



# Conditions of Service

March 19, 2020

Revision #2020-02 Sept 1, 2020

Wyse reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.



## Contents

1.	PREFACE.....	3
2.	GLOSSARY OF TERMS.....	3
3.	INTRODUCTION .....	5
3.1	Identification .....	5
3.2	Related Codes and Governing Laws .....	5
3.3	Interpretation.....	6
3.4	Amendments and Changes .....	6
3.5	Contact Information .....	6
3.6	Wyse’s Rights.....	7
3.7	Consumer Complaint and Dispute Resolution Process.....	7
3.8	Contracts .....	10
3.8.1	Utility Services Contracts .....	10
3.8.2	Implied Contract .....	10
3.8.3	Payment by Building Owner .....	11
3.9	Disconnection and Reconnection.....	11
3.9.1	Reasons for Disconnection .....	11
3.9.2	Disconnection and Reconnection Process and Charges .....	12
3.10	Disconnection without Notice.....	12
3.11	Metering.....	14
3.12	Meter Dispute & Testing .....	14
3.13	Security Deposits.....	14
3.14	Invoices and Billing.....	18
3.15	Payments.....	19
3.16	Payment Terms and Late Payment Charges Detailed.....	20
3.17	Consumer Information .....	21

## 1. Preface

The Unit Sub-Metering Code (USMC) is a code of conduct for Unit Sub-metering providers licensed by the Ontario Energy Board (OEB) to operate within the province. Wyse Meter Solutions Inc. (Wyse) is such a Provider. The USMC requires that Wyse produce its own "Conditions of Service" document (COS). The purpose of this document is to provide a means of communicating the types and level of service available to the Customers of Wyse. The Unit Sub-Metering Code requires that the Conditions of Service be readily available for review by the general public.

The Unit-Sub-Metering Code provides a template which outlines the minimum requirements for the content of these Conditions of Service. The form and layout of the Conditions of Service document are as required by the OEB.

Although these Conditions of Service are a license requirement for Wyse to operate within the Province of Ontario, the general practices and policies outlined within the document apply to all Wyse customers serviced throughout Canada.

## 2. Glossary of Terms

**“Board”** means the Ontario Energy Board (OEB).

**“Building”** means a multi-unit residential building or condominium building for which Wyse has contracted to provide sub-metering and related services.

**“Building Owner”** means the owner, developer, or condominium corporation of a Building, as applicable, which has contracted with Wyse to provide sub-metering and related services.

**“Conditions of Service”** means these Conditions of Service.

**“Consumer”** means a person who requires an account with Wyse in order to receive the Services.

**“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.



**“Disconnect/Collect Trip”** is a visit to a Consumer’s premises by an employee or agent of Wyse to demand payment of an outstanding amount or to shut off or limit the Services and/or the supply of a utility to the Consumer failing payment, in accordance with the applicable laws.

**“Distributor”** means a person who owns or operates a distribution system.

**“Electricity Act”** means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A as amended.

**“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.

**“Invoice”** means the monthly invoice issued to a Consumer;

**“Measurement Canada”** means the agency of Industry Canada responsible for prescribing measurement, service and other standards relating to the electricity distribution industry in Canada, and its successors and assigns.

**“OEB”** means the Ontario Energy Board.

**“OESP”** means Ontario Electricity Support Program

**“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 and/or any other regulator with jurisdiction over the provision of Submetering services to a Consumer.

**“Services”** means the sub-metering and billing services provided by Wyse; and

**“Sub-metering System”** means and includes all cables, wiring, conduit, panels, meters, monitors, plans, signage, equipment space, transmitters and all other equipment, fixtures and things as Wyse deems necessary for implementation of the Services in a Building.

