

Rural Electrification Association Limited

**TERMS AND CONDITIONS
FOR
ELECTRIC DISTRIBUTION SERVICE**

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ARTICLE 1 – PREAMBLE

In accordance with the Master CPC Agreement made between the Rural Electrification Association Limited ("Association") and ATCO Electric Ltd. ("ATCO Electric"), the Association, as a wire owner, has retained ATCO Electric to act as its wire services provider ("WSP") after 31 December 2000. ATCO Electric will not be responsible for providing electricity directly to Members or Customers. Pursuant to the ***Electric Utilities Act*** ("EUA") and the Regulations made thereunder ("Regulations"), ATCO Electric in its role as a wire services provider will carry out the functions necessary to provide (i) the delivery of electric service to the Association and its Members and Customers; (ii) the maintenance and operation of the Association's electric distribution system; and (iii) the performance of certain other services such as enabling Retailers to acquire access to the Association's electric distribution system for the purposes of allowing them to sell electricity directly to end-use Members and Customers.

These Terms and Conditions are intended to govern the relationship between ATCO Electric and Members or Customers that require a Service Connection to the Association or ATCO Electric's electric distribution system. These Terms and Conditions will also govern the relationship between the Association's WSP and Retailer(s) or any other person whom the Member or Customer (or the Association) has assigned to act on its behalf in its dealings with the WSP, regarding the provision of wire service on the Association's electric distribution system.

These Terms and Conditions serve as a companion to Association's Retailer Terms and Conditions for Electric Distribution Service which is intended to enable Retailers to acquire access to the Association's electric distribution system for the purposes of allowing them to sell electricity directly to end-use Customers.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions, the Electric Service Tariff or an application, contract or agreement for service, shall have the meanings set forth below:

"Act" means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as amended from time to time;

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"Agent" means a person who deals and performs functions including, but not limited to, retailer transactions with the Association's WSP on behalf of a Self-Retailer or Retailer;

"Agreement" means the agreement between the Association and the WSP, also referred to as the Master CPC Agreement;

"Association" means the Rural Electrification Association or its successor;

"AUC" or *"Commission"* means the Alberta Utilities Commission established under the *ALBERTA UTILITIES COMMISSION ACT*, as amended from time to time;

"Billing Demand" means the demand upon which billing to a Consumer or Customer is based;

"Board" means the Board of Directors of the Association;

"Business Day" means any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*.

"Connected Load" means the sum of the capacities or ratings of the electric energy consuming apparatus connected to a supplying system;

"Consumer" means a Member or Customer that qualifies for membership in the Association.

"Customer" means a person, purchasing electricity for that person's own use from a Retailer;

"Customer Information" means Member or Customer name, telephone number, mailing address, site contact name, site contact phone number and other safety related information required to provide safe electric service to Members or Customers;

"Default Supplier" means a Retailer appointed pursuant to the RRR;

"Demand" means the maximum rate at which electric energy is delivered by the Association (expressed in kilowatts (kWh), kilovolt amperes (kV.A) or other suitable unit) at a given instant or averaged over any designated period of time;

"Distribution Access Service" means the service required to transport electricity to Members and Customers by means of an electric distribution system;

"Distribution Contribution" means the contribution a Consumer pays to the Association to be connected to the distribution Facilities of the REA;

"Distribution Tariff" means a distribution tariff prepared in accordance with the *Distribution Tariff Regulation*, as amended from time to time;

"Electric Service Contract" means an agreement for the provision of a Service Connection pursuant to these Terms and Conditions, between the Association and a Consumer qualifying for membership in the Association; in the form attached as Schedule C hereto;

"Electricity Services" means the services associated with providing electricity to a Customer, including the exchange of electric energy, making financial arrangements to manage financial risk associated with the pool price, distribution access service, system access service, ancillary services, billing, metering, performing load settlement, and any other services specified in the *Electric Utilities Act*;

"Electric Service Tariff" means a Distribution Tariff prepared by the Association;

"Energy" means electric energy (expressed in kilowatt hours and abbreviated as kWh);

"Facilities" means a physical plant (including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery);

"Force Majeure" means circumstances not reasonably within the control of the Association or its WSP, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, provincial, state or local government or from any of their agencies or boards, excluding Decisions and/or Orders made by the AUC, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise;

“Generating Customer” means a Customer with on-site generating equipment that is interconnected with the Association's distribution Facilities and is determined to be either a;

- (a) *“Distributed Generator”* – means a generator that is not defined as a Micro-Generator, or
- (b) *“Micro-Generator”* – means a generator as defined in the Micro-Generation Regulation; A.R. 27/2008, as amended from time to time;

“Incremental Interconnection Costs” means the costs of materials, labor, expenses and any other direct costs incurred by the Association or its WSP to allow a Generating Customer to make use of the distribution system.

“Independent System Operator” or *“ISO”* means the corporation established pursuant to the *Electric Utilities Act*, and carrying out the name of “Alberta Electric System Operator” or “AESO”;

“In-service Date” means the date on which the Association or its WSP specifies service is to be available or the date the service is actually available, whichever is later;

“Interconnected System” means those portions of the Association's Facilities which are connected with the electrical systems of other electric utilities in the Province of Alberta;

“Load” means the demand and energy delivered to or required at any Point of Service;

“Member” means a person within the Service Area of the Association who qualifies for membership in the Association and has entered into an Electric Service Contract with the Association. To qualify for membership a person must meet the membership criteria found in the RUA, the Association's bylaws and in contracts between the Association and ATCO Electric;

“Member Extension Costs” means the costs to extend service to a Consumer;

“Meter Data Manager” or *“MDM”* means an entity as defined in the Settlement System Code;

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"Point of Service" means the point at which the Association's service conductors are connected to the conductors or apparatus of a Member;

"Power Factor" means the ratio of the highest metered kilowatt demand in a billing period to the highest metered kilovolt ampere demand in that same billing period;

"Power Pool" means the scheme established pursuant the *Electric Utilities Act*,

"Proposal Letter" means a letter prepared by the Association or WSP outlining the technical parameters, the costs, and the commercial arrangements in response to a Consumer's application for a new extension;

"REA" means incorporated rural electrification association;

