

Trilliant Networks (Canada) Inc.

Conditions of Service

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Conditions of Service

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SECTION 1 - INTRODUCTION

1.1 IDENTIFICATION OF TRILLIANT NETWORKS (CANADA) INC.

Trilliant Networks (Canada) Inc. ("**TRILLIANT**") operates a business of providing utility submetering services to multi-unit buildings in Ontario and is licensed as a unit sub-meter provider of electricity by the Ontario Energy Board (OEB). TRILLIANT operates in Ontario and installs, operates, and maintains sub-metering systems within the buildings it services, under contracts with building owners or condominium corporations ("**Master Consumers**").

1.2 RELATED CODES AND GOVERNING LAWS

TRILLIANT's operations are governed or guided by the latest editions of the following Codes and Acts: Electricity Act, 1998, Ontario Energy Board Act, 1998, Unit Sub-Metering License, Ontario Electrical Safety Code, Electricity and Gas Inspection Act and OEB Unit Sub-Metering Code

1.3 INTERPRETATION

In these Conditions of Service, 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 a gender include any gender.

1.4 AMENDMENTS AND CHANGES

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with the applicable laws, regulations and Codes listed in Section 1.2 (the "**Applicable Laws**"). The provisions of these Conditions of Service and any amendments thereto form part of the contract between TRILLIANT and applicable Customers, and between TRILLIANT and the applicable Master Consumers.

In the event of a conflict between this document and Acts and/or regulatory Codes issued by the OEB, the provisions of the Acts and Codes shall prevail. In the event of a conflict between an agreement TRILLIANT and a Customer and these Conditions of Service, or between an agreement between TRILLIANT and a Master Consumer, then these Conditions of Service shall prevail.

In the event of changes to these Conditions of Service, TRILLIANT will provide notice of the changes before they become effective and will post the current version of the Conditions of Service on its website (www.Trilliant.com). Upon request, TRILLIANT will provide any Customer with a written copy of these Conditions of Service.

1.5 CONTACT INFORMATION

Customers may contact TRILLIANT using one of the following methods:

- Telephone
- Customer Inquiries, Account Information, Billing, Collections (Monday to Friday, 9:00 a.m. to 5:00 p.m., excluding statutory holidays) 905-669-6223
- Facsimile 905-326-3277

- Mail to: Trilliant Networks (Canada) Inc.
20 Floral Parkway Unit 201
Concord, ON L4K 4R1
E-mail: service@trilliantinc.com

SECTION 2 – TRILLIANT BILLING PROCEDURES

2.1 BILLING CYCLE PERIOD

TRILLIANT may, at its option, render bills to its Customers on either a monthly, bi-monthly, quarterly, annual or other periodic basis. Bills for the use of utilities may be based on either a metered rate or a flat rate, as determined by TRILLIANT.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising TRILLIANT of the reason for the dispute. TRILLIANT will promptly investigate all disputes and advise the Customer of the results. TRILLIANT Dispute Resolution Procedure is set out in these Conditions of Service.

2.2 PAYMENT REQUIREMENTS

Bills to Customers are rendered for utilities consumption and related services. Bills are payable in full by the due date specified on the particular bill; 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.

Outstanding bills are subject to the collection process and may ultimately lead to the Customer's premises having a lien placed on it or disconnection of services.

Customers may be required to pay special charges, including (without limitation) those charges set out in Appendix 1 of these Conditions of Service.

SECTION 3 - OTHER PROVISIONS

3.1 CUSTOMER RIGHTS AND INFORMATION

A Customer has the right to be provided with meter data information applicable to their consumption. Customer information is collected subject to privacy regulations. Customers and authorized agents of Customers have the right to access current and historical usage information and data.

In the case of electricity billings, TRILLIANT will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Customer information cannot reasonably be identified, at no charge to another distributor, transmitter, the Independent Electrical System Operator ("IESO") or the OEB.

TRILLIANT may charge a fee for all other requests for aggregated information.

