

PowerStream Energy Services

Provided by **Alectra Energy Services Inc.**

CONDITIONS OF SERVICE

UNIT SUB-METERING

PowerStream Energy Services Inc
P.O. Box 95600
RPO Newmarket CTR
Newmarket, ON
L3Y 8J8

February 5, 2019

BACKGROUND

PowerStream Energy Services Inc. (PESI) is licensed by the Ontario Energy Board (OEB), under section 57(c.1) of the *Ontario Energy Board Act*, Schedule B, to engage in providing and maintaining Unit Sub-meters in multi-unit complexes, including billing and collecting payment in respect of the electricity consumed in such multi-unit complexes and other associated and ancillary activities, and any other activities required or permitted to be carried out by a Unit Sub-meter provider under Part III of the ECPA, as described in and pursuant to OEB Unit Sub-metering Licence No. ES-2018-0266.

The OEB's Unit Sub-Metering Code (USC) requires every Unit Sub-metering Licensee to set out its operating practices and connection policies in a publicly available Conditions of Service document. This document constitutes PESI's Conditions of Service as required by the USC.

These Conditions of Service set out PESI's Unit Sub-metering operating practices and connection policies that apply to the provision of Unit Sub-metering services to Consumers.

1 - APPENDICES AND CHANGES TO CONDITIONS OF SERVICES

1.1 Appendices

These Conditions of Service including the following appendices:

Appendix A – Glossary of Terms

Appendix B – PowerStream Confirmation Forms

Appendix C – PESI Rates and Charges

1.2 Amendments and Changes

PESI will provide advance notice to its Consumers of any changes to these Conditions of Service by means of a note on its website, www.powerstreamenergy.com, or included with, the Consumer's bill.

The current version of this document is, and all future versions of this document shall be, posted on the PESI website at the internet address www.powerstreamenergy.com, and can be downloaded from that web site. PESI will provide a copy of this Conditions of Service document to any person that requests it by contacting PESI pursuant to Section 6.4.

2 – METER PRACTICES

2.1 Meter Location

The location of each Unit Sub-meter shall be in compliance with PESI's specifications.

2.2 Meter Reading

PESI will read meters for consumption of electricity. If a meter reading cannot be obtained, PESI may estimate the Consumer's consumption to be the Consumer's Average Bill. Any overpayments or underpayments of the Consumer's account will be addressed in accordance with Section 5.7 (Billing Errors) of these Conditions of Service.

2.3 Meter Data Validating, Estimating and Editing Process

PESI subjects the Unit Sub-metering data it collects from Consumers that is to be used for billing purposes to a validating, estimating and editing (VEE) process. This documented VEE process provides assurance that correct data is submitted for the billing process. Consumers may obtain a full description of PESI's VEE process and criteria by request made in accordance with Section 6.4.

2.4 Final Meter Reading

The Consumer shall notify PESI in the event that a service is no longer required. The Consumer shall provide reasonable advance notice, not to be less than five (5) Business Days, of the termination date to allow PESI to arrange for a final meter reading.

2.5 Meter Tampering

PESI may notify Measurement Canada, police officials, the Electrical Safety Authority and other entities upon identification of meter tampering or possible meter tampering. Each Consumer acknowledges and consents to PESI providing personal information about the Consumer to these entities to the extent reasonably related to meter tampering or possible metering tampering. Each Consumer shall cooperate with PESI in its exercise of appropriate diligence in detecting and acting upon instances of tampering with metering equipment.

2.6 Metering Disputes

Where the Consumer commences a billing inquiry with PESI, PESI will investigate the matter initially by reviewing the Consumer's account and by identifying any potential meter reading errors or associated billing errors. A summary of the results of this investigation shall be provided to the Consumer. The majority of billing inquiries that occur can be resolved at this stage.

If the Consumer is not satisfied with the results of the investigation, PESI will arrange for a site visit to determine if the Consumer's meter and billing are accurate and will provide a summary of the results of the site investigation to the Consumer. If

the Consumer remains unsatisfied with the results of the site investigation, additional investigations may be offered to the Consumer for a fair and reasonable charge. If the Consumer's complaint is substantiated, the charge shall not be applied.

If the Consumer's billing inquiry is not resolved at this point, PESI will provide the Consumer with the telephone number of the Board's Consumer Relations Centre. PESI may also, by written notice to Consumer, submit the matter to Measurement Canada or another qualified, independent organization identified by PESI for resolution. The Consumer may also request assistance from Measurement Canada to verify the accuracy of the meter, metering installation and billing. The Consumer will be responsible to cover the costs associated with any investigation by Measurement Canada or the other independent organization identified by PESI if the Consumer's complaint is not ultimately substantiated.

2.7 Meter Change Outs and Access

Meters are changed out or re-verified according to Measurement Canada standards and policies.

3 – CONFIRMATION FORMS AND ACCOUNTS

3.1 Confirmation Forms

PESI requires a signed Confirmation Form (Condominium Unit Owner), and in the case of a rental unit, a Confirmation Form (Tenant), in substantially in the form attached hereto as Appendix "B" for each Consumer of a unit to be submetered at any time prior or subsequent to the energization of the electrical service to the Consumer's premise.

3.2 Opening and Closing Accounts

If PESI is asked to open an account in the name of a person at the request of a third party, PESI will send a letter to that person enclosing a copy of a Confirmation Form within 15 days of opening the account to advise them that an account has been opened and to request that person confirm that he or she agrees to be the named Consumer by returning a signed copy of the Confirmation Form to PESI. If PESI does not receive a confirmation from the intended Consumer, within 15 days of the date of the letter, it will advise the third party that the account will not be set up as requested.

