



Provided by **Alectra Energy Services Inc.**

This form can be completed online at powerstreamenergy.com/move-in for a fast and convenient web form.

Note: Your first bill will include a one-time set up fee and security deposit. The deposit can be waived if you sign up for Pre-Authorized Payment.

Customer Information:

Account Type: Residential Commercial

Resident's Name:

Move In Date:

Tenant - lease date on the Tenant Agreement
Owner - closing date on the Purchase Agreement

You are the:

Owner

Tenant

If you are a tenant, provide unit owner's information below.

Service Location Address:

Unit #:

If you own an EV parking space, please provide your spot number:

Mailing Address:
(if different from above)

Resident's Home Phone #:

Resident's Work Phone #:

Resident's Cell Phone #:

Resident's Email Address:

Unit Owner's Name:
(if you are a Tenant)

Unit Owner's Home Phone #:

Unit Owner's Work Phone #:

Unit Owner's Cell Phone #:

Unit Owner's Email Address:

Life Saving Dependency:

A Resident who requires electricity, HVAC, water, or gas services because of medical or other life-saving needs (e.g., ventilator) should inform PESI immediately by providing PESI with a medical certificate or a signed letter to the address of PESI listed below. Please also note that you should always have a sufficient back-up supply of electricity, HVAC, water, or gas as we do not control, and cannot guarantee, an uninterrupted supply of Utilities.

Life Saving Equipment:

- Electrically powered ventilator (including CPAP equipment)
- Electrically operated home dialysis treatment
- Electrically regulated feeding tube
- Electrically operated lifting device that must be controlled by a caregiver.
- Electrically operated intravenous/medication pumps.
- Oxygen concentrator
- Other (excluding first aid, first and smoke detections and alarms)

Please indicate, if any, you are dependent upon:



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PowerStream Energy Services offers the convenience of a customer portal and electronic billing. Find out more on your first bill.

Sub-Metering Agreement:

I hereby request that Alectra Energy Services Inc. dba PowerStream Energy Services (“PESI”) provide sub-metering services to the Unit identified above. I understand that by submitting this completed form I/We will be enrolled for individual Water, Electricity, Gas and/or HVAC billing. By signing below, I acknowledge my responsibility for paying the monthly utility bill, and that failure to do so will result in disconnection of services, and I hereby agree to the terms and conditions below. I confirm that the information I have provided above and is true and complete. If this account has multiple authorized signers, all must sign below.

Resident Signature:

Date:

Secondary Signature:
(if required)

Date:

Pre-Authorized Payment Enrollment (Optional)

Enjoy worry-free, on time payments through the convenience of our Pre-Authorized Payment Plan. If registering for Pre-Authorized payments, please include a void cheque with this confirmation form.

You, the payor, authorize PESI to debit the bank account identified below for payment of all charges arising under your account registered by PESI for the unit noted on this form. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by PESI for the Utilities.

Account Type:

Personal

Business

Account Holder Name:
(if different to resident name)

Financial Institution:
(Bank Name)

Bank Address:

Bank Account #:

Transit #:
(5 Digits)

Bank #:
(3 Digits)

You, the payor, may revoke your authorization at any time in writing subject to providing PESI at least 14 business days’ notice before the next debit is scheduled. To cancel, customers must email PESI Customer Care (customer@powerstreamenergy.com) or call the contact centre (1-855-952-5280). For more information on your right to cancel, contact your financial institution or visit <https://payments.ca/>. PESI may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.

Signature:
(Bank account holder)

Date:

Secondary Signature:
(if required)

Date:

Resident’s Signature:

Date Signed:
(YYYY-MM-DD)

Send completed forms to one of the following:
Email: customercare@powerstreamenergy.com
Fax: 1-905-952-5290
Mail: P.O. Box 95600 RPO Newmarket CTR,
Newmarket, ON L3Y 8J8

Sub-Metering Agreement:

This Sub Metering Agreement (“Agreement”) between PESI and the resident(s) signing above (“Resident”) sets forth the terms and conditions under which PESI will provide the Resident with services related to utility sub-metering. This Agreement is effective only upon execution by the Resident. Any executed copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original.

