to our office, **along with this month's payment.**

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**Pre-authorized Payment Authorization**

Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

I (we) authorize Priority Submetering Solutions Inc. to process a debit, in paper, electronic or other form in the amount of:

A Variable amount "X", with the "variable payment amount \$"x" being stated on a statement mailed to (us) 10 days before the debit date.

on my (our) account MONTHLY beginning \_\_\_\_\_ 20\_\_\_\_  
(mm / dd) (yy)

I (we) acknowledge that I (we) have read and understood all the provisions contained in the Terms and Conditions of the pre-authorized payment authorization and that I (we) have received a copy.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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Pickering, Ontario  
L1V 7G7  
Phone: 905-837-8548  
Fax: 905-837-6578  
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[www.prioritymeter.com](http://www.prioritymeter.com)

#### PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS

"I, (we) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) and is provided in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the Rules of the Canadian Payments Association."

"I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below."

"I (We) hereby authorize ( Name of Payee ) to draw on ( Name of Payor ) account number \_\_\_\_\_ with (Processing institution), for the following purpose."

"This authorization may be cancelled at any time upon 7 days notice by ( Name of Payor ). I(We) acknowledge that, in order to revoke this authorization, I(We) must provide notice of revocation to ( Name of Payee )."

"I (We) acknowledge that provision and delivery of this authorization to ( Name of Payee ) constitutes delivery by (Name of Payor ) to (Processing Institution ). Any delivery of this authorization to you constitutes delivery by ( Name of Payor )."

"I (We) undertake to inform ( Name of Payee ), in writing, of any change in the account information provided in this authorization prior to the next due date of the PAP."

"I (We) acknowledge that ( Processing Institution ) is not required to verify that a PAP has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount."

"I (We) acknowledge that (Processing Institution) is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by ( Name of Payee ) as a condition to honouring a PAP issued or caused to be issued by ( Name of Payee ) on ( Name of Payor ) account."

"Revocation of this authorization does not terminate any contract for goods or services that exists between ( Name of Payor ) and ( Name of Payee ). The Payor's Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged."

"A PAP may be disputed by a Payor under the following conditions:

1. The PAP was not drawn in accordance with the Payor 's Authorization; or
2. The authorization was revoked; or
3. Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the Processing Institution holding the Payor's account up to and including 90 calendar days in the case of a personal household PAP (or up to and including 10 business days in the case of a business PAP), after the date on which the PAP in dispute was posted to the Payor's account.

The Payor acknowledges that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any PAP after (90 calendar days in the case of a personal/household PAP or 10 business days in the case of a business PAP)."