PESI will not send a letter advising of the opening of the account if the request to open the account is made in writing by the intended Consumer's solicitor or by a person who is in possession of a valid Power of Attorney over the intended Consumer. For certainty, other than in these circumstances, where PESI has opened an account for a Unit in the name of a person at the request of a third party, PESI will not seek to recover any charges from that person for its services to the Unit unless the person has agreed to be the Consumer.

Where PESI receives a request to close or transfer an account in relation to a rental Unit in a residential complex or another residential property, PESI will not seek to recover any charges for service provided to that Unit or residential property after closure

of the account from any person, including the landlord for the residential complex or a new owner of the residential property, unless the person has agreed to assume responsibility for those charges, for example, by signing a Confirmation Form.

3.3 Pending or Unsigned Confirmation Forms

If PESI has installed a unit sub-metering system that meters the Consumer's Unit and/or PESI is providing sub-metering services for the Unit, then these Conditions of Service and such other written practices and policies provided by PESI to the Consumer from time to time apply subject to the following exceptions:

- (a) If the Consumer is a tenant in a unit that is heated by electricity, then the owner of that unit (and not the tenant) shall be liable for payment for electricity consumption at the unit in the absence of a signed Confirmation Form; and
- (b) If the Consumer is a tenant who is not responsible for utilities, then the owner of that unit (and not the tenant) shall be liable for payment for electricity consumption at the unit in the absence of a signed Confirmation Form.

Any Confirmation Form signed by a Consumer for the sub-meter of electricity by PESI shall remain in effect until such time as PESI is duly notified of a change to the Account and Billing information.

3.4 Account Closure

Where a Consumer sells their Unit, or in the case of a tenant, terminates their occupancy of a Unit, and the Consumer contacts PESI to close their account in a timely manner, a final bill will be issued to the Consumer.

Upon the sale of a Consumer's Unit, and receipt by PESI of a Confirmation Form from the new owner/landlord, PESI will set up a new account in the owner's/landlord's name and a new account set up charge will be billed.

Upon the termination of a tenant's occupancy of a rental Unit, the unit sub-metering account for that Unit will revert back to the owner of that Unit pending receipt by PESI of a Confirmation Form (Tenant) from the new tenant.

4 – DISCONNECTION AND RECONNECTION

4.1 Disconnection

PESI reserves the right to disconnect the supply of electricity to a Consumer under, but not limited to, any one or more of the following circumstances:

- (a) adverse effect on the reliability and safety of the unit sub-meter system or the exempt distributor's (e.g. Condominium Corporation's) distribution system;

- (b) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the unit sub-meter system or the exempt distributor's system;
- (c) a material decrease in the efficiency of the unit sub-meter system or the exempt distributor's distribution system;
- (d) a materially adverse effect on the quality of the distribution services received by an existing connection;
- (e) inability of PESI to perform planned inspections and maintenance;
- (f) failure of the Consumer to comply with a request or directive of PESI that PESI makes for the purposes of meeting its License obligations;
- (g) the Consumer owes the exempt distributor (e.g. their Condominium Corporation) money for unit sub-metering services or a security deposit, in which case PESI will provide the Consumer with an opportunity to provide the security deposit: (i) over a 4-month period; or (ii) where a new security deposit is required because PESI applied the existing security deposit against amounts owing by the Consumer, then over a 6-month period; or
- (h) any other grounds for disconnection identified in this Conditions of Service document.

4.2 Notice of Disconnection

PESI may disconnect the supply of electricity to a Consumer without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

Except in these circumstances, prior to disconnection for non-payment, PESI will provide to the Consumer:

- (a) a notice of disconnection;
- (b) the Fire Safety Notice of the Office of the Fire Marshal;
- (c) any other public safety notices or information bulletins issued by public safety authorities and provided to PESI, which provide information to Consumers respecting dangers associated with the disconnection of electricity service;
- (d) the notice required by Section 31(2) of the *Electricity Act*, and
- (e) any other notice of disconnection specified under this Conditions of Service.

PESI will include another copy of the notices or bulletins referred to in Sections 4.2b) and 4.2c) with any notice of disconnection that is left at the Consumer's property at the time of actual disconnection for non-payment.

The contents of the notice of disconnection referred to in Section 4.2a), will include the following information:

- (a) the date on which the disconnection notice was printed by the unit sub-meter provider;
- (b) the earliest and latest dates on which disconnection may occur;
- (c) the amount that is then overdue for payment, including all applicable late payment and other charges associated with non-payment to that date;
- (d) the amount of any services charge(s) that may apply if disconnection occurs and the circumstances in which each of these charges is payable;
- (e) the forms of payment that the Consumer may use to pay all amounts that are identified as overdue in the disconnection notice, including any method of payment that PESI will accept and which can be verified within the time period remaining before disconnection;
- (f) the time period during which payment will be accepted by PESI;
- (g) that a disconnection may take place whether or not the Consumer is at the premises;
- (h) that, where applicable, the disconnection may occur without attendance at the Consumer's premises;
- (i) that an OEB-prescribed standard arrears management program may be available to all residential consumers along with contact information for PESI where the Consumer can obtain further information;
- (j) that Eligible Low-Income Consumers may be able to receive the assistance of (i) an OEB-prescribed arrears management program, and other expanded consumer service provisions, specifically for Eligible Low-Income Consumers; and (ii) an OEB-approved Emergency Financial Assistance program administered through a Social Service Agency or Government Agency. PESI will also provide contact information where the Consumer can obtain additional information about this assistance; and
- (k) that PESI may install a load control device at the Consumer's premises in lieu of disconnection.

A residential Consumer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and PESI will send notice of disconnection to that third party.