Background:

PESI is the exclusive sub-meter service provider for the building in which the Resident's unit is located. The Resident wishes to engage PESI to provide metering, billing and related services to the Resident's unit as set out above (the “Unit”) pursuant to the provisions of this Agreement.

1. Agreement:

- (a) In consideration of the Resident's payment of the Account Setup Fee, the Security Deposit if applicable, plus other fees and charges as described in the Sub-metering Services Agreement between PESI and the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable (which are subject to change from time to time in accordance with that agreement), and the Resident's pledge to pay in full and in a timely manner all amounts duly billed and owing to PESI for its services, PESI agrees to provide individually-metered Water, Electricity, Gas and/or HVAC services to the Resident, including but not limited to meter reading, billing and collection services on the terms and conditions of this Agreement.
- (b) This Agreement (including PESI's Conditions of Service, as published from time to time, a copy of which is available at [<http://www.powerstreamenergy.com/images/Conditions-of-Service.pdf>] constitutes the entire agreement between the Resident and PESI with respect to the subject matter of this Agreement and supersedes all previous communications, representations, and arrangements, whether written or oral.

2. Contract of Service:

- (a) The Resident hereby contracts with PESI for the provision of individual Water, Electricity, Gas and/or HVAC metering, meter reading, billing, and collection services to the Unit (the “Services”).
- (b) The Resident acknowledges that PESI is the sole provider of the Services to the Unit.
- (c) In order to set up an account for the provision of Services to the Unit, the Resident has entered into this Agreement with PESI and agrees to be responsible for and to pay all costs and expenses relating to the supply of Water, Electricity, Gas and/or HVAC to the Unit.
- (d) All distribution rates are regulated and are set and approved by the Ontario Energy Board. The cost of power depends on customer category and may vary.

2. Contract of Service: (continued)

- (e) The Resident will pay (or will cause to be paid) all fees and charges for Water, Electricity, Gas and/or HVAC services plus applicable taxes in accordance with PESI's monthly invoices. Manner of payment will be specified on each invoice (Pre-Authorized Payment, direct banking, or by cheque made payable to Alectra Energy Services Inc. PESI shall deliver the monthly invoice to the Service Location as set forth above.
- (f) Late payments will be subject to a late payment surcharge of 1.5% per month or 19.56% per annum (on outstanding balance) and, at the option of PESI, the Resident will be responsible for any collection costs incurred by PESI.
- (g) The Resident agrees to be subject to PESI's Security Deposit policy, which can be found in PESI's Conditions of Service.
- (h) The Resident acknowledges and agrees that they will be charged for Water, Electricity, Gas and/or HVAC consumption based on rates associated with the master Water, Electricity, Gas and/or HVAC meter for the building in which the Unit is located.
- (i) The Resident agrees to abide by PESI's Conditions of Service in effect and as amended by PESI from time to time.
- (j) The obligations of PESI are subject to force majeure, e.g. disruption of services due to strike, lock-out, epidemic or pandemic, labour disruption, operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of PESI.
- (k) In the event that the Owner desires to sell or otherwise dispose of his/her interest in the Unit the Owner shall cause the prospective purchaser, as a condition of its purchase of the Unit, to enter into a Sub Metering Agreement with PESI and to provide all related documents, each In PESI's then standard form.
- (l) In the event that the Resident desires to lease or sub-lease the Unit, the Resident shall cause the prospective lessee or sub-lessee, as a condition of its lease or sublease, to enter into a Sub Metering Agreement with PESI and to provide all related documents, each in PESI's then standard form, and the Resident acknowledges and agrees that he/she shall remain liable for all its obligations to PESI under this Agreement until terminated in accordance with its terms.
- (m) The Resident agrees that PESI may subcontract its obligations to the Resident under this Agreement to qualified third parties. In addition, the Resident agrees that PESI may assign this Agreement to third parties without the consent of the Resident on the understanding that any such assignees shall agree to be responsible for the obligations of PESI to the Resident under this Agreement. In the event or any such assignment by PESI, the Resident agrees to make all payments to such third parties upon notice from PESI or the applicable assignee.
- (n) One party will notify the other party in writing, where notice of anything is required by this Agreement. All such notices will be sent to the intended recipient at the address stated above, or to such other address as the recipient may from time to time specify by notice in writing, by sending the same by prepaid postage, personal delivery, facsimile or email. If sent by post, the notice will be deemed to be delivered forty-eight (48) hours after posting. If sent by personal delivery, the notice will be deemed to be delivered upon receipt by the addressee. If delivered by fax or email, the notice will be deemed to be delivered at 9 a.m. on the next business day.
- (o) This Agreement shall terminate automatically upon the earlier of the termination of the Sub-metering Services Agreement between PESI and the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable, or, if the Resident is not the owner of the Unit, the termination of the Resident's tenancy with respect to the Unit. Upon termination, the Resident shall be required to pay to PESI all amounts outstanding to PESI in consideration of the Services up to the date of termination.