3.2 ACCESS AND REPAIRS

3.2.1 Access to Customer Property

TRILLIANT shall have access to Customer property with the same rights as a distributor under Section 40 of the *Electricity Act, 1998*.

3.2.2 Safety of Equipment

The Customer will comply with all aspects of the Ontario Electrical Safety Code with respect to ensuring that equipment is properly identified and connected for metering and operating purposes. The Customer will take whatever steps necessary to correct any deficiencies, in particular cross wiring situations, in a timely fashion.

The Customer shall not build or maintain or cause to be built or maintained any structure that would or could affect the safety, reliability, or efficiency of meters and meter components.

3.2.3 Operating Control

The Customer will provide a convenient and safe place, satisfactory to TRILLIANT, for installing, maintaining, and operating metering equipment in, on, or about the Customer's premises. TRILLIANT assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any persons over whom TRILLIANT has no control.

No person shall remove, replace, alter, repair, inspect or tamper with equipment of TRILLIANT except an employee or agent of TRILLIANT or another person lawfully entitled to do so.

Customers will be required to pay the costs of repairs or replacement of TRILLIANT equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its agents.

3.2.4 Repairs of Defective Customer Equipment

The Customer will be required to repair or replace any equipment owned by the Customer or otherwise under its control that may affect the integrity or reliability of meters and meter components.

3.2.5 Repairs of Customer's Physical Structures

Construction and maintenance and repairs of all structures housing and/or supporting the metering infrastructure, are the responsibility of the Customer.

The Customer is responsible for the maintenance and safe keeping conditions of its electrical, structural, and mechanical facilities located on private property.

3.3 CONVEYANCE OF UTILITIES

3.3.1 Interruptions to Supply

Although it is TRILLIANT policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a customer's supply to allow work on the meters or meter components. TRILLIANT will endeavor to provide the customers with reasonable notice of planned utility interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment. Customers requiring a higher degree of security than that of normal supply are responsible to provide their own back-up or standby facilities.

3.3.2 Power Quality

If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operations of the equipment until satisfactory remedial action has been taken. If the Customer does not take such action within a reasonable time, TRILLIANT may disconnect the supply of electricity to the Customer. TRILLIANT may seek reimbursement for the time spent in investigating the problem. It is the responsibility of the Customer to provide protection from voltage variations and transient operations.

3.3.3 General Metering

No person, except those authorized by TRILLIANT may remove, connect, alter, or otherwise interfere with meters, wires, or ancillary equipment. The Customer will be responsible for the care and safekeeping of TRILLIANT metering and related equipment in, on or about the Customer's property. If any metering equipment installed in, on or about the Customer's property is damaged, destroyed, or lost, the Customer will be liable to pay TRILLIANT the value of such equipment, or at the option of TRILLIANT, all cost of repairing the same.

The metering location shall be for the exclusive use of TRILLIANT. No equipment, other than that provided and installed for or by TRILLIANT may be installed in any part of the TRILLIANT metering work-space.

The Customer will be responsible to provide a proper power supply for all metering devices and components as per the TRILLIANT design.

When a disconnect device has been locked and tagged in the "OFF" position by TRILLIANT, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from TRILLIANT.

3.3.3.1 Metering Services Identification

The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

3.3.3.2 Working Space.

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with the Ontario Electrical Safety Code.

3.3.3.3 Meter Access

The Customer must provide or arrange free, safe and unobstructed access to any authorized representative of TRILLIANT for the purpose of meter reading, meter changing, meter inspection, meter repair, disconnection or reconnection.

3.3.3.4 Faulty Registration of Meters – Electricity

Metering electricity usage for the purpose of billing is governed by the federal *Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. TRILLIANT revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, TRILLIANT will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for all the energy supplied, a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by TRILLIANT, with due regard being given to any change in the characteristics of the installation and/or the demand. In circumstances involving Measurement Canada, if Measurement Canada determines that the Customer was overcharged, TRILLIANT will reimburse the Customer for the amount incorrectly billed as directed by Measurement Canada.

3.3.3.5 Measurement Disputes

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and TRILLIANT without resorting to a meter dispute test.