If requested by a Consumer, PESI will send a copy of the disconnection notice issued to the Consumer for non-payment to a third party designated by the Consumer. However, any such request must be made no later than 10 days after the notice of

disconnection was received by the Consumer. This time period will be extended to 60 days if the Consumer provides PESI with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Consumer or anyone else who regularly lives with the Consumer, including the Consumer's spouse or a family member.

If a Consumer has asked PESI to send a copy of the disconnection notice to a third party, PESI will notify the third party that they are not responsible for payment of any charges for the provision of electricity services in relation to the Consumer's property, unless the third party otherwise agrees to be responsible for such charges.

PESI will make reasonable efforts to contact a Consumer to be disconnected for non-payment by telephone at least 48 hours prior to the scheduled date of disconnection. At that time, PESI will advise the Consumer of all of the information included in the notice of disconnection.

If PESI is notified by a Social Service Agency or a Government Agency that it is assessing a Consumer to determine whether the Consumer is eligible to receive assistance then PESI will suspend any disconnection action against that Consumer for a period of 21 days. Similarly, if PESI is notified by a third party (where the Consumer has requested that the disconnection notice be provided to a third party) that he or she is attempting to arrange assistance with the bill payment, then PESI will suspend any disconnection action against that Consumer for a period of 21 days. However, in either case, PESI will only suspend its disconnection action where such notification is made within 10 days from the date on which the disconnection notice was received by the Consumer.

In the circumstances described above, if PESI is notified by (i) the Social Service Agency or Government Agency that the Consumer is not eligible to receive assistance, or (ii) the third party that it will not be proceeding to provide bill assistance to the Consumer, then PESI will resume its disconnection action against the Consumer within 11 days of receiving such notification.

In all circumstances, PESI will not disconnect a Consumer for non-payment until after 10 days have passed since the date on which the Consumer received a disconnection notice; or 60 days have passed since a residential Consumer received a disconnection notice if the Consumer has provided PESI with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Consumer or anyone else who regularly lives with the Consumer, including the Consumer's spouse or family member.

A disconnection notice will expire 11 days after the last day of the 10 day or 60 day notice periods (as applicable) referenced in the preceding paragraph. PESI will not disconnect a Consumer after the expiry of a notice of disconnection unless a new notice of disconnection has been issued. If a new notice of disconnection is issued, each of the time periods described in this Section 4.2 will re-start.

The date at which a disconnection notice is considered to have been received by a Consumer will be determined in accordance with Section 4.2.6A of the USC. The computation of time for the periods described in this Section 4.2 will be determined in accordance with Section 4.5.11 of the USC.

4.3 Non-Payment Disconnection Policies

Typically, PESI bills are due twenty (20) days following the billing date. PESI may initiate collection actions on the next Business Day following the due date if an outstanding balance remains after applying any security deposits. PESI may contact the Consumer by telephone, in person on their premises, or issue a reminder notice to confirm that there is an amount outstanding. If any one or more of these actions do not initiate a payment from the Consumer, then subject to the application of security deposits in accordance with these Conditions of Services or the USC, a disconnection notice may be issued.

PESI will issue a disconnection notice by registered mail to the Consumer prior to disconnection of service. There will be a fee applied for the delivery of this notification to the Consumer in accordance with Appendix C-2 (Specific Rates and Charges) to these Conditions of Service. PESI will make reasonable efforts to contact the Consumer directly.

PESI will bill a Consumer a disconnection charge in accordance with Appendix C-2 (Specific Rates and Charges) of these Conditions of Service where the Consumer is disconnected. The disconnection charge will include PESI's reasonable costs associated with the disconnection and any overdue amounts payable by the Consumer.

PESI will apply any security deposit held on account of a Consumer against any amounts owing on that Consumer's account before issuing a disconnection notice for non-payment.

PESI shall not be liable for any damage on the Consumer's premises directly or indirectly related to disconnection of service.

4.4 Reconnection

Reconnection or restoration of electricity service will occur only after the reason for disconnection or limitation is remedied.

Where disconnection was due to non-payment, the service will only be reconnected following satisfactory payment of the balance due, reconnection charge, and additional security deposit if deemed necessary or such other arrangements as are satisfactory to PESI or otherwise provided in these Conditions of Service or the USC.

PESI will bill a Consumer a reconnection service charge in accordance with Appendix C-2 (Specific Rates and Charges) of these Conditions of Service where the Consumer was disconnected and is subsequently reconnected. The reconnection service charge reflects the reasonable costs associated with the reconnection, including costs for repairs of PESI's physical assets in reconnecting the Consumer.

The Consumer or their representative must be present at the time the service is reconnected.

If the service has been disconnected for a period of six months or longer, the Electrical Safety Authority must inspect the premise before the service can be reconnected. It is the Consumer's responsibility to arrange and pay for the inspection.

If PESI has under-billed a Consumer who is responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, the Consumer will be required to pay the full amount outstanding on account of the Consumer's error before PESI will reconnect the Consumer's service.

PESI shall not liable for any damage on the Consumer's premises directly or indirectly related to disconnection or reconnection, even where such damage is caused by PESI's negligence.

5 – BILLING, CHARGES AND SECURITY DEPOSITS

5.1 Security Deposits

Refer to PESI's Deposit Policies in Appendix C-3 with respect to security deposits.

5.2 Bill Issuance and Payment

PESI's bills are typically due 20 days following the billing date. PESI will not treat a bill issued to a Consumer as unpaid, and will not impose any late payments or other charges associated with non-payment, until this 20 day period has passed. If the due date for a bill falls on a weekend or holiday, the due date will be the next business day.