**“Utility Services Contract”** means each Wyse individual contract with a Consumer and related documents between Wyse and each Consumer with which Wyse has contracted to perform Services, as the same may be amended by Wyse from time to time

### **3. Introduction**

#### **3.1 Identification**

Wyse Meter Solutions Inc. (“Wyse”) is a Corporation incorporated under the laws of the Province of Ontario to provide sub-metering and related services and is licensed by the Ontario Energy Board, Licence No. ES-2019-0173.

Nothing contained in these Conditions of Service or in any contract for the supply of sub-metering services by Wyse will prejudice or affect any rights, privileges, or powers vested in Wyse by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations there under.

#### **3.2 Related Codes and Governing Laws**

The supply of sub-metering services by Wyse to any Customer will be subject to various laws, regulations, and codes, including but not limited to the provisions of the latest editions of the following documents:

1. Unit Sub-Metering Code
2. Electricity Act, 1998
3. Ontario Energy Board Act, 1998
4. Energy Consumer Protection Act, 2010
5. Distribution System Code



In the event of a conflict between this document and the Sub-Metering License or regulatory codes issued by the OEB, the provisions of the Sub-Metering Code and associated regulatory codes will prevail in the order of priority indicated above.

### **3.3 Interpretation**

**3.3.1** Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document.

**3.3.2** Headings and paragraph numbers are for convenience of reference only and shall not affect the construction or interpretation of these Conditions of Service.

**3.3.3** Words in the singular number include the plural and vice versa and words importing the use of any gender shall include all genders where the context or party referred to so requires and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

### **3.4 Amendments and Changes**

Wyse will provide advance public notice of any pending changes to its Conditions of Service to its existing Consumers through bill messaging and posting a notice on its web site [www.wysemeter.com](http://www.wysemeter.com).

The notice will provide a proposed time-line of implementation of the changes.

Consumers may make written comment on the proposed changes to Wyse, who will review and respond in writing to each comment.

These Conditions of Service and any amendments hereto shall form part of any contract between Wyse and a Consumer, including an Utility Services Contract.

### **3.5 Contact Information**

#### **Head Office**

Wyse Meter Solutions Inc.  
2100 Matheson Blvd. E., Suite 201  
Mississauga, ON L4W 5E1  
Phone:416-869-3003  
Fax:416-869-3004

Customer Service phone: 1-800-672-1134  
Billing and Collections: 1-866-681-9465

Regular office hours are: **Monday to Friday, except statutory Holidays**



**9:00am – 5:00pm**

Billing Department Staff Hours: **Monday to Friday, except statutory Holidays**  
**8:30am - 4:30pm**

### **3.6 Wyse’s Rights**

Wyse has the rights and obligations with respect to a Consumer as set out in these Conditions of Service and any Utility Services Contract entered into by Wyse and a Consumer.

#### **3.6.1 Access to Property**

Wyse shall have access to the Customer’s property in accordance to these Conditions of Service, any Utility Services Contract or in accordance to Section 40 of the Electricity Act 1998. Customer shall permit, provide and maintain such access for Wyse.

#### **3.6.2 Safety of Equipment**

The customer shall not build, plant or maintain anything that would or could obstruct the safe operation of Wyse equipment or adversely affect compliance with any applicable legislation in the sole opinion of Wyse.

The customer shall not use or interfere with any Wyse equipment except in accordance with a written agreement with Wyse and only employees and agents of Wyse shall remove, alter, repair or inspect Wyse equipment.

#### **3.6.3 Right to Disconnect**

In accordance with section 3.9, Wyse has the right to disconnect a customer’s service.

### **3.7 Consumer Complaint and Dispute Resolution Process**

#### **3.7.1 Complaints Directly from Customers**

If a consumer makes a complaint to Wyse regarding its services, Wyse shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved within 10 business days, Wyse will inform the consumer that they may contact the Ontario Energy Board at



any time at 1-877-632-2727 or [ConsumerRelations@oeb.ca](mailto:ConsumerRelations@oeb.ca). Further information can be found on the OEB website at [www.oeb.ca](http://www.oeb.ca).