Either TRILLIANT or the Customer may request the service of Measurement Canada to resolve a measurement dispute. If the Customer initiates the dispute, TRILLIANT will charge the Customer a meter dispute fee. If the meter is found to be in-accurate and Measurement Canada rules in favor of the Customer, TRILLIANT will refund the fee.

3.4 TARIFFS AND CHARGES

Current charges by TRILLIANT are set out in Appendix 1 and are subject to change. These charges are in addition to charges by the local utility companies for consumption, distribution, delivery and related charges, and are in addition to charges made by TRILLIANT for providing its services to the subject property, pursuant to its agreement with the subject Master Consumer.

3.5 UTILITY SUPPLY DISRUPTIONS

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of utilities, TRILLIANT shall not be liable under any circumstances whatsoever for any damage or injury to persons or property, loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

3.6 FORCE MAJEURE

Neither TRILLIANT nor any Customer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, state of emergency, pandemic, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

SECTION 4 - SECURITY DEPOSIT

4.1 SECURITY DEPOSIT REQUIREMENTS

Security deposits must be paid to TRILLIANT using one of the following methods: (i) cash; (ii) cheque; (iii) money order; (iv) bank draft and (v) certified cheque.

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the Customer's average monthly load during the most recent twelve (12) consecutive months within the past two years. Where such 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. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant twelve (12) month period, that Customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years, will be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

- 2.5 for monthly billed Customers
- 1.75 for bi-monthly billed Customers
- 1.5 for quarterly billed Customers

The amount of the security deposit paid or required to be paid is referred to in these Conditions of Service as the **"Security Deposit"**. Where TRILLIANT provides its services to a Customer's premises in respect of electricity and other utilities, then the Security Deposit (paid or payable) shall be deemed to be divided into 2 separate and distinct components, as follows: 50% of the Security Deposit (paid or payable) with respect to such Customer shall be considered as a deposit with respect to the electricity service component (referred to in these Conditions of Service as the **"Electricity Deposit"**) and 50% of the Security Deposit (paid or payable) with respect to such Customer shall be considered as a deposit with respect to the other utility/utilities service component (referred to in these Conditions of Service as the **"Other Utility Deposit"**)

4.2 PAYMENT BY INSTALLMENTS

Non-residential Customers may pay their Security Deposits in 4 equal monthly installments. Residential Customers may pay their Security Deposits in 6 equal monthly installments, including where an existing Security Deposit has been applied against amounts owing as provided hereunder, and TRILLIANT requires the Customer to repay the amount of the applied Security Deposit, or where TRILLIANT has determined that the amount of the Security Deposit is deficient. Other than residential Customers in Ontario, TRILLIANT may require that any such repayments or additional Security Deposit be paid at the same time as the Customer's next bill.

4.3 WAIVER OF ELECTRICITY DEPOSITS

Electricity Deposits will be waived in full of the following conditions are met:

Good Payment History:

In the case of a residential Customer, if the Customer has demonstrated a good payment history of 1 year, and in the case of a non-residential Customer, if the Customer has demonstrated a good payment history of 3 years; provided that the time period to demonstrate good payment, history must be the most recent period of time and some of the time period must have occurred in the previous 24 months.

A Customer is deemed to have a good payment history unless, during the relevant time period: (i) the Customer has received more than 1 disconnection notice from TRILLIANT; (ii) more than 1 cheque or more than 1 pre-authorized payment provided to TRILLIANT has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) TRILLIANT has applied a security deposit against an amount owing by the Customer at the time and TRILLIANT requested the Customer to repay the amount of the security so applied.

A Customer is also deemed to have a good payment history if the Customer provides a letter from a licensed electricity distributor or gas distributor in Canada confirming a good payment history with that distributor during the relevant time period; or

Eligible Low-Income Customers:

In the case of a residential Customer in Ontario, if the Customer is an eligible low-income Customer and the Customer requests a waiver of the applicable Electricity Deposit and meets the applicable waiver conditions under the OEB Unit Sub-Metering Code.