PESI allocates any payments from a Consumer in respect of a bill against applicable charges in the following order of priority:

First: against electricity charges;

Second, against any Arrears Payment Agreement;

Third, against any outstanding security deposit; and

Fourth, against non-electricity charges.

If a Consumer's payment is sufficient to cover electricity charges, security deposits, and billing adjustments, PESI will not impose late payment charges, issue a disconnection notice, or disconnect electricity supply.

5.3 Arrears Payment Agreements

Any residential Consumer who is unable to pay his or her outstanding electricity charges may enter into an Arrears Payment Agreement with PESI.

Before entering into an Arrears Payment Agreement, PESI will apply any security deposit held on account of the Consumer against any electricity charges owing at the time.

The Arrears Payment Agreement will include the following terms and conditions (as applicable):

- (a) PESI will apply any security deposit held on account of the Consumer against any electricity charges owing as at the date of the Arrears Payment Agreement;
- (b) The Consumer will pay a down payment of 15% of the electricity charges arrears accumulated, inclusive of any applicable late payment charges, when entering into the arrears management program;
- (c) If an Eligible Low-Income Consumer enters into an Arrears Payment Agreement for the first time or subsequent to having successfully completed a previous Arrears Payment Agreement as an Eligible Low-Income Consumer, that Consumer will be required to pay a down payment of 10% of the electricity charge arrears accumulated, inclusive of late payment charges to PESI;
- (d) The Consumer will be permitted to pay all remaining electricity charges that are overdue for payment as at the date of the Arrears Payment Agreement as well as the current bill amount if the Consumer elects to do so, after applying a security deposit under paragraph (a), and the down payment referred to paragraph (b), including all electricity-related service charges that have accrued to the date of the agreement, over the following periods:
 - (i) a period of at least 5 months, where the total amount of the electricity charges remaining overdue for payment is less than twice the Consumer's average monthly billing amount;
 - (ii) a period of at least 10 months, where the total amount of the electricity charges remaining overdue for payment is equal to or exceeds twice the Consumer's average monthly billing amount;
 - (iii) in the case of an Eligible Low-Income Consumer, a period of at least 8 months, where the total amount of the electricity charges remaining overdue for payment is less than or equal to 2 times the Consumer's average monthly billing amount;
 - (iv) in the case of an Eligible Low-Income Consumer, a period of at least 12 months where the total amount of the electricity charges remaining overdue for payment exceeds 2 times the Consumer's Average Bill and is less than or equal to 5 times the Consumer's average monthly billing amount; or

- (v) in the case of an Eligible Low-Income Consumer, a period of at least 16 months where the total amount of the electricity charges remaining overdue for payment exceeds 5 times the Consumer's average monthly billing amount;
- (e) The Consumer's average monthly billing amount referred to in paragraph (d) will be calculated based on the Consumer's Average Bill;
- (f) PESI will not offer an Arrears Payment Agreement to a residential Consumer for a term that extends beyond the time that the residential Consumer has an obligation to the Master Consumer (e.g. the Condominium Corporation);
- (g) PESI will cancel the Arrears Payment Schedule where a residential Consumer defaults on more than one occasion in making a payment in accordance with the Arrears Payment Agreement, or a payment on account of a current electricity charge billing, a security deposit amount, or an under-billing adjustment;
- (h) If PESI cancels an Arrears Payment Agreement pursuant to paragraph (g), the unit sub-meter provider will give written notice of cancellation to the Consumer and to any third party designated by the Consumer under paragraph (i) at least 10 days before the effective date of the cancellation;
- (i) Where, at the time of entering into an Arrears Payment Agreement a Consumer has designated a third party to receive notice of cancellation of the Arrears Payment Agreement, PESI will provide notice of cancellation to such third party;
- (j) PESI will accept e-mail or telephone communications from the Consumer for purposes of paragraph(i);
- (k) If the Consumer makes payment of all amounts due pursuant to the Arrears Payment Agreement as of the cancellation date referred to in paragraph (h) and makes such payment on or before the cancellation date, PESI will reinstate the Arrears Payment Agreement;
- (l) Where an Eligible Low-Income Consumer defaults on more than two occasions 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, PESI may cancel the Arrears Payment Agreement;
- (m) For purposes of paragraphs (g) and (l), the defaults must occur over a period of at least 2 months before PESI may cancel the Arrears Payment Agreement; and
- (n) PESI will make available to a residential electricity Consumer a second Arrears Payment Agreement if the Consumer so requests, provided that 2 years or more has passed since a first Arrears Payment Agreement was

entered into and provided that the consumer performed his or her obligations under the first Arrears Payment Agreement.

PESI will not disconnect the property of a residential Consumer for failing to make a payment subject to an Arrears Payment Agreement, unless the Consumer is in default of paragraphs (g), (l), and (m) above, and PESI has cancelled the Arrears Payment Agreement in accordance with the USC.

If a Consumer failed to perform his or her obligations under a previous Arrears Payment Agreement and PESI cancelled the agreement in accordance with paragraph (g) (above), then the Consumer will not be allowed to enter into another Arrears Payment Agreement until 1 year has passed from the date of termination.

If an Eligible Low-Income Consumer successfully completes a previous Arrears Payment Agreement, PESI will allow that Eligible Low-Income Consumer to enter into another Arrears Payment Agreement on the following terms:

- (a) If the subsequent Arrears Payment Agreement is requested less than 12 months from the date of completion of the previous Arrears Payment Agreement, then the Eligible Low-Income Consumer will be treated as a regular Consumer, such that the provisions listed in paragraph (a)-(n) (above) that apply only to Eligible Low-Income Consumers will no longer apply; and
- (b) If the a second or subsequent Arrears Payment Agreement is requested 12 months or more from the date of completion of the previous Arrears Payment Agreement, then the Eligible Low-Income Consumer will still be treated as an Eligible Low-Income Consumer, such that the provisions listed in paragraph (a)-(n) (above) that apply only to Eligible Low-Income Consumers will continue to apply.