For a general complaint, customers should call the Wyse Customer Service Department toll free at 1-844-411-0663. If the Customer Care Representative cannot resolve the dispute, an internal process will be launched to escalate the complaint to an appropriate level within Wyse.

Customers will be provided full courtesy and opportunity to discuss their complaint with a person in Wyse who has suitable authority. Wyse's intent is that all complaints be resolved to the customer's understanding. In the event that Wyse cannot resolve the issue, the complaint may be made in writing (letter or email) to:

Wyse Meter Solutions Inc.

P.O. Box 95530 RPO Newmarket CTR

Newmarket, ON L3Y 8J8

Or

[billing@wyseutilities.com](mailto:billing@wyseutilities.com).

Written complaints will be considered formal and will be recorded and acted on in accordance with the provisions of Wyse's license, Section 3.3 of the Unit Sub-Metering Code. For the purpose of formal complaint record keeping, a complaint must:

Relate to service provided by Wyse, and be received in writing, either by e-mail or hard copy, and contain an expression of dissatisfaction, or a formal allegation against a party.

Eligible complainants include all consumers and properties that rely on the services of Wyse. These include, but are not limited to developers, landlords, property owners and tenants who are billed by Wyse for electricity consumption.

The escalation of unresolved complaints will normally be as follows:

Front line staff

Field Supervisor/Supervisor

Manager

Vice President

CEO

Ontario Energy Board\*





### 3.7.2 Complaints Received Through the Ontario Energy Board

In cases where a consumer complaint has been referred to Wyse from the Board and resolution of the complaint is reached, Wyse shall implement the resolution immediately and shall confirm this, in writing, to the Board.

Where a non-complaint issue from a consumer is forwarded to Wyse through the OEB E-Portal, Wyse shall respond directly to the consumer, in a timely manner. In such a case Wyse is not required to follow the process set out in sections 3.3.8 to 3.3.11 of the USMP Code.

Where a complaint is forwarded to Wyse through the OEB EPortal, Wyse shall provide, through the OEB E-Portal, a response to the complaint:

- (a) within two business days of the date of receipt of the complaint, where the complaint relates to the disconnection of a consumer's property or is otherwise identified as urgent by the Board when forwarding the complaint to Wyse; or
- (b) 10 business days of receipt of the complaint in all other cases.

Wyse's response will include the following:

- (a) all pertinent information regarding the complaint, including any relevant background information;
- (b) the steps taken by Wyse to investigate the complaint;
- (c) the steps taken by Wyse to resolve the complaint;
- (d) any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;
- (e) if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;
- (f) if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and

- (g) a copy of all relevant documents and communications between the consumer and Wyse in relation to the complaint.

Within five business days of being requested to do so, Wyse will provide, through the OEB E-Portal, such additional information beyond the information required by section 3.3.9 of the Code regarding Wyse's handling of a complaint as may reasonably be required by the Board in order to review and assess the matter.

Where section 3.3.9(f) of the Code applies and the steps for implementing the resolution were not all completed at the time Wyse provides its response, Wyse will confirm through the OEB EPortal once the resolution has been completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.

### **3.8 Contracts**

#### **3.8.1 Utility Services Contracts**

Wyse shall require all Consumers to enter into an Utility Services Contract for Services in a form and content satisfactory to Wyse.

#### **3.8.2 Implied Contract**

- (a) In all cases, notwithstanding the absence of a written Utility Services Contract with a Consumer, Wyse shall have an implied contract with any Consumer that receives Services from Wyse. The terms of the implied contract shall be deemed to be those found in Wyse's standard form Utility Services Contract, as amended from time to time.
- (b) The use of Services from Wyse constitutes a binding contract with Wyse, which includes these Conditions of Service and all terms hereunder. The person so accepting Services from Wyse shall be liable for payment for the same, and such contract shall be binding upon such person's heirs, administrators, executors, successors or assignees.
- (c) If Wyse has not received a request to open an account in the name of the occupant of a Unit in a Building, or in the event the utility is used by a person(s) unknown to Wyse, then the cost of the Services and for the utility consumed by such person(s) is due and payable by the owner(s) of such Building or unit, as applicable.