"RRR" means the *Roles, Relationships and Responsibilities Regulation* as amended from time to time;

"Retailer" means a person who sells or provides Electricity Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under the Association's Retailer Terms and Conditions for Electric Distribution Service and includes Default Supplier, the person with whom the Association has made arrangements to provide the regulated rate tariff to eligible Customers, and Self-Retailers;

"Retailer Guide" means the guide prepared by the WSP which describes the business processes for the transactions between the WSP and the Retailer in relation to the provision of Service;

"Self-Retailer" means a person carrying out the Retailer function to obtain electricity services solely for its own use;

"Service Connection" means the Facilities required to physically connect the Customer's facilities to the Association's distribution system to permit either to obtain Distribution Access Service;

"Site" means a unique end-use Point of Service, being the finest level at which settlement recognizes retailer assignments, and receives consumption data;

“*Site ID*” means a unique identification number assigned by the Association’s WSP to each unique end-use Point of Service;

“*Usage Information*” means information regarding the historical electricity consumption of a Customer and includes:

- Site ID;
- Read Date;
- Net Measured Energy (kW.h); and if available
- Net Measured Demand (kW); and
- Net Measured Demand (kV.A)

“*WSP*” (Wires Service Provider) means a person whom the Association has authorized to act on its behalf pursuant to sections 104 and 105 of the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

2.2 Conflicts

- (a) If there is any conflict between a provision expressly set out in an Order of the AUC and these Terms and Conditions, the Order of the AUC shall govern subject to Board or Board designated authority approval.
- (b) If there is any conflict between a provision expressly set out in these Terms and Conditions, as amended from time to time, and the Agreement between the Association and its WSP, the express provision of the Agreement shall govern.

2.3 Headings

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

2.4 Schedules and Appendices

The following schedules and appendices are attached to and form part of these Terms and Conditions:

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- Schedule A – Standard Supply Specifications
 - Schedule B – Supplementary Service Charges
 - Schedule C – Electric Service Contract

ARTICLE 3 – GENERAL PROVISIONS

3.1 Board Approval

These Terms and Conditions have been approved by the Board of Directors of the Association and filed with the AUC for information. The Association or its Board designated authority may amend these Terms and Conditions by filing a notice of amendment with the AUC.

3.2 Distribution Tariff

The Association's Distribution Tariff is available for public inspection during normal business hours at the business offices of the WSP and at the offices of the AUC and can be accessed from the WSP website at: <http://www.atcoelectric.com>. These Terms and Conditions are part of the Association's Distribution Tariff and are established pursuant to the *Distribution Tariff Regulation*.

3.3 Effective Date

These Terms and Conditions come into force when the Board or its designated authority approves an amendment to these Terms and Conditions. Revisions will be issued, with the effective date of the amendments indicated thereon, and filed with the AUC for information.

3.4 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Association, the WSP and to every Member, Consumer or Customer to which the Association provides a Service Connection. These Terms and Conditions also govern the relationships between the Association, the WSP and Retailer or any other person for whom the Member, Consumer or Customer has assigned to act on its behalf in its dealings with the Association or its WSP regarding the provision of wires service on the Association's electric distribution system.

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- (b) The application for a Service Connection, the entering into an Electric Service Contract, the use by the Customer of a Service Connection to obtain Distribution Access Service or the payment by the Member, Consumer or Customer of an account rendered by the Association or its WSP in relation to a Service Connection shall constitute acceptance by the Member, Consumer or Customer of these Terms and Conditions.
 - (c) No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Board or its designated authority.

3.5 Customer Guide to New Extensions

The WSP has developed a Customer Guide to New Extensions to help Consumers who need electric service extended to a new or expanded site. This Guide outlines the basic processes that the WSP follows to design and build an extension. The Customer Guide will be updated, from time to time, to reflect changes to the electric utility industry, or the changing needs of the Association and Consumers. The WSP is committed to follow practices in the Customer Guide. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Customer Guide to meet unique needs in certain circumstances.

The Customer Guide is available for public inspection and can be accessed at: <http://www.atcoelectric.com>.

3.6 Ownership of Facilities

- (a) The Association remains the owner of all Facilities necessary to provide a Service Connection to the Consumer, unless an agreement between the Association and Consumer specifically provides otherwise.
- (b) Payment made by Consumers for costs incurred by the Association in installing Facilities does not entitle Consumers to ownership of any such Facilities, unless an agreement between the Association and the Consumer specifically provides otherwise.

3.7 Fees and Other Charges

The WSP will provide all standard services hereunder pursuant to the Association's Distribution Tariff. All additional and supplementary services provided by the Association or its WSP to a Customer will be charged a separate rate or fee, such as those included, without limitation, in Schedule B herein. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

ARTICLE 4 – ESTABLISHMENT OF SERVICE

4.1 Application for Service Connection

- (a) To enable the Association or the WSP to provide the requested service, applicants for service shall supply information regarding the location of the premises to be served, the Consumer's connected load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information or reference if necessary and any other information that may be required by the Association or the WSP. The WSP shall provide and maintain a non-binding Customer Guide to New Extensions as a plain language information aid for the information required.
- (b) Upon receipt of the required information, the Association or the WSP will advise the applicant of the type and character of the Service Connection it will furnish to the Consumer, and any special conditions that must be satisfied.

4.2 Method of Application

4.2.1 Form and Acceptance of Application

All Consumers must be eligible under current statutes, Association contractual obligations and Association policies or by-laws to contract for service with the Association. The Association or the WSP reserves the right to verify the identity of the Consumer and the accuracy of the information provided and to require the Consumer to sign an application in writing on forms provided by the Association or the WSP.

4.2.2 Application by Retailer or Other Person

A Retailer or any other person acting as an agent of a Consumer may apply for a Service Connection on behalf of the Consumer. The Retailer or Agent must provide the Association or the WSP, in a form acceptable to the Association and the WSP, verifiable authorization from the Consumer to make such application.

4.3 Establishment and Re-establishment of Credit or Deposits

4.3.1 Establishment of Credit

- (1) The WSP shall not require a deposit from a new applicant unless the applicant falls under the circumstances defined in Section 4.3.2 herein.
- (2) All Customers will be required to follow the security requirements as defined by the Customer's Retailer.
- (3) The WSP reserves the right to request Consumers or Customers to establish credit for any amounts to be provided by such Consumers or Customers, including but not limited to idle service or Distribution Contribution, under these Terms and Conditions.