5.4 Non-Payment Collection Policies

If at any time a bill for service or energy is in arrears or if the Consumer fails to perform any other obligation in connection with the bill, PESI may, in addition to all other remedies, discontinue the service.

PESI will exercise all rights and remedies to collect arrears, including sending uncollected amounts to a collection agency at its sole and absolute discretion. PESI shall not be liable for any effect to a Consumer's credit when arrears are sent to a collection agency.

Collections charges will apply if PESI makes a trip to collect payment for an overdue account, to serve notice of disconnect, disconnect service, or reconnect a Consumer's service. Charges will be applied to the Consumer's account.

5.5 Service Connections

Service connection fees for new connections are outlined in Appendix C-2 (Specific Rates and Charges). PESI will apply a charge to the first bill of any Consumer who establishes a new account.

5.6 Billing

(a) Prorating Bills & Service Charges

The service charge will be prorated only for the Consumer's first and final bills. The charges are based on a straight ratio calculation of the number of days of occupancy of the Unit by the Consumer and the number of days in the subject month.

(b) Estimating Bills

PESI will make reasonable attempts to obtain a meter reading for all regular electricity bills for the Consumer. The electricity bills will only be estimated when PESI has not been able to obtain a successful meter reading. The electricity bill will be estimated based on the consumption history of the Consumer.

5.7 Billing Errors

The practices and policies set out in this Section 5.7 apply to billing errors in respect of which Measurement Canada has not become involved in the dispute. These practices and policies do not apply where PESI has over-billed or under-billed a Consumer, but issues a corrected bill within 16 days of the issue date of the original erroneous bill.

If PESI has over-billed a Consumer by an amount that is equal to or greater than the Consumer's Average Bill, PESI will, within 10 days of determining the error, notify the Consumer of the over-billing and advise that the Consumer may elect to have the full amount credited to their account (within 10 days of being notified of the over payment) or repaid in full by cheque (within 11 days of requesting payment by cheque).

If PESI has over billed a Consumer by an amount that is less than the Consumer's Average Bill, PESI will credit the Consumer's account in the next regularly scheduled bill issued to the Consumer.

If PESI has over-billed a Consumer whose account is in arrears, PESI will apply the over-billed amount to the arrears on the Consumer's account and either credit or repay to the Consumer the remaining balance.

If PESI has under-billed a Consumer, where the Consumer was not responsible for the error, the Consumer will be allowed to pay the under-billed amount to PESI in equal installments over a period of time equal to the number of months that the billing error occurred up to a maximum of two years. Eligible Low-Income Consumers have an additional option of paying the under-billed amount over a period of 10 months where the

under-billed amount is less than twice the Consumer's Average Bill and over a period of 20 months where the under-billed amount is greater than or equal to twice the Consumer's Average Bill. In any event, where a Consumer who is the owner of a Unit sells their Unit, or where a Consumer who is a tenant terminates their tenancy, then the full balance of any under-billed amounts become payable by the Consumer to PESI at the time PESI issues its final bill to the Consumer.

If PESI has under-billed a Consumer who is responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, PESI will charge the Consumer the full amount of the under-billed amount on their next regularly scheduled bill issued of the Consumer or on a separate bill to be issued to the Consumer. Where a Consumer is responsible for an under-billed amount for the reasons discussed in this paragraph, PESI will charge interest at a rate equal to the prime rate charged by TD Canada Trust.

If PESI has over-billed a Consumer and the billing error is not the result of PESI's standard documented billing practices, PESI will pay interest on the amount credited or repaid to the Consumer at a rate equal to the prime rate charged by TD Canada Trust.

The maximum period of under-billing for which PESI may seek to recover payment from a Consumer, and the maximum period of over-billing for which a Consumer may be entitled to repayment from PESI is two years.

5.8 Payments

Consumers may pay their electricity bills using any of the following methods:

- (a) Cash, cheque, or money order mailed with the remittance portion of the bill to PESI at the following mailing address:

PESI
P.O. Box 95600
RPO Newmarket CTR Newmarket, ON
L3Y 8J8

- (b) At any major Canadian financial institution;
- (c) Internet and/or telephone banking services offered by your bank;
- (d) Credit Card, American Express or MasterCard (a fee will apply for every payment up to \$250.00). This third party fee is subject to change from time to time. The current charge is available at all times on PESI's website www.powerstreamenergy.com; or
- (e) Pre-Authorized Payment Plan.

5.9 Pre-Authorized Payment

PESI offers a Pre-Authorized Payment Plan where the actual billing amount will be automatically deducted from the Consumer's bank account on the due date indicated on the electricity bill. The Consumer will continue to receive regular statements showing meter readings, energy consumption, payments and charges to date.

To apply for the Pre-Authorized Payment plan, Consumers must complete an Authorization Form, available on PESI's website www.powerstreamenergy.com.

The Consumer can cancel the Pre-Authorized Plan by written submission to PESI's office thirty (30) business days prior to payment date.

5.10 Late Payment Charges

Consumers are allowed twenty (20) days from the billing date on the statement to make payment. A late payment charge of 1.5% per month will be applied on all overdue accounts. If the Consumer makes a partial payment on or before the due date, the late payment charge will apply only to the outstanding amount on the electricity bill at the due date.

Non-payment of a Consumer's electricity bill may lead to disconnection.