- (d) Should a unit owner choose to lease, sub-let, or rent their units, the account will remain in the owner's name care of the tenant. The owner will maintain responsibility for utility costs should their tenant fail to pay their utility bill.

### **3.8.3 Payment by Building Owner**

- (a) The Building owner is responsible for paying for the supply of all utilities from the Distributor to the owner's Building.
- (b) If the Building owner wishes to terminate the supply of electricity to its Building, it must first notify Wyse in writing.
- (c) Where a unit in a Building has been vacated by an occupant of the unit and Wyse has not been notified that a new occupant should be invoiced for the Services and contracted utilities supplied to the unit, Wyse will invoice the Building owner for the Services provided and contracted utilities supplied to the unit until such time as Wyse is notified by the Building owner or a new occupant of the unit that the new occupant should be invoiced for the Services and contracted utilities supplied to such unit.

## **3.9 Disconnection and Reconnection**

### **3.9.1 Reasons for Disconnection**

Wyse reserves the right to disconnect the Services and/or the supply of electricity to a Consumer for reasons not limited to:

- (a) contravention of the laws of Canada or the Province of Ontario, including Ontario's Electrical Safety Code;
- (b) adverse effect on the reliability and safety of the Sub-metering System or the exempt distributor's distribution system;
- (c) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Sub-metering System or the exempt distributor's distribution system;
- (d) a material decrease in the efficiency of the Sub-metering System or the exempt distributor's distribution system;

- (e) a materially adverse effect on the quality of distribution services received by an existing connection;
- (f) inability of Wyse to perform planned inspections and maintenance;
- (g) failure of the Consumer to comply with a directive of Wyse that Wyse makes for purposes of meeting its licence obligations; and
- (h) the Consumer owes Wyse money for Services or for a security deposit. Wyse shall provide the consumer a reasonable opportunity to provide the security deposit consistent with its security deposit policy as set out in these Conditions of Service.

### **3.9.2 Disconnection and Reconnection Process and Charges**

Immediately following the due date of an Invoice, steps will be taken to collect the full amount of the Invoice from the Consumer. If the Invoice is still unpaid three (3) days after the due date a late penalty will be applied to your account. A reminder noticed will be issued on the 4<sup>th</sup> day after the due date if payment has not been received. Seven days after receipt of the reminder notice a disconnection notice will be issued. Fourteen (14) calendar days after a disconnection notice (and other applicable public safety notices or information bulletins issued by public safety authorities to Wyse, including but not limited to the Fire Safety Notice of the Office of the Fire Marshal) has been given to the Consumer, the Services and/or supply of electricity may be disconnected and not restored until payment arrangements satisfactory to Wyse and in accordance to regulation have been made, including costs of reconnection. Wyse will attempt to contact the customer by phone or e-mail one last time to arrange payment, a minimum of 48 hours prior to any disconnection of service. Such discontinuance of the Services and/or supply of electricity does not relieve the Consumer of the liability for arrears or other applicable charges for the balance of the term of the contract, nor shall Wyse be liable for any damage to the Consumer's premises resulting from such discontinuance of Services and/or supply of electricity. Disconnection notices will be in writing and if sent by registered mail shall be deemed to be received upon delivery.

### **3.10 Disconnection without Notice**

Wyse may disconnect a Consumer without notice in accordance with a court order or for emergency, safety or system reliability reasons.

#### **3.10.1 Notification for Interruptions**



- (a) Although it is Wyse's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply of electricity to allow work on the Sub-metering System or electrical systems. Wyse endeavors to provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. Wyse shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.
- (b) During an emergency, Wyse may interrupt supply of electricity to a unit without notice in response to a shortage of supply of electricity or to effect repairs on Wyse's Sub-metering System or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

### **3.10.2 Notification to Consumers on Life Support**

- (a) Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform Wyse of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide Wyse is accurate and up-to-date.
- (b) With planned interruptions, the same procedure as prescribed in section 3.10.1 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Consumers (registered on life support) as their available backup power, Wyse will endeavor to contact these Consumers but will not be liable in any manner to the Consumers for failure to do so.