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3. No Liability:

The Resident acknowledges that PESI is providing unit sub-metering services to the Owner. The Resident further acknowledges that if there is a disruption in the supply of Water and/or Electricity (as provided in the Ontario Energy Board's Distribution System Code) neither PESI nor any of its affiliated, related, subsidiary, or parent companies, nor any of their respective directors, officers, employees, agents, shareholders, representatives, successors, or assigns, are assuming any liability to the Resident under any circumstances for any damages or loss whatsoever, including but not limited to any 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, however caused, and hereby waives any possible claims in connection with the foregoing.

4. Ownership of Equipment:

The Resident acknowledges that all equipment relating to unit sub-metering located in the Unit remains the property of PESI, unless otherwise provided in the Sub-metering Services Agreement between PESI and the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable.

5. Privacy:

The Resident hereby consents to the disclosure by his/her landlord, building manager, condominium developer or condominium corporation, as applicable, to PowerStream Energy Services ("PESI") of his/her personal information and the collection, handling and use by PESI of his/her personal information, for purposes of i) administering the sub-metering services being provided to the Owner, including the provision to the Owner or its building manager of information regarding metered usage of the utilities sub-metered by PESI (the "Utilities") by the Resident and including billing, and collecting fees and charges associated with consumption by the Resident of the Utilities; ii) offering the Resident other services PESI considers might be of interest to the Resident; iii) financing or sale of its business in whole or in part; and iv) other necessary purposes, all in accordance with this Confirmation Form and PESI's agreement with the Owner. The Resident further consents to the disclosure by PESI of his/her personal information to i) the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable; ii) PESI's third party billing and settlement companies, employees, agents, subcontractors and representatives; iii) PESI's current and potential lenders, financial and legal representatives, investors, assignees and purchasers of contracts or payments (a "Purchaser"); or iv) such other persons who need to access such personal information in connection with the use thereof by PESI, all for the aforementioned purposes. For the purposes of the foregoing, the Resident's personal information consists of financial and utility usage and demand information, identifying information such as name, address, email address and telephone numbers, and other information reasonably connected with the Resident's financial status, usage or potential usage of Utilities, or PESI's agreement with the Owner. The Resident agrees that PESI and its Purchasers may perform financial and credit investigations of the Resident for purposes of approval, maintenance, valuation and enforcement of PESI's agreement with the Owner. Use and disclosure of the personal information shall be governed by the Municipal Freedom of Information and Protection of Privacy Act and PESI's privacy policy, which is available at www.powerstreamenergy.com.