4.3.2 Re-establishment of Credit

- (a) **Former Members or Customers with an Outstanding Balance**

An applicant who has been a Member or Customer of the Association or the WSP and who is indebted to either the Association or the WSP will be required to re-establish credit by paying all delinquent bills and depositing the amount prescribed herein.

- (b) **Delinquent Members and Customers**

A Member or Customer whose electric service has been disconnected for nonpayment of bills for service may be required, before service is restored, to establish credit by paying all delinquent bills, the reconnection fee and depositing the amount prescribed herein.

4.3.3 Amount of Security Deposits

The amount to be deposited will be determined by the Association or the WSP at the time of the service application.

4.3.4 Refunds of Security Deposits

A security deposit is refunded or credited to the Member's or Customer's account with interest when:

- (1) the Member's or Customer's Service Connection is disconnected, other than for default in payment of accounts, and the Member or Customer has paid all amounts owing to the Association and or the WSP; or
- (2) the Member or Customer has satisfactorily established credit by paying all bills on or before the due date of the said bill, for twelve (12) consecutive months.

4.3.5 Interest of Security Deposits

Interest on each Member or Customer's security deposit held by the WSP will be calculated at the rate specified from time to time in *The Residential Tenancies Act*, but not less than 2.5% per annum. Interest will be credited to the Member's or Customer's account annually or when the deposit is refunded.

4.3.6 Use of Security Deposits

If a Member or Customer fails to pay an amount billed, and collection action has been initiated by the WSP, the WSP may apply all or any portion of a Member's or Customer's security deposit toward payment of the outstanding amounts, including interest. When the WSP has taken this step, the Member or Customer may be required to pay to the WSP the amount deducted from the Member's or Customer's security deposit. Upon termination of a Service Connection, the WSP may apply all or any portion of a Member's or Customer's security deposit, including interest, toward payment of any amount due and owing by that Member or Customer.

4.4 Rejection of Application

The Association or the WSP may, without limitation, reject any applicant's request for a Service Connection when:

- (a) the Customer does not have currently in force all permits or other authorization that may be required for the installation of the Service Connection as defined in section 4.6; or
- (b) the Association or the WSP determines that a previous account held by the Customer with either the Association or the WSP is in arrears; or
- (c) the Customer fails to provide a security deposit or letter of credit from a suitable financial institution in form acceptable to the Association and the WSP; or
- (d) any representation made by the Customer to the Association or the WSP for the purpose of obtaining a Service Connection is, in the Association or WSP's opinion, fraudulent, untruthful or misleading; or
- (e) the Consumer has not, when requested by the Association or WSP to do so, provided a signed written application for a Service Connection, Proposal Letter, an Electric Service Contract; or
- (f) the proposed loads, in the WSP's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Association and WSP personnel or Facilities belonging to the Association or other interconnected Facilities.

4.5 Electric Service Contract

- (a) To become a Member the Consumer shall be required by the Association to sign an Electric Service Contract in respect of a Service Connection as shown in Schedule C. The Electric Service Contract shall be signed by the Consumer and not by its Agents.
- (b) A Consumer may also be required by the Association to sign a Registration of the Utility Right Of Way in respect of a Service Connection as shown in Schedule C.

The Registration of the Utility Right Of Way shall be signed by the Consumer and not by its Agents.

- (c) In the absence of a signed Electric Service Contract, the supplying of a Service Connection by the Association or the WSP and the acceptance thereof by the Consumer shall be deemed to constitute an agreement by and between the Association and the Consumer for delivery, acceptance and payment for electric service under the Association's applicable price schedules and Terms and Conditions.

4.6 Approvals

The Consumer or Customer requesting a Service Connection shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. The Association or its WSP shall not be required to commence or continue installation or operation of a Service Connection unless and until the Consumer or Customer has complied with the requirements of all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, all Association and WSP requirements applicable to the installation and operation of the Service Connection.

4.7 Information and Requirements for Service

4.7.1 Distribution Service Connections

Upon request, the Association or its WSP shall provide to the Consumer or Customer information on the method and manner of making Service Connections. Such information may include a copy of the WSP's Customer Guide to New Extensions, a description of the Service Connection available, location of entrance facilities and metering equipment, and Consumer, Customer, Association and WSP responsibilities for installation of Facilities.

4.7.2 Distribution Access Service

For Consumers or Customers requesting information on Distribution Access Service, the Association or its WSP will make available the following information:

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- (a) notification and informational materials about competition and Customer choices;
 - (b) the Association's Retailer Terms and Conditions for Electric Distribution Service;
 - (c) direct Consumers or Customers, on request, to a source where they may obtain the current list of licensed Retailers maintained in accordance with the *Fair Trading Act*. Neither the Association nor its WSP is under obligation to assure the accuracy of this list.

4.7.3 Usage Information

- (a) The WSP shall provide standard Usage Information to a Member or Customer upon request for:
 - (1) the 12-month period preceding the date of the request, or
 - (2) for any shorter period for which the WSP has collected that information.
- (b) An Agent or consultant, acting on behalf of a Member or Customer, may request Usage Information by obtaining and submitting to the WSP the authorization from the Member or Customer in a form as set out in the WSP's Retailer Guide.
- (c) The Member or Customer shall submit written requests for Usage Information based on Site ID. If the number of Sites on a request exceeds twenty (20), the Site ID list must be provided electronically as set out in the WSP's Customer Guide to New Extensions.
- (d) The WSP will normally process requests within five (5) Business Days of receiving notification from the Member or Customer. If the WSP determines that it cannot process the request within five (5) Business Days, the WSP shall notify the Member or Customer of the approximate delivery date.

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- (e) Requests for Usage Information will be provided by the WSP at no additional cost for requests made once per year per account. The WSP reserves the right to assess a charge for additional Usage Information requests as set forth in Schedule B hereof.