### **3.10.3 Emergency Interruptions for Safety**

Wyse will endeavour to notify Consumers prior to interrupting the supply of electricity. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or potentially damaging to Wyse or the public, the supply of electricity may be interrupted without notice.

### **3.11 Metering**

Wyse will supply, install, own, and maintain the Sub-Metering System. The location of the Sub-Metering System shall be in compliance with Wyse's specifications and as agreed to with the Building owner.

### **3.12 Meter Dispute & Testing**

**3.12.1** Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Consumer and Wyse without resorting to the meter dispute test.

**3.12.2** Either Wyse or the Consumer may request the service of Measurement Canada to resolve a dispute. If the Consumer initiates the dispute, Wyse will charge the Consumer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

**3.12.3** Meter errors resulting in a dispute request by the Consumer or Wyse will be dealt with according to Measurement Canada Standards.

### **3.13 Security Deposits**

Whenever required by Wyse including, but not limited to, as a condition of providing or continuing to provide Services, Consumers shall provide and maintain security in an amount that Wyse deems necessary and reasonable.

A deposit is required to provide security on the account in the event of non-payment and until which time the customer has established a good credit rating as per Wyse's deposit refund policy.

Wyse will not discriminate among Consumers with similar risk profiles or risk related factors except where expressly permitted under the OEB's Unit-Sub-Metering Code.

**3.13.1** Wyse may require a security deposit from a Consumer unless the Consumer has a good payment history of 1 year in the case of residential consumer or 3 years in the case of a non-residential consumer.



**3.13.2** The security deposit may be waived based on the following criteria:

- (a) The Consumer has a good payment history based on the most recent Consumer history with some portion in the most recent 24 months, during which time the Consumer:
  - had no more than one (1) notice of disconnection;
  - AND
  - had no more than one (1) payment returned for insufficient funds;
  - AND
  - had no Disconnect/Collect Trip.
- (b) For the purposes of providing proof of good payment history, the Consumer may provide a letter from an electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.
- (c) Customer chooses to go on Pre-Authorized Payment

**3.13.3** Despite section 3.13.2 (c) Wyse may require a security deposit from the consumer if within 12 months of enrollment in a pre-authorized payment plan,

- (a) the consumer terminates the plan;
- (b) the consumer receives more than one disconnection notice from the unit sub-meter provider;
- (c) more than one payment by the consumer has been returned for insufficient funds; or
- (d) a disconnect/collect trip has occurred.

**3.13.4** Wyse will advise a residential consumer that the security deposit requirement will be waived for an eligible low-income consumer. The consumer will be required to verify his/her low-income eligibility by confirmation from a Social Service Agency or Government Agency. Where Wyse is advised by a LEAP Intake Agency that the agency is assessing the consumer for eligibility as an eligible low-income customer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the LEAP Intake Agency.