5.11 Reconnection Charge

Refer to Appendix C for information regarding reconnection charges.

5.12 Returned Payment

PESI will charge a fee for each payment that cannot be successfully processed (Non-sufficient funds (NSF)). Refer to Appendix C-2.

5.13 Consumer Information

PESI shall not use information regarding a Consumer obtained for one purpose for any other purpose without the written consent of such Consumer. PESI will not disclose information regarding a Consumer to any other party without the written consent of the Consumer, except where such information is required to be disclosed:

- (a) to comply with any legislative or regulatory requirements, including the conditions of the Licence;
- (b) for billing or settlement purposes;
- (c) for law enforcement purposes; or
- (d) to a debt collection agency for the processing of past due accounts of the Consumer.

If PESI discloses information under this section, PESI shall ensure that the information provided will not be used for any other purpose except the purpose for which it was disclosed.

PESI may disclose information regarding Consumers, without notice to such Consumers or their consent, where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.

5.14 Disputes

Consumers must submit any complaint or dispute by phone or in writing to PESI at the following address, telephone or facsimile number:

PESI
P.O. Box 95600
RPO Newmarket CTR Newmarket, ON
L3Y 8J8

Phone Number: 1-855-952-5280
Fax: 905-952-5290
E-mail: customercare@powerstreamenergy.com

Upon receipt of the filed complaint, PESI will investigate and respond to the complaint within five (5) Business Days. In the event that the filed complaint is unresolved, the Consumer may refer the matter to PESI's Director of Operations. If the matter still remains unresolved to the Consumer's satisfaction, the Consumer may wish to forward the complaint to the OEB's Consumer Relations Centre. PESI will provide the telephone number of the OEB's Consumer Relations Centre on request. PESI may maintain records of any complaint filed outlining the nature of the complaint or dispute and details of its resolution.

6 – GENERAL PROVISIONS

6.1 Service Interruptions

PESI is not responsible for any electricity service interruptions to a Consumer's property or Unit.

Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support systems are encouraged to inform PESI in writing of their medical needs and their available backup power. The Consumer is responsible for ensuring that the information they provide to PESI is accurate and up to date. The Consumer is also responsible to supply and maintain their equipment for electrical operation of a life support system.

6.2 Documents Available on Request

PESI will provide:

- (a) a copy of this Conditions of Service document to any person that requests it;
- (b) if the property is a residential property, a copy of each agreement between PESI, or its affiliate, and the developer of the property, or an affiliate of the developer, to each Consumer who requests it; or
- (c) copies of the USC and the Licence to any person who requests them;

and PESI may impose a fair and reasonable charge for the cost of providing copies of these documents).

PESI will also make copies of the USC and the Licence available for inspection by members of the public at its head office and any regional offices during normal business hours.

6.3 Provision of Information to Consumers

PESI may communicate general market and educational information to Consumers to whom it provides a bill.

6.4 Contacting PESI

PESI may be contacted at the following address and telephone and facsimile numbers during Normal Business Hours:

PESI
P.O. Box 95600
RPO Newmarket CTR Newmarket, ON
L3Y 8J8

Phone Number: 1-855-952-5280
Fax: 905-952-5290
E-mail: customercare@powerstreamenergy.com

Normal Business Hours
Monday to Friday between 8:30am and 4:30pm

APPENDIX A GLOSSARY OF TERMS

In these Conditions of Service, the following terms have the corresponding meanings set out below.

Arrears Payment Agreement means an agreement that PESI will make available to any residential electricity Consumer who is unable to pay his or her outstanding electricity charges;

Business Day means any day other than a Saturday, Sunday or statutory holiday observed in the Province of Ontario;

Conditions of Service means this Conditions of Service document and all appendices hereto;

Confirmation Form means a form signed by a Consumer who is the owner of a Unit or a tenant of a rental Unit in substantially the same forms as Appendix B and B-1, respectively, to these Conditions of Service;

Consumer means a person who requires an account with PESI in order to receive metering and billing services;

Consumer's Average Bill means an estimate of the Consumer's average monthly billing amount, which is calculated by taking the aggregate of the total electricity charges billed to the Consumer in the preceding 12 months and dividing by 12. If the Consumer has been a Consumer of PESI for less than 12 months, then the Consumer's average monthly billing amount shall be calculated by taking the aggregate total electricity charges billed to the Consumer as at the date of the estimate divided by the number of months that have passed since the Consumer became a Consumer of PESI.

Disconnection means a deactivation of connection assets, which results in cessation of distribution services to a Consumer;

ECPA means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8, as this statute may be amended from time to time;

Eligible Low-Income Consumer means:

- (a) a residential 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; or
- (b) a residential Consumer who has been qualified for Emergency Financial Assistance;

Emergency Financial Assistance means any OEB-approved emergency financial assistance program made available by an electricity distributor to Eligible Low-Income Consumers;

Electricity Act means the *Electricity Act, 1998*, S.O 1998, c.15, Schedule A, as this statute may be amended from time to time;

Electrical Safety Authority (ESA) means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority;

Licence means the OEB Unit Sub-metering Licence No. ES-2013-0285, as such licence may be amended from time to time;

OEB means the Ontario Energy Board;

Ontario Energy Board Act means the *Ontario Energy Board Act, 1998*, S.O. 1998 c.15, Schedule B, as this statute may be amended from time to time;

Social Service Agency or Government Agency means:

- (a) a social service agency or government agency that partners with a given distributor to assess eligibility for Emergency Financial Assistance; or
- (b) a social service agency or government agency that assess eligibility for other energy financial assistance or low-income financial assistance programs, and partners with a given distributor to qualify consumers for eligibility under the Code;

Unit means a condominium or rental unit of a building; and

USC means the OEB's Unit Sub-metering Code, as this document may be amended from time to time.