4.8 Application of Price Schedules

- (a) The Association or its WSP will make Consumers and Customers aware of the various price schedules under which the Association provides service to Consumers and Customers. The Association and its WSP will endeavor to apply the applicable price schedule, which is most favorable to the Consumers and Customers, providing the price schedule applies to the service requested by the Consumer or Customer, the Consumer or Customer is eligible for the requested service and the application of the requested price schedule does not have an adverse impact on other Customers. Neither the Association nor its WSP shall be required to refund the difference in charges under different price schedules for any past period during which the Consumer or Customer did not request service under an alternate price schedule that may have been available to such Consumer or Customer.
- (b) Various riders and options are also applicable to the service as specified in the Distribution Tariff approved from time to time by the Board.
- (c) Subject to the above, where the Consumer's service requirements change so that some other price schedule(s), riders and options apply to the service, upon the receipt of a written request from the Consumer, the WSP will advise the Consumer of its eligibility for service under the alternate price schedule, and at the request of the Consumer, the WSP will change the Customer billing accordingly.
- (d) A Consumer may elect to have service billed on any other price schedule applicable to that Consumer's service requirements subject to the above conditions. Any change shall not be effective until the next complete billing period. An election under this section may not be made more than once in any 12-month period, unless the Consumer's service requirements change, and will apply to all arrangements the Consumer has with the Association if the Service Connection is billed on more than one price schedule.

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- (e) In addition to payments for electric service, the Consumer or Customer (or Retailer) is required to pay the WSP the amount of any tax or assessment levied by any tax authority on electric service delivered to the Customer.
 - (f) Should a dispute arise between the Association, the WSP and the Consumer or Customer with regards to their eligibility to switch rates, the WSP will normally bring the dispute before the Board for resolution. This does not preclude the Consumer's or Customer's ability to bring the same dispute before the Board. Switching will not be allowed before the Board renders a decision.

4.9 Setup Fee

- (a) When a Customer is connected for the first time at an existing service location, the Customer will pay a non-refundable Setup Fee as defined in Schedule B herein.
- (b) When a Consumer is connected for the first time at a new service location, the Consumer will pay the actual costs, without limitation, the meter connection costs, account setup costs, and the initial meter read costs at time of construction. The Setup Fee, as specified in Schedule B, will apply thereafter to new Customers connecting to the existing service location.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

After the Consumer or Customer has complied with all application and deposit requirements and has been accepted for service by the Association and the WSP, and has obtained all required permits and/or inspections indicating that the Consumer's or Customer's facilities comply with local construction, safety standards or regulations, and has enrolled with a Retailer, the WSP shall schedule that customer site for Service Connection.

5.1 Member Provided Facilities and Requirements

5.1.1 Protection of the Association's Equipment

The Consumer shall furnish and maintain, at no cost to the Association or the WSP, the necessary space, housing, fencing, barriers, and foundations for the protection of the Facilities to be installed upon the Consumer's premises. If the Consumer refuses, the Association may at its option furnish and maintain, and charge the

Consumer for furnishing and maintaining, the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Association and the WSP's specifications and approval.

5.1.2 Power Factor

For services metered in kilowatt demand, a Consumer or Customer shall design, install and operate their facilities in such a manner as to maintain a Power Factor of not less than 90%. The Association or the WSP may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to the Association or the WSP such corrective equipment as the WSP may deem necessary under the circumstances. For Customers with a Power Factor less than 90%, a charge for deficient power factor may apply as per applicable rate schedule.

5.1.3 Compliance with Requirements and Use of Service Connection

Members and Customers will ensure that their facilities comply with the applicable requirements of the Canadian Electrical Code and with any other technical guidelines that may be issued from time to time by the WSP. The Customer shall not use the Service Connection in a manner so as to cause interference, with any other Customer's use of a Service Connection, such as abnormal voltage levels, frequency levels and harmonic levels. At the request of the Association or the WSP, the Member or Customer shall take whatever action is required to correct the interference or disturbance at the Member's or Customer's expense.

5.1.4 Extensions

A Consumer or Customer shall not extend or permit the extension of facilities connected to the Association's distribution beyond property owned or occupied by that Consumer or Customer for any Point of Service.

ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

At the request of the Association, the Consumer shall grant, or cause to be granted, to the Association without cost to the Association, such easements or rights-of-way over, upon or under the property owned or controlled by the Consumer as the Association reasonably requires for the construction, installation, maintenance, repair, vegetation management and daily operations of the Facilities required for a Service Connection to the Consumer or Customer and in the performance of all other obligations required to be performed by the Association or the WSP hereunder.

6.2 Right of Entry

Employees, agents and other representatives of the Association or the WSP shall have the right to enter a Consumer's property at all reasonable times for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing the Association's Facilities and for any other purpose incidental to the provision of a Service Connection and the Consumer or Customer shall not prevent or hinder the Association or the WSP's entry.

6.3 Vegetation Management

The Consumer and Customer shall permit the Association or the WSP to manage vegetation on the property owned or controlled by the Consumer or Customer to maintain proper clearances and reduce the risk of contact with the Association's Facilities. The Association or the WSP shall make reasonable efforts to notify the Consumer and Customer before such work is performed.

6.4 Interference with Association's Facilities

Consumers or Customers shall not install or allow to be installed on property owned or controlled by the Consumer Member or Customer any temporary or permanent structures that could interfere with the proper and safe operation of the Association's Facilities or results in non-compliance with applicable statutes, regulations, standards and codes.

Consumers or Customers shall not plant any trees or shrubs within close proximity of the Association Facilities that could potentially interfere with the proper and safe operation of

those Facilities or results in non-compliance with applicable statutes, regulations, standards and codes. If such trees or shrubs are planted, the Association shall have the right to remove them at the Consumer's or Customer's expense.

ARTICLE 7 – DISTRIBUTION EXTENSION

7.1 General Requirements

- (a) Upon an applicant's request for a new Service Connection, the Association or the WSP shall prepare a Proposal Letter outlining the estimated cost of the Service Connection to be paid by the applicant.
- (b) All agreements requiring payment by the Consumer shall be in writing and signed by each party. The Association may also accept agreements by electronic mail transmission to the address designated by the Association.