- 3.13.5** Wyse will provide advance public notice of any changes to its security deposit policy set out in these Conditions of Service. Notice shall be, at a minimum, provided to each Consumer by means of a note on and/or included with the Consumer's Invoice.
- 3.13.6** If any of the preceding events occur due to an error by Wyse or another sub-metering provider, the Consumer's good payment history shall not be affected.
- 3.13.7** The maximum amount of a security deposit which Wyse may require a Consumer to pay shall be calculated in the following manner:
- (a) by multiplying Wyse's billing cycle factor by the Consumer's estimated Invoice based on the Consumer's average monthly load with Wyse during the most recent 12 consecutive months within the past 2 years, and
  - (b) where relevant usage information is not available for the Consumer for 12 consecutive months within the past 2 years, or where Wyse does not have systems capable of making the above calculation, the Consumer's average monthly load shall be based on a reasonable estimate made by Wyse.
- 3.13.8** The billing cycle factor is:
- (a) 2.5 if the Consumer is billed monthly;
- 3.13.9** Where a Consumer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, Wyse may use that Consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.
- 3.13.10** The form of payment of a security deposit for a Consumer shall be cash or cheque at the discretion of the Consumer, or such other form as is acceptable to Wyse.
- 3.13.11** The form of payment of a security deposit for a non-residential consumer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46 at the discretion of the consumer.
- 3.13.12** Wyse shall permit the Consumer to provide a security deposit in equal installments paid over six months. A Consumer may, in its discretion, choose to pay the security deposit over a shorter time period. Where a residential consumer has paid a security deposit in installments, the consumer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.
- 3.13.13** Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total security deposit required by Wyse.



The interest rate shall be at the prime lending rate as published on the Bank of Canada website less 2 percent, updated quarterly.

The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the Consumer or otherwise.

**3.13.14** Wyse shall review every Consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the Consumer as the Consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

**3.13.15** A Consumer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that Wyse undertake a review to determine whether the entire amount of the security deposit is to be returned to the Consumer, as the Consumer is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

**3.13.16** Where Wyse determines in conducting a review that some or all of the security deposit is to be returned to the Consumer, Wyse shall promptly return this amount with interest to the Consumer by crediting the Consumer's account.

**3.13.17** If after review it is determined that the security deposit needs to be adjusted upward, the amount required to bring the security deposit up to date will be added to the next regular Invoice and is payable by the due date of that Invoice. As with all outstanding balances payment arrangements that are satisfactory to Wyse may be made. Wyse shall permit the consumer to pay the adjustment amount in equal installments paid over a period of at least 6 months upon request.

**3.13.18** Wyse shall promptly return any security deposit received from the Consumer upon closure of the Consumer's account, subject to Wyse's right to use the security deposit to set off other amounts owing by the Consumer to Wyse. The security deposit shall be returned within six weeks of the closure of an account.

**3.13.19** Where all or part of a security deposit has been paid by a third party on behalf of a Consumer, Wyse shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:

- (a) the third party paid all or part (as applicable) of the security deposit directly to Wyse;



- (b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that Wyse return all or part (as applicable) of the security deposit to them rather than to the Consumer; and
- (c) there is not then any amount overdue for payment by the Consumer that Wyse is permitted to off set using the security deposit

**3.13.20** Wyse will not issue a disconnection notice to a residential consumer for non-payment unless Wyse has first applied any security deposit held on the account against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing. Wyse may request that the consumer repay the amount of the security deposit that was applied.

### **3.14 Invoices and Billing**

**3.14.1** Wyse shall render Invoices to Consumers on a monthly basis.

**3.14.2** The Consumer may dispute charges shown on the Consumer's Invoice or other matters by contacting and advising Wyse of the reason for the dispute in accordance with its dispute resolution process set out herein.

**3.14.3** First and final bills will have the service charge prorated based on a ratio between number of days occupied by the customer and a standard thirty (30) day month.

#### **3.14.4 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 Wyse 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, Wyse may apply the over-billed amount to the arrears first, and may credit or repay the balance to the Customer.

If Wyse 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, Wyse may require payment of the full amount on the next bill or on a separate bill.

These rules do not apply when Wyse 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.

Wyse 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.

### **3.15 Payments**

**3.15.1** Invoices are rendered for Services provided to the Consumer. Invoices are payable in full by the due date; otherwise, overdue interest charge will apply.

**3.15.2** The Wyse standard service charges set out in Appendix 1 hereto may be charged to the Consumer where applicable.