APPENDIX B
POWERSTREAM CONFIRMATION FORM
(CONDOMINIUM UNIT OWNER)

APPENDIX B.1
CONFIRMATION FORM

APPENDIX C

POWERSTREAM ENERGY SERVICES INC. RATES AND CHARGES

- C-1) Bill Format and Charge Definitions
- C-2) Specific Service Charges
- C-3) PESI Deposit Policies

APPENDIX C-1 - BILL FORMAT AND CHARGE DEFINITIONS

CHARGE TYPES

The charges shown on your bill are: Commodity Charge, Delivery Charge, Regulatory Charge, Debt Retirement Charge, Metering Charge and OCEB Credit.

1. COMMODITY

Regulated Price Plan (RPP) Consumers pay for electricity based on prices determined by the OEB. To view current rates visit www.oeb.gov.on.ca.

2. DELIVERY

The Delivery charge consists of the following components:

Distribution Costs: This charge reflects the costs of delivering the electricity to your building. It includes the infrastructure building and maintaining costs. The distribution charge varies with the amount of electricity used.

Consumer Service Charge: This charge covers the administrative costs, which typically include Consumer service, meter reading, billing, and maintenance of accounts. It is a fixed cost and does not change with the amount of electricity used.

Transmission Costs: These are costs of delivering electricity from the generator to your local utility along the high-voltage transmission system. Transmission costs vary with the amount of electricity used.

3. REGULATORY

The Regulatory charge consists of the following components, as approved by the OEB.

Wholesale Market Service Charge: This covers the cost of services provided by the Independent Electricity System Operator (IESO) to operate the wholesale electricity market and maintain the reliability of the high voltage power grid. It also covers the administration costs of the Ontario Power Authority (OPA) and certain costs incurred by local utilities to connect renewable generation.

Standard Supply Service Charge: This covers a portion of a utility's administrative costs to provide electricity to Consumers that purchase their electricity from the utility (i.e. Consumers that are not served by a retailer). This charge is set by the OEB and is the same for all utilities across the province.

4. OCEB CREDIT

The Ontario Clean Energy Benefit reduces the cost of up to 3,000 kWh/month of electricity use by 10%. Some exceptions apply, please see Ontario.ca/OCEB or call 1-888-668-4636.

For more information, please contact:

PESI at 1-855-952-5280. For specific billing inquiries or the OEB Consumer Service Centre at 1-877-632-2727 (toll free) or 416-314-2455 for general inquiries.

APPENDIX C-2 - SPECIFIC RATES AND CHARGES

- (a) Account set-up/change of occupancy fee (non-commercial units) – \$50.00 + hst reflected on the Consumer's first bill or upon a change of occupancy
- (b) Account set-up/change of occupancy fee (commercial units) – \$50.00 + hst as reflected on the Consumer's first bill or upon a change of occupancy
- (c) Monthly metering charge - equal to the amount per sub-metered account for reading, billing, collection and remittance services as reflected on the Consumer's bill
- (d) Providing account fee history for a unit - \$15.00
- (e) Pulling postdated cheques - \$15.00
- (f) Bill reprint - \$15.00
- (g) Providing a credit reference letter to a unit owner - \$15.00
- (h) Late payment fee - 1.5% of outstanding balance, monthly (19.56% annually)
- (i) Dated demand letter - \$15.00
- (j) Delivery of disconnection notice – no disconnection - \$40.00
- (k) Collection of account charge – no disconnection - \$130.00
- (l) Disconnect/reconnect charge at meter - \$105.00 during business hours; \$205.00 after business hours
- (m) Returned cheque charge - \$35.00 for the first occurrence and \$50.00 for each additional occurrence, plus bank charges
- (n) Meter dispute charge if meter found correct –
 - (i) Electric - \$100.00, plus Measurement Canada fees
 - (ii) Water - \$100.00
 - (iii) Gas - \$100.00
 - (iv) Thermal - \$100.00
- (o) Arrears payment agreement charge - 15% of the electricity charges arrears accumulated as at the date of the arrears payment agreement (inclusive of any Late Payment Fees) payable upon entering into the agreement
- (p) Arrears payment agreement charge (eligible low-income consumer's first arrears payment agreement or subsequent to having successfully completed

an arrears payment agreement as an eligible low-income consumer) - 10% of the electricity charges arrears accumulated as at the date of the arrears payment agreement (inclusive of any Late Payment Fees) payable upon entering into the agreement

- (q) Interest on under billed accounts (where consumer is responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions) will be charged at a rate equal to the prime rate charged by TD Canada Trust

Charges are subject to change. PESI may require payment in advance to complete Consumer requests.

APPENDIX C-3 - POWERSTREAM ENERGY SERVICES INC.

SECURITY DEPOSIT POLICY

1. WHEN SECURITY DEPOSITS ARE REQUIRED

Security deposits may be required when a Consumer initially applies for an account or fails to maintain a good payment history. Consumers are required to provide a security deposit at this time except where an exemption applies under Section 3 below.

Consumers are considered to have good payment history if **all** the following conditions are met for that Consumer:

- No more than one disconnection notice has been issued;
- No more than one bad cheque or pre-authorized payment has been returned for nonsufficient funds (NSF);
- No collection or disconnection trip has occurred; and
- PESI has not had to apply the Consumer's security deposit against arrears on the Consumer's account and required the Consumer to repay the amount of security that was applied to the Consumer's account.

The Consumer's good payment history will not be affected where any of these conditions are not met due to an error by PESI.