Pre-Authorized Payment Plan:

A new residential Customer who has not been served by TRILLIANT in the previous 24 months, can enroll in a pre-authorized payment plan and no Electricity Deposit shall be required. TRILLIANT may require an Electricity Deposit from the pre-authorized Customer if: within 12 months of enrollment in a

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

This does not apply if any of the events listed in paragraphs (b) to (d) occurred due to an error by TRILLIANT.

Requirements to submit Other Utility Deposits will not be waived by TRILLIANT.

4.4 REFUND OR APPLICATION OF SECURITY DEPOSITS

Good Payment History: A Customer is entitled to a refund of the applicable Electricity Deposit if the Customer has demonstrated a good payment history with TRILLIANT for a minimum period of one (1) year for residential Customers or three (3) years for non-residential Customers. Upon a Customer's request and provided that such request is made no earlier than twelve (12) months after the payment of a Electricity Deposit or after the previous similar request, TRILLIANT will review the Customer's account to determine whether the Electricity Deposit will be refunded to the Customer or adjusted to reflect the maximum amount of Electricity Deposit required by TRILLIANT in accordance with these Conditions of Service.

Interest on Electricity Deposit: Interest shall accrue monthly on Electricity Deposits, commencing upon receipt of the total deposit required. The annual interest rate on such Electricity Deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada from time to time, less 2 percent per annum. The interest accrued shall be added to the applicable Electricity Deposit (or applied to the Customer's account) at least every 12 months, upon a refund or application of the Electricity Deposit, or upon closure of the Customer's account, whichever comes first.

Application of Security Deposits: Security deposits shall not constitute payment of an outstanding account, in whole or in part, but will be applied to amounts owing on an TRILLIANT account when the account is closed, upon non-payment of a bill issued by TRILLIANT, or otherwise in accordance with Applicable Laws.

Refund Upon Account Closing: Upon final billing of an account, Security Deposits, plus applicable interest, will be applied to the final bill, and any remainder will be refunded to the Customer within six (6) weeks of closure of the account. Security Deposits paid other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the Customer.

SECTION 5 – FURTHER REMEDIES

5.1 DISCONNECTION RIGHTS

Where permitted in the agreement between TRILLIANT and the applicable Master Consumer(s), TRILLIANT may have rights to disconnect in certain situations, and accordingly, TRILLIANT reserves the right to disconnect the supply of utilities for causes including, but not limited to:

- Contravention of any Applicable Laws.
- Adverse effect on the reliability and safety of the sub-metering system.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system;
- A material decrease in the efficiency of the sub-metering system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of TRILLIANT to perform planned inspections and maintenance;
- Failure of the Customer to comply with a directive of TRILLIANT that TRILLIANT makes for purposes of meeting its license obligations;
- Overdue amounts payable to TRILLIANT (as further provided in these Conditions of Service);

- Interference caused by Customer's equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized utility use (including utility diversion, fraud or abuse by a Customer); and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

TRILLIANT shall not be liable under any circumstances whatsoever for any damage or injury to persons or property, loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise, resulting from any disconnection of service

TRILLIANT is entitled to charge a reconnection charge.

5.1.1 Disconnection Due To Non-Payment

TRILLIANT may issue a written disconnection notice to the Customer if any bill issued by TRILLIANT to Customer remains unpaid following the payment due date specified in such bill, and TRILLIANT may then proceed to disconnect the supply of utilities.

A disconnection notice will be deemed to have been received as follows: (a) if sent by mail, on the fifth calendar day after mailing, (b) if delivered by personal service, on the date of the delivery, or (c) if delivered by being posted on the Customer's property, on the date of such posting.

Where TRILLIANT disconnects a Customer for non-payment, TRILLIANT will, provide a Fire Safety Notice and any other applicable public safety notices or information bulletins issued by public safety authorities and provided to TRILLIANT, at the premises of the disconnected Customer.

Disconnections do not relieve the Customer of the liability for arrears or other applicable charges for the balance of the term of the agreement between Customer and TRILLIANT.