7.2 Determination of Member (Consumer) Distribution Costs and Contributions

7.2.1 Member (Consumer) Distribution Service Connection - Extension Costs

The costs incurred by the Association or its WSP in extending a Service Connection extension to a Consumer may consist of the following:

- (a) Local Line Extension Costs

The local Facilities required to extend service for the sole purpose of an individual Consumer, plus

- (b) Shared Line Extension Costs

Where a new line extension uses infrastructure paid by an existing Consumer or Consumers, plus

- (c) Upgrading Costs

If the Consumer line extension requires an upgrade to the Association's Facilities, the upgrade costs incurred by the Association may form part of the Consumer's extension cost.

(d) Advancement Costs

If a Consumer or a well defined group of Consumers request the Association to advance the upgrade of existing Facilities, the costs of the upgrade including but not limited to, incremental higher costs associated with construction in a season other than what would be normally done, carrying costs, and higher construction costs associated with additional mobilization and demobilization from advancing the construction of Facilities, may be classified as member-related.

(e) New Extension Cost Sharing between Consumers (Members) and WSP-Customers

When the WSP connects any new non-REA Customers to the Association's electrical facilities or the Association connects new Consumers to WSP owned facilities, the WSP or the Association, as the case may be, shall cause to be paid by that new WSP-Customer or new Consumer a connection contribution determined on a basis of equal cost sharing in respect of the jointly used Facilities serving the new WSP-Customer or new Consumer. The contribution will be calculated by dividing the sum representing reproduction cost new less depreciation of the jointly used Facilities, by the total number of WSP-Customers and Consumers utilizing the jointly used Facilities. Any portion of the jointly used Facilities older than 5-years shall be excluded from the calculation. The number of WSP-Customers or Consumers whose service was connected earlier than 5-years before the calculation is made shall be excluded from the calculation. In the case of a single phase connection to three phase facilities the single phase reproduction cost new, less depreciation will be used for purposes of the calculation.

7.2.2 Delay in Taking Service

If the Service Connection is not energized within 30 days of the in-service date or the Service Connection ceases to be energized, the Association or WSP may begin billing the Consumer, Customer or the Customer's Retailer the minimum amount specified in the appropriate price schedule.

7.2.3 *Conversion from Overhead to Underground Service*

A Consumer may request that existing Association Facilities be converted from overhead to underground service. The Consumer, or any person who is acting on behalf of a Consumer and who provides the Association and the WSP with verifiable authorization from the Consumer, will be charged for all costs incurred by the Association and the WSP in connection with the conversion, including without limitation, the following:

- (a) the estimated cost of removing the existing Facilities, less the estimated salvage value, plus
- (b) the estimated cost for the installation of the new underground Facilities, plus
- (c) any applicable Setup Fee as specified in Schedule B

ARTICLE 8 – SERVICE CONNECTION

8.1 ASSOCIATION / WSP Responsibility and Liability

8.1.1 Continuous Supply

The Association and the WSP shall make all reasonable efforts to maintain continuity of service to Consumers and Customers, but the Association and the WSP cannot guarantee an uninterrupted electricity supply.

8.1.2 Interruption

Without liability of any kind to the Association, the WSP shall have the right to disconnect or otherwise curtail, interrupt or reduce service to Customers:

- (a) whenever the WSP reasonably determines, or when the WSP is directed by the ISO, to facilitate construction, installation, maintenance, repairs, removal, improvements or inspection of any of the Association or WSP owned Facilities, or interconnected systems, or to permit the connection or disconnection of other Customers;

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- (b) to maintain the safety and reliability of the Association and WSP owned distribution systems; or
 - (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Association or the WSP owned distribution systems or Force Majeure.

8.1.3 Reasonable Efforts

The WSP shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the Customer with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume the Customer's Service Connection as promptly as reasonably practicable.

8.1.4 ASSOCIATION / WSP Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Association and the WSP shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Consumer or Customer; or a Consumer's or Customer's property, resulting from the negligent acts or omissions of the Association and the WSP, their employees or agents or interconnected Companies) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by the Association and the WSP to the Association Customers. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a Customer.

8.1.5 Force Majeure

Should the Association and the WSP be unable, because of an event of Force Majeure, to provide a continuous supply of energy to a Customer, the Association and the WSP's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Association and the WSP shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, the Association and the WSP shall give notice to the affected Consumers and Customers of such Force Majeure.

8.2 Consumer (Member) and Customer Responsibility and Liability

8.2.1 Consumer and Customer Responsibility for Facilities

The Consumer or Member shall be responsible for the installation and condition of all Facilities on the Consumer or Member's side of the point of service, except Facilities owned by the Association. The Consumer or Member shall be responsible for any destruction of or damage to the Association's Facilities located on the Member or Consumer's premises where the destruction or damage is caused by a negligent act or omission or willful misconduct of a Member, Consumer or Customer or anyone permitted by the Member, Consumer or Customer to be on the premises.

8.2.2 Consumer and Customer Liability

- (a) The Consumer or Member assume full responsibility for the proper use of the Service Connection provided by the Association and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Consumer's or Member's premise or on premises owned or controlled by the Customer that are not the Consumer or Member's property.
- (b) The Consumer and Customer shall indemnify and save harmless the Association and the WSP from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Association or the

WSP, its employees and agents or breach of the Terms and Conditions by the Association or the WSP, its employees and agents.

8.2.3 Protective Devices

The Consumer or Customer shall be responsible for determining whether any devices are needed to protect the Consumer's or Customer's Facilities from damage that may result from the use of a Service Connection. The Consumer or Customer shall provide and install any such devices.

8.2.4 Service Calls

The Association or the WSP may require a Consumer or Customer to pay the actual costs of a Consumer or Customer requested service call if the source of the problem is the Consumer's or Customer's Facilities.

8.3 Interference with the Association's Property

No one other than an employee or authorized agent of the Association or the WSP shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by the Association. The Consumer or Customer shall not interfere with or alter the meter, seals, or other Facilities or permit the same to be done by any person other than the authorized agents or employees of the Association or the WSP.

8.4 Unauthorized Use

Where the Association or the WSP determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby the Association or the WSP is denied full compensation for services provided, the WSP will bill the Consumer, Customer or the Customer's Retailer for the Association's estimated energy and wires charges of such unauthorized use, including repairs of damage or reconstruction of the Association or WSP owned Facilities. Nothing in this section shall limit any other rights or remedies that the Association or the WSP may have in connection with such unauthorized use.