The determination of whether a Consumer has a good payment history is made by considering the above-referenced factors over the course of the most recent 1 year period in the case of a residential consumer or 5 year period in the case of a non-residential consumer, provided at least some of that time occurred during the previous 24 months.

PESI encourages Consumers to maintain a good payment history to avoid having to pay a security deposit. If a Consumer fails to maintain a good payment history, a security deposit will be required.

Where PESI is advised by a Social Service Agency or a Government Agency that the agency is assessing the Consumer for eligibility as a low-income Consumer, the due date for payment of the security deposit will be extended for 21 days pending the eligibility decision of the Social Service Agency or Government Agency.

Where PESI applies all or part of a security deposit to offset amounts owing by a residential Consumer, PESI may request that the Consumer repay the amount of the security deposit so applied. Where such a request is made, the security deposit shall be paid in equal installments over 4 months for a non-residential Consumer, and over the course of 6 months for a residential Consumer. In either case, the Consumer may repay the security deposit over a shorter period of time.

2. EXEMPTIONS

The requirements for a security deposit will be waived for Consumers that:

- sign up for pre-authorized payment;
- provide a letter of reference confirming good payment history from a licensed gas or electricity distributor in Canada;
- provide an established acceptable credit check from one of the following companies: Equifax, Transunion, Dunn & Bradstreet; or
- are Eligible Low-Income Consumers who contact PESI and request a waiver of the security deposit requirement.

Any Consumer who is granted an exemption under the criteria outlined above will have the exemption retracted if the Consumer fails to maintain good payment history in accordance with Section 2 of this Appendix C-3.

When an exemption is retracted, the Consumer's next billing will include a security deposit requirement.

3. SECURITY DEPOSIT AMOUNT

The amount of security deposit required from new Consumers is based on consumption as set out in PESI's account application materials provided to new account applicants. The amount of security deposits will be reviewed by PESI annually to determine whether the deposit should be adjusted (increased or partially returned) based on a change in consumption.

PESI shall not require a security deposit from any Consumer in excess of the "Maximum Amount" as determined below.

The Maximum Amount shall be calculated by multiplying PESI's billing cycle factor and the Consumer's estimated bill (which shall be based on the Consumer's average monthly load during the most recent 12 consecutive months within the past two years).

Where relevant usage information is not available for the Consumer for 12 consecutive months within the past two years, the Consumer's average monthly load shall be based on a reasonable estimate made by PESI.

Where a Consumer, other than a residential Consumer, has a payment history which discloses more than one disconnection notice in a relevant 12 month period, PESI may use that Consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past two years for the purposes of making the calculation of the Maximum Amount.

The “billing cycle factor” referenced above is 2.5 if the Consumer is billed monthly, 1.75 if the Costumer is billed bi-monthly, and 1.5 if the Consumer is billed quarterly.

4. SECURITY DEPOSIT PAYMENT

PESI will only accept payment of security deposits from residential Consumers in Canadian currency paid in cash, cheque, credit card, or some other form of payment acceptable to PESI.

PESI will only accept payment of security deposits from non-residential Consumers in Canadian currency paid in cash, cheque, credit card, or an automatically renewing, irrevocable letter of credit from a bank as defined in the *Bank Act*, S.C. 1991, c. 46.

Non-residential Consumers may pay the required security deposit in equal installments over 4 months. Residential Consumer’s may pay the required security deposit in equal installments over 6 months, including where a new security deposit is required due to PESI having applied the existing security deposit against any amounts owing in arrears on the Consumer’s account. The Consumer may, in its discretion, choose to pay the security deposit over a shorter time period.

5. REVIEWS, REFUNDS AND INTEREST

Interest shall accrue monthly on security deposits paid by way of cash, cheque, or credit card commencing on receipt of the total deposit required by PESI. The interest rate shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent.

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

PESI shall review the 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 the 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 as described in Section 4 of this Appendix C-3 above. Where a residential Consumer has paid a security deposit in installments, PESI will conduct a review of the Consumer’s security deposit in the calendar year in which the anniversary of the first installment occurs and thereafter at the next review as required by the USC.

PESI will respond promptly to a Consumer who, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demands in writing that PESI 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 exempt from paying 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 as described in Section 4 of this Appendix C-3 above. Where a 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.

Where during a review described in the immediately preceding two paragraphs PESI determines that some or all of the security deposit is to be returned to the Consumer, PESI will promptly return this amount to the Consumer by crediting the Consumer's account or otherwise. If PESI determines during such a review that the maximum amount of security deposit is to be adjusted upward, then

- (a) in the case of a non-residential Consumer, this additional amount will be added to the Consumer's next bill; and
- (b) in the case of a residential Consumer, this additional amount may be paid by the Consumer in equal installments over 6 months, unless the Consumer elects to pay the security deposit over a shorter period of time.

Where an Eligible Low-Income Consumer requests a refund of a security deposit previously paid to PESI by the Consumer, PESI will advise the Consumer within 10 days of the request that the balance remaining after the application of the security deposit to any outstanding arrears will be credited to his or her account where the remaining amount is less than the Consumer's Average Bill, or where the remaining amount is equal to or greater than the Consumer's Average Bill, the Consumer may elect to receive the refund by cheque and PESI will issue a cheque within 11 days of the Consumer requesting payment by cheque.

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

Where all or part of a security deposit has been paid directly to PESI by a third party on behalf of a Consumer, PESI will return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party, provided:

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

6. ENFORCEMENT

PESI disconnection policies, as set out in Section 4 of the main body of these Conditions of Service, will take effect immediately with respect to any Consumer who does not pay a security deposit when required.