TRILLIANT will not disconnect a Customer for non-payment until: (a) in the case of a residential Customer that has provided TRILLIANT with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Customer or his/her spouse, dependent family member or other person that regularly resides with the Customer, 60 days after the date on which the disconnection notice is received by the Customer; or (b) in all other cases, 14 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60 or 14 day minimum notice period, as applicable.

At least seven days before issuing a disconnection notice for non-payment, TRILLIANT shall deliver an account overdue notice to the Customer by the Customer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by TRILLIANT.

TRILLIANT will not disconnect a Customer for non-payment on a day TRILLIANT is closed to the public to make payment and/or reconnection arrangements or on the day preceding that day.

TRILLIANT will also make reasonable efforts to contact, in person or by telephone, a residential Customer to whom it has issued a disconnection for non-payment at least 48 hours prior to the scheduled date of disconnection.

5.2 RECONNECTION PROCEDURES

Disconnected utility service may not be reconnected (a) until the Customer rectifies the condition leading to the disconnection, including all costs incurred by TRILLIANT arising from any unauthorized utility use, including inspections, repair costs, disconnection charges and reconnection charges, (b) until the Customer provides full payment to TRILLIANT; and/or (c) in accordance with the terms of an arrears payment agreement between TRILLIANT and the Customer.

The Customer will be given an appointment window for the reconnection. The Customer or an authorized representative must be present at the Customer's residence at the time of reconnection. In the event that the Customer or an authorized representative is not available at the scheduled time for reconnection, the Customer may be held responsible for additional costs, in addition to any applicable reconnection charges, incurred by TRILLIANT to arrange for more than one reconnection appointment.

Electricity reconnections for Ontario Customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless TRILLIANT erred in disconnecting the Customer, it is the responsibility of the Customer to pay for such inspection.

5.3 LIEN RIGHTS

Where permitted in the agreement between TRILLIANT and the applicable Master Consumer(s), TRILLIANT shall be entitled to register and/or enforce liens for common expense arrears against any Customer if any bill issued by TRILLIANT to such Customer remains unpaid following the payment due date specified in such bill. Liens would be discharged only upon the payment and satisfaction of all amounts owing by the defaulting Customer, including without limitation, interest and any costs of enforcement, etc.

SECTION 6 – ARREARS PAYMENT AGREEMENTS (ELECTRICITY CHARGES)

TRILLIANT will make arrears payment programs available to any residential Customer unable to pay their electricity (and related) charges. If an eligible residential Customer declines an arrears agreement, TRILLIANT may proceed with disconnection and is not required to offer an arrears agreement after disconnection. Any Electricity Deposit will be applied to the amounts owing before entering into an arrears payment agreement with a residential Customer. TRILLIANT shall offer an arrears payment agreement to non-residential Customers on reasonable terms.

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

If an eligible low-income Customer enters into an arrears payment agreement for the first time, or a subsequent time, and have successfully completed a previous arrears payment agreement as an eligible low-income Customer, TRILLIANT may require a down payment of up to ten (10) percent of the electricity charge arrears accumulated, including applicable late payment charges.

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

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

The time periods to repay the remaining amount of arrears under an arrears agreement with an eligible low-income Customer, are:

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

Provided however, that TRILLIANT shall not be required to offer an arrears payment agreement to any residential Customer that extends past the time that the Customer has an obligation to the exempt distributor.

Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing, a security deposit or an under-billing adjustment, TRILLIANT may cancel the arrears payment agreement.

Where an eligible low-income Customer defaults on more than two (2) occasions, over a two (2) month period, in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, TRILLIANT may cancel the arrears payment agreement.

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

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

If an eligible low-income Customer successfully completes an arrears payment agreement, he or she can request a new agreement anytime needed thereafter. However, if a new arrears agreement is requested within twelve (12) months of the end of the first successfully completed low-income arrears agreement, TRILLIANT, may offer the new arrears agreement on the terms applicable to the standard Customer arrears agreement.

If a Customer (residential or non-residential) failed to perform their obligations under arrears payment agreement and the agreement was terminated, TRILLIANT may require a Customer to wait one (1) year before entering another arrears payment agreement.