8.5 Frequency and Voltage Levels

The Association and the WSP will make every reasonable effort to supply energy at 60-Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and as specified in Schedule A. Some voltage levels set out in Schedule A may not be available at all locations served by the Association.

ARTICLE 9 – GENERATING CUSTOMERS

9.1 Provision of Service

The Association will attempt to provide interconnection services to Generating Customers requesting such services as set out in these Terms and Conditions. Unless otherwise specified, this article will apply to both Distributed Generators and Micro-Generators.

9.2 Continuous Service

The Association and WSP shall make all reasonable efforts to maintain continuity of service to Generating Customers, but the Association and WSP cannot guarantee uninterrupted service.

9.3 Planned Outages

- (a) Without liability of any kind to the Association or the WSP, the WSP reserves the right to interrupt, discontinue or otherwise place limits on the output of the Generating whenever the WSP reasonably determines, or when the WSP is directed to do so by the ISO, to facilitate construction, installation, maintenance, repairs, removal, improvements, or inspection of any of the Association's facilities; or to permit the connection or disconnection of other Customers; or to maintain the safety and reliability of Association or WSP owned distribution systems or other emergency situations.
- (b) The WSP shall endeavor to give prior notice to Generating Customers who will have service interrupted or reduced and will endeavor to ensure that such interruptions are short and infrequent as circumstances permit. The contact lists and communication channels will be specified in the operating agreement between the Consumer, Generating Customer, the WSP and the Association.

9.4 ASSOCIATION / WSP Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Association and WSP shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Generating Customer or a Generating Customer's property, resulting from the negligent acts or omissions of the Association and WSP, its employees or agents or interconnected Companies) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by the Association and WSP to Generating Customers. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a Generating Customer.

9.5 Force Majeure

Should the Association and WSP be unable, because of an event of Force Majeure, to provide a continuous service to a Generating Customer, the Association and WSP's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Association and WSP shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, the WSP shall give notice to the affected Generating Customers of such Force Majeure.

9.6 Generating Customer Responsibilities

- (a) The Generating Customer will be responsible for the installation and condition of all facilities on the Generating Customer's side of the Point of Service, except metering or other equipment owned by the Association.
- (b) The Generating Customer shall indemnify and save harmless the Association and the WSP from and against any claim or demand for injury to persons or damage to

property arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Association or the WSP, its employees and agents.

- (c) The Generating Customer shall be responsible for any damage to Association Facilities located on the Generating Customer premises where the damage is caused by the negligent acts or omissions or willful misconduct of the Generating Customer or anyone permitted by the Generating Customer to be on the premises.

9.6.1 Protective Devices

- (a) The Generating Customer shall be responsible for determining whether it needs any devices to protect its equipment from damage that may result from the interconnection to the Association Facilities. The Generating Customer shall provide and install any such devices.
- (b) The Generating Customer will provide the WSP with the required documentation and settings for such devices. Where the WSP has determined that there are adverse impacts on other consumers or operating processes, the WSP can order modifications to these protective systems.
- (c) The Generating Customer must obtain written approval from the WSP for any modifications to these schemes.
- (d) The Generating Customer must use teleprotection signals or other such reliable means to separate the generators from the electric system during islanding conditions.
- (e) The Generating Customer shall be responsible for any damages that are caused as a result of failure to safely separate during an islanding situation. Unapproved islanding conditions will be defined by the WSP in the operating agreement.

9.6.2 *Service Calls*

The WSP may require a Generating Customer to pay the actual costs of a Generating Customer requested service call if the source of the problem is the Generating Customer's own facilities.

9.6.3 *WSP Disconnection for Safety Reasons*

The WSP may, without notice, disconnect a Generating Member Customer service where, in the WSP's opinion:

- (a) the Generating Customer has violated the terms of the operating agreement with the Association; or
- (b) the Generating Customer has permitted the wiring of its facilities to become hazardous; or
- (c) the wiring of the Generating Customer facilities fails to comply with applicable law; or
- (d) the use of the service may cause damage to Association or WSP owned Facilities or interferes with or disturbs service to any other Customer.

The WSP will reconnect the service when the safety problem is resolved and when the Generating Customer has provided, or paid the WSP's costs of providing, such devices or equipment as may be necessary to resolve such safety problems and to prevent such damage, interference or disturbance.

9.6.4 *Metering and Settlement*

Unless otherwise stated in the Micro-Generation Regulation, as amended from time to time, the following conditions apply to all Generating Customers.

- (a) The WSP has developed a Guide to Meter Data Manager Requirements for Distributed Generators. The Guide outlines the requirements of Distributed Generators in meeting obligations to the load settlement agent (LSA). The Guide to Meter Data Manager Requirements for Distributed Generators will be updated, from time to time, to reflect changes to the electric utility

industry, or the changing needs of the Association's Generating Customers. The WSP is committed to follow practices in the Guide. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Guide to meet unique needs in certain circumstances.

The WSP's Guide to Meter Data Manager Requirements for Distributed Generators is available for public inspection and can be accessed at: **<http://www.atcoelectric.com>**.

- (b) The Generating Customer will be responsible for installing 4-quadrant metering facilities to measure active energy and reactive energy produced by the generator and consumption of power, active energy and reactive energy, flowing from the distribution system to the Generating Customer's facilities. The metering facilities shall be in compliance with the standards set by the WSP.
- (c) At the request of the WSP, the Generating Customer shall install additional metering facilities if the WSP determines that the existing metering facilities are inadequate or not properly configured to measure the full consumption flowing from the Association or the WSP owned distribution system to the Generating Customer's facilities. The WSP reserves the right to install additional metering, at the Generating Customer's cost, as it deems necessary to ensure accurate measurement of consumption from the Association or the WSP owned distribution system.
- (d) The Generating Customer must provide power production information to the WSP and is responsible for complying with all current Settlement System Code requirements of a MDM with respect to the metered power production information. The WSP may use the power production information for internal use. The Generating Customer shall refer to the WSP's Guide to Meter Data Manager Requirements for information relating to the format in which data is provided to the WSP.
- (e) The Generating Customer must provide the WSP with consumption information in a form acceptable to the WSP, as set out in WSP's Guide to

Meter Data Manager Requirements, whether or not the Generating Customer consumes power from the Association or the WSP owned distribution systems. In addition the Generating Customer is responsible for complying with all current Settlement System Code requirements of a MDM with respect to the metered power consumption information.