**3.15.3** Payments on Invoices may be made to Wyse by:

(a) Cheque or money order mailed with the remittance portion of the Invoice to:

WYSE METER SOLUTIONS INC.  
PO Box 95530B RPO Newmarket CTR  
Newmarket, ON L3Y 8J8

(b) At any major Canadian financial institution

(c) Credit (A service charge applies to payments using this method. Charges vary by card type.)

(d) ATM;

(e) Internet or telephone banking services offered by your bank; or



- (f) Wyse offers pre-authorized payments where the Invoice amount will automatically be deducted from the Consumer's bank account on the due date indicated on the Invoice. To apply for pre-authorized payments, Consumers must complete the Pre-Authorized Payment Plan Agreement available on Wyse's website [www.wysemeter.com](http://www.wysemeter.com).
- (g) A residential consumer may be eligible to enter into an arrears payment agreement with Wyse as prescribed by regulation. The consumer can contact Wyse for further details.

### **3.16 Payment Terms and Late Payment Charges Detailed**

**3.16.1** The Wyse billing is based on a 30 day cycle with meter readings taking place on day 30. Invoice processing begins day 1 of the new period, with validation, printing and mailing to be completed by day 3. Any Invoice information requiring a validation, edit or estimate will be processed and mailed by day 5.

**3.16.2** Payment Terms are net 20 days.

**3.16.3** Payment is expected to be received no later than day 23 to allow for mailing and bank processing of electronic payments.

**3.16.4** Late Payment Charges.

- (a) 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.
- (b) In the event payment is not received by day 23, interest charges of 1.5% will begin on outstanding amounts. On day 24 a reminder notice will be processed and mailed to the Consumer.
- (c) In the event payment has still not been received 7 days after the first reminder notice a disconnection notice will be issued to the Consumer indicating if full payment of the amount owing, in accordance to regulation is not made that electricity may be disconnected commencing 14 days after the disconnection notice. The disconnection window will be for 14 days from the commencement of the disconnection period.

**3.16.5** Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the Invoice outstanding at the due date.

**3.16.6** Outstanding bills are subject to the collection process and may ultimately lead to the Services and/or the supply of electricity being discontinued. Services and/or the supply of electricity will be restored once satisfactory payment has been made.



Discontinuance of service does not relieve the Consumer of the liability for arrears. Wyse shall not be liable for any damage on the Consumer's premises resulting from such discontinuance of the Services and/or the supply of electricity. A reconnection charge will apply where the Service and/or the supply of electricity has been disconnected due to non-payment.

**3.16.7** The Consumer will be required to pay additional charges for the processing of non-sufficient fund cheques.

**3.16.8** Consumers will be required to pay special charges, on request, which may arise from a variety of conditions such as

- (a) a change of occupancy charge will apply to all accounts taken over by a new Consumer;
- (b) it is sometimes necessary, for the Consumer's convenience, for a Wyse employee to visit a Consumer's premises to collect payment for an account. There will be a charge for this service;
- (c) a Consumer disconnected for non-payment shall be required to pay a reconnection fee; and

### **3.17 Consumer Information**

**3.17.1** Wyse shall collect, use and disclose Consumer information in accordance with Wyse's Privacy Policy (available on Wyse's website, [www.wysemeter.com](http://www.wysemeter.com)), applicable laws and pursuant to the consent of the Consumer set out in the Utility Services Contract.

## Appendix 1

### WYSE STANDARD SERVICE CHARGES

Wyse has adopted the standard charges as defined by The Ontario Energy Board for the following services.