SECTION 7 - DISPUTE RESOLUTION PROCEDURE

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with Customers, TRILLIANT provides the following informal dispute resolution process (limited to electricity billing):

Step 1 To register a complaint, a customer must e-mail Trilliant Customer Service Department at service@trilliantinc.com or write a letter to:

Trilliant Networks (Canada) Inc.
20 Floral Parkway, Unit #201
Concord, ON L4K 4R1
Attention: Customer Service

Step 2 If the matter is not satisfactorily resolved in Step 1, the Customer may refer the matter to the President of TRILLIANT, who will address the matter in consultation with the applicable Manager and Department Head.

Step 3 If the matter is not satisfactorily resolved in Step 2, the Customer may refer the matter to the OEB E-Portal.

TRILLIANT shall keep a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution.

SECTION 8 - GLOSSARY OF TERMS

“Board” or **“OEB”** is the Ontario Energy Board;

“Customer” means a person who has an account or requires an account with TRILLIANT in order to receive metering and billing services within a condominium, rental property, or parcels of tied land in the case of a common element condominium Corporation;

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

“Emergency” is any abnormal system condition that requires remedial action to prevent or limit loss of a distribution system or supply of electricity that could adversely affect the reliability of the electricity system;

APPENDIX 1:

Trilliant Standard Service Charges

Type	Description	Fee **
New Account Set-Up Fee	This is the cost for creating a new account with Trilliant.	\$25.00
NSF/Bank Return Fee	This fee will be charged if the payment does not clear the bank	\$30.00
OEB Assessment Fee	OEB assessment fee divided per account and per invoice	\$0.37
Reference Letter	This is the cost to generate and send a letter with a customer's payment history to another utility provider/sub-metering company.	\$25.00
Final Collection Notice Charge	This is the cost of generating a notice when a customer's account is eligible for disconnection.	\$40.00
Disconnection/Reconnection Fee (Business Hours)	This fee is to reconnect a service based on a customer's request, during business hours. Disconnection will occur only after the appropriate procedure has been followed. Arrears must be paid in full.	\$105.00
Disconnection/Reconnection Fee (After Hours)	This fee is to reconnect a service based on a customer's request, after business hours. Disconnection will occur only after the appropriate procedure has been followed. Arrears must be paid in full.	\$205.00
Meter Dispute Fee/Service Call	Most billing inquiries can be resolved between the customer and Trilliant without a meter dispute test/service call. However, upon customer request for on-site testing, Trilliant will charge for a Service Call, which will be fully refunded if the meter is found to be inaccurate and, in such a rare case, adjustments will be made to the customer's bill. Either Trilliant or the customer may request Measurement Canada's involvement to resolve a meter dispute. If the customer initiates the dispute, Trilliant will charge the customer a meter dispute fee, which is also refundable if the meter is found to be inaccurate.	\$125.00

Re-print Invoice	The cost to re-print a customer's invoice.	\$20.00
Archived Invoice (older than 13 months)	The cost to re-print a customer's invoice that is older than 13 months.	\$25.00
Current Account Summary	The cost to print a current account summary at the customer's request.	\$20.00
Archived Account Summary (older than 13 months)	The cost to print an account summary that older than 13 months.	\$25.00
Regulatory Assessment Fee	Embedded within Electricity Delivery Charges, this is a recurring, flow-through charge that recovers the cost of the annual assessment from the OEB for regulatory oversight.	\$0.35
Pre-Lien	Where Trilliant retains Lien Rights, this charge recovers legal expenses for placing a Pre-Lien on a property.	\$200.00
Lien	Where Trilliant retains Lien Rights and arrears are not paid within the specified period for a Pre-Lien, this charge recovers legal expenses for placing a Lien on a property.	\$752.21
Late Payment Penalty Rate	Bills are payable in full by the due date. After this date, overdue interest charges will apply. Where a partial payment has been, the interest charge will apply only to the amount of the bill outstanding at the due date.	1.50%