- (f) Upon receipt of a request by the Generating Customer, the WSP will install 4-quadrant metering facilities to measure active and reactive energy as identified in part (a). The WSP will be responsible for interrogating the meter and complying with all current Settlement System Code requirements of a MDM with respect to the metered power production and consumption information. The Generating Customer will be provided with consumption and power production information for its internal use. The Generating Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs as set out in Schedule B herein.
- (g) Bi-directional cumulative or interval metering will be provided by the Association as required by the *Micro-Generation Regulations*, as amended from time to time.
- (h) Telemetry is required for all generating units in excess of 5 MW in capacity, or where the WSP has determined that telemetry is required in order to maintain reliable operation of the distribution system.

9.6.5 Meter Test

- (a) When applicable, the WSP reserves the right to request meter test information from the Generating Customer.
- (b) If metering facilities have been removed for reasons such as, but not limited to, testing or inspection, the WSP may estimate the demand and amount of energy supplied, but not registered, at the Point of Service.
- (c) The WSP may, at any reasonable time, read, inspect, remove and test a meter owned or controlled by the Generating Customer. The WSP shall have the right to enter a Generating Customer's property for the purpose of

reading, inspecting, testing and removing the meter, and the Generating Customer shall not prevent or hinder the WSP's entry.

9.6.6 Energy or Demand Diversion

- (a) If under any circumstances a Generating Customer prevents a meter from accurately recording the total demand or energy supplied from the Association or WSP owned distribution systems, or the consumption information has been found corrupted, the WSP may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.
- (b) The WSP may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Generating Customer or its Retailer (when applicable) shall pay the cost of the estimated demand and energy consumption relating to the diversion back to the time that the diversion can be reasonably determined, plus all costs relating to the investigation and resolution of the diversion.

9.6.7 Permits and Agreements

Subject to the Micro-Generation Regulation, as amended from time to time, the Generating Customer shall obtain and provide to the WSP copies of all required permits, licenses and authorizations prior to commencement of service or any change in service requirements at any point of interconnection, which includes:

- (a) AUC approval and order to connect; and
- (b) acceptance from the local inspection and code enforcement authorities; and
- (c) an agreement with the WSP which will specify technical and operating requirements if it wishes to operate in parallel operation with; or as supplementary, auxiliary or stand-by service to any other source of electric energy.

9.6.8 Approvals

Subject to the Micro-Generation Regulation, as amended from time to time, the following conditions will apply.

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- (a) The Generating Customer must obtain written approval from the WSP before any modification is made to the Generating Customer's system.
 - (b) The Generating Customer will be responsible for becoming a Power Pool participant and complying with any Power Pool requirements for any energy delivered to the Power Pool.
 - (c) The Generating Customer will be responsible for securing all required technical, commercial, or operational arrangements with the ISO.
 - (d) The Generating Customer will be responsible for providing technical information to the WSP as required. The WSP will treat this information as confidential and will not release such information to any other parties without the expressed and written consent of the Generating Customer.
 - (e) The Generating Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the ISO and the WSP, and as specified in the operating agreement between the Generating Customer and the Association. The WSP shall have the right to inspect the Generating Customer's facilities for compliance.
 - (f) The WSP will be responsible for providing technical information to the Generating Customer as required. The Generating Customer will treat this information as confidential and will not release such information to any other parties without the expressed and written consent of the WSP. Information related to distribution system use or modeling of such use, may be restricted in order to respect Member confidentiality.

9.7 Incremental Interconnection Costs

Subject to the Micro-Generation Regulation, as amended from time to time, the following conditions will apply.

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- (a) The Generating Customer will be required to pay all incremental interconnection costs as determined by the WSP, to allow the Generating Customer to make use of the Association and WSP owned distribution system, including:
- (1) any costs of connection to the distribution system, including any cost sharing to load Members or Customers ;
 - (2) any costs to upgrade existing distribution Facilities;
 - (3) an application fee associated with performing engineering estimates, planning, operating or protection studies or any additional or routine modeling and testing required by the ISO, as set forth in Schedule B hereto;
 - (4) any costs of protection, anti-islanding circuitry, communication facilities, telemetry or modification to Distribution or Transmission facilities required to reliably separate the generator from the electric system.
- (b) An agreement for payment of the incremental costs must be made between the Generating Customer and the WSP before any work on the interconnection is commenced;
- (c) The Generating Customer shall be required to pay all replacement costs for all incremental interconnection Facilities including the replacement of assets at the end of useful life or replacement due to failure, including but not limited to, elements such as transformers, poles, regulators, capacitors, line conductor, and teleprotection systems.
- (d) The WSP may provide the Generating Customer with an option to pay for the replacement costs over time as defined in Section 9.8.

9.8 Ownership of Facilities

- (a) The Association remains the owner of all interconnection Facilities it provides to serve the Generating Customer, unless an agreement between the Association and the Generating Customer specifically provides otherwise.

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- (b) Payment made by Generating Customers for costs incurred by the Association in installing Facilities does not entitle Generating Customers to ownership of any such Facilities, unless an agreement between the Association and the Generating Customer specifically provides otherwise.

9.9 Payment Options and Credit Requirements

Subject to the Micro-Generation Regulation, as amended from time to time, the Association may provide the Generating Customer with an option to pay for the incremental interconnection costs determined under section 9.7 over time, providing they satisfy the credit requirements listed herein. The payment period will not exceed five years.

- (a) Subject to review and reassessment of the credit worthiness of a Generating Customer by the WSP from time to time, the WSP has established the following minimum financial criteria for Generating Customers requesting to pay for the incremental costs over time. The Generating Customer will be deemed to have met the credit requirements if:
- (1) the Generating Customer, affiliate or person which guarantees the financial obligation of the Generating Customer in a manner acceptable to the WSP has at least an "A" rating from the Canadian Bond Rating Service or an equivalent rating from a major reputable bond rating service satisfactory to the WSP, or
 - (2) the Generating Customer provides, in a manner acceptable to the WSP, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, trust company, credit union or other lending institution acceptable to the WSP.
- (b) The WSP will secure the following minimum information and supporting documentation prior to entering into a contract with a Generating Customer to conduct a credit risk assessment.
- (1) Most recent credit rating report from a recognized rating agency and a list of bank credit and trade references, including address, phone numbers and bank officer.