	Description	Fee
<b>Account Set-Up Fee</b>	This is the cost for establishing a new energy account with Wyse. This cost also includes reading the meter on your move in day and reading the meter when you move out.	<b>\$50.00 for Residential Customers.</b> <b>\$100 for Commercial Customers.</b>
<b>Security Deposit</b>	<p>A security deposit may be charged to each Wyse customer.</p> <p>For electricity, the charge of \$130.00 is based on 2.5 times the average electricity bill. The security deposit can be waived if the resident chooses to sign up for the pre-authorized payment plan.</p> <p>For any other utility submetered by Wyse, each customer shall be charged \$130.00 per utility as a security deposit. This security deposit will be reduced to \$65.00 per utility if the resident chooses to sign up for the pre-authorized payment plan.</p> <p>Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Wyse account when the account is closed, before Wyse initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.</p> <p>Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Wyse for a minimum period of 1 year for residential customers or 3 years for non-residential customers.</p> <p>Interest shall accrue monthly on security deposits commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent.</p> <p>The interest accrued shall be paid out (including by application to the customer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the customer's account, whichever comes first.</p> <p>Upon final billing of an account, security deposits will be applied to the final bill, and any remainder will be refunded to the customer.</p>	<b>\$130.00 for Residential Customers. Waived for electricity , \$65 for all other utilities when you sign up for pre-authorized payment.</b> <b>\$800.00 for Commercial Customers \$400.00 when you sign up for pre-authorized payment.</b>
<b>Late Payment Charge</b>	Bills are payable in full by the due date (i.e., no earlier than 23 calendar days after the bill was issued); otherwise, overdue interest charges will apply. Where a partial payment has been made by the customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.	<b>1.5% of the outstanding amount monthly.</b>



	Description	Fee
<b>NSF Fee</b>	An NSF (non-sufficient funds) charge will be charged if the payment does not clear the bank.	<b>\$35.00 for the first occurrence and \$60.00 for each subsequent.</b>
<b>Reconnect Fee During Office Hours (8:30 am – 4:30 pm)</b>	A fee will be charged upon reconnection of a metered service based on a customer request, or for non-payment of arrears during office hours. The unit will be disconnected only after the resident/commercial tenant receives a reminder notice as well as a disconnection notice. A meter will only be reconnected once the arrears are paid in full or an arrears management agreement has been made.	<b>\$210.00</b>
<b>Reconnect Fee After Office Hours (4:30 pm – 8:30 am)</b>	A fee will be charged upon reconnection of a metered service based on a customer request, or for non-payment of arrears after office hours. The unit will be disconnected only after the resident/commercial tenant receives a reminder notice as well as a disconnection notice. A meter will only be reconnected once the arrears are paid in full or an arrears management agreement has been made.	<b>\$410.00</b>
<b>Meter Dispute Fee</b>	Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Wyse without a meter accuracy test. However, upon the request of a customer, Wyse will conduct a meter accuracy test. Wyse will charge the customer a meter dispute fee, if the meter is found to be accurate. Wyse, however will refund the fee and make necessary adjustments to the customer's bill if the meter is found to be inaccurate.  Either Wyse or the customer may request the involvement of Measurement Canada to resolve a meter dispute. If the customer initiates the dispute, Wyse will charge the customer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, Wyse will refund the fee and make necessary adjustments to the customer's bill.	<b>\$75.00/hr Minimum 4 hour call out</b>
<b>Collection of Account/Field Collection Charge</b>	This charge applies when a 7-day disconnection notice is delivered to a customer for an outstanding account. A collection of payment may or may not take place at this time.  OR  When Wyse needs to dispatch a field agent to the service location to collect a payment on a customer's request.	<b>\$25.00</b>
<b>Regulatory Assessment Fee</b>	This is a recurring charge to recover the cost of the annual assessment from the OEB for regulatory oversight. This fee is calculated annually and is subject to change in accordance therewith.	<b>\$0.37</b>
<b>Regulatory Administration</b>	This is a recurring charge to recover the costs associated with the implementation and management of regulatory program requirements. This fee is calculated annually and is subject to change in accordance therewith.	<b>\$0.61</b>
<b>Bad Debt Recovery</b>	Wyse shall calculate the annual bad debt and recapture this in the following year through the Bad Debt Recovery Rate.	<b>\$0.49</b>
<b>COVID Recovery Fee</b>	This is a temporary recurring charge to recover costs associated with COVID-19	<b>\$0.65</b>