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- (2) Audited financial statements for the latest two years (two most recent Annual Report to Shareholders, if applicable).
 - (3) Description of the corporate structure, including the name of the Chief Executive Officer and Chief Financial Officer.
 - (4) Legal name, address, phone, and fax numbers of the Generating Customer,
 - (5) Certificate specifying the names, titles, and specimen signatures of the persons authorized to approve and confirm contracts.
- (c) All costs associated with obtaining financial security and meeting prudential requirements are the responsibility of the Generating Customer.

9.10 Incremental Operations and Maintenance Charges (O & M)

- (a) The Distributed Generator Customer will be required to pay ongoing incremental operation and maintenance charges based on the incremental interconnection costs as per the criteria specified in section 9.7. The daily incremental O & M is calculated as the ratio of annual O & M costs to Gross Rate Base allocated to the Associations D31 Option P Customer divided by 365. The monthly incremental O & M charge will determined as follows:

Daily Incremental O&M Rate (D31) X Incremental Interconnection Costs

- (b) The daily incremental O & M charge will apply as long as the Generating Customer takes service and will include the costs of normal preventative and fault maintenance, including replacement of insulators, conductors, fuses, single poles, on going brushing and switching to perform normal preventative maintenance and fault isolation.
- (c) Any expenses incurred by the WSP to perform switching or isolation at the request of the Generating Customer will be recovered directly from the Generating Customer.

9.11 Incremental Administration and General Charges (A & G)

The Distributed Generator Customer will be required to pay ongoing incremental administration and general charges based on the incremental interconnection costs as per the criteria specified in section 9.7. The daily incremental A & G rate will be calculated as the ratio of annual A & G costs to the Gross Rate Base allocated to the Associations D31 Option P Customers divided by 365. The daily incremental A & G charge will be determined as follows:

Daily Incremental A&G Rate (D31) X Incremental Interconnection Costs

The daily incremental A & G charges will apply for as long as the Generating Customer takes service.

ARTICLE 10 – METERS

10.1 Installation of Meters

10.1.1 Provision and Ownership

The WSP shall provide, install, and seal one or more meters for the purpose of measuring the Energy delivered to a Customer by way of a Service Connection. Time of use or interval meters and associated communication equipment shall be installed for a Customer who has a connected load exceeding 500 kW or as required by the Micro-Generation Regulation, as amended from time to time. A Consumer or Customer requesting an interval meter outside of these conditions will be assessed the charges indicated in Schedule B (d). Each meter shall remain the sole property of the Association.

10.1.2 Responsibility of Consumer or Customer

When requested by Association or the WSP each Consumer or Customer shall have installed a CSA-approved meter receptacle or other CSA-approved facilities suitable for the installation of the Association's meter or metering equipment.

10.2 Location

Meter locations shall be approved by the WSP based on type of service and convenience of access to the meter. Where a meter is installed on a Consumer or Customer-owned pole, the pole shall be provided and maintained by the Consumer or Customer as required by the Canadian Electric Code and any other applicable legislation.

10.3 Access to Meters

- (a) The WSP may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Consumer or Customer.
- (b) Upon written request to the Association and the WSP, the Consumer or Customer may access pulse data directly from its interval meter. The WSP's Customer Guide to New Extensions sets out the method in which costs are to be recovered.

10.4 Meter Test and Adjustments

- (a) The WSP may inspect and test a meter at any reasonable time. At the request of the Customer's Retailer, the WSP shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated for this purpose.
- (b) If a test determines that the meter is not accurate within the limits set by government standards, the Retailer's bill will be adjusted back to the time that the error can be reasonably determined to have commenced, subject to the *Regulated Rate Option Regulation*, as amended from time to time.

Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later, in accordance with the *Electricity and Gas Inspection Act*, as amended from time to time. Neither the Association nor the WSP shall be liable to the Customer or Retailer for any additional costs that are associated with such metering or meter reading errors.

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- (c) The WSP reserves the right to assess a charge to the Retailer for a meter test, in circumstances where the WSP has not been responsible for any metering error, as set forth in Schedule B hereof. This charge will not apply in circumstances where the meter has been tested to be faulty.

10.5 Energy or Demand Diversion

- (a) If under any circumstances, a person other than an Association or WSP employee, agent or contractor, prevents a meter from accurately recording the total demand or energy supplied, the WSP may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.
- (b) The WSP may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Retailer shall pay the cost of the estimated demand and energy consumption plus all costs related to the investigation and resolution of the diversion.

10.6 Changes to Metering Equipment

- (a) Should a Retailer request or consent to a Customer request for new metering equipment beyond the basic service, the WSP shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Retailer and meet the WSP's requirements. The Retailer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs as set forth in Schedule B hereof. For changes to metering equipment on primary distribution voltage levels, the cost of providing and installing such metering equipment and the ongoing operating costs, will be determined on a case by case basis. The metering equipment shall become the property of the Association and will be maintained by the Association and the WSP. The WSP shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. The WSP shall bill the Retailer upon installation, and the Retailer shall pay the WSP in full on or before the 11th Business Day following the Business Day in which the Retailer was invoiced. If payment is not received within 11

business days, the WSP shall charge interest on the late payment as set forth in Schedule B and Section 11.4 hereof.

- (b) Should a Retailer request to return the metering equipment to its previous basic form, the Retailer shall bear the cost of removal and installation of the metering equipment.
- (c) Upon request by the Retailer or Customer, the WSP may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

ARTICLE 11 – RENDERING AND PAYMENT OF BILLS

11.1 Reading and Estimates

Billing will be based on meter readings made by the WSP from time to time or on estimates for those billing periods when the meter is not read. The WSP reserves the right to assess a charge to the Retailer for additional reads above the standard practices as defined in Schedule B hereof.

11.2 Calculation of Bills

- (a) The amount of any initial and final charges, other than consumption based charges, will be determined using the number of days that service was provided to a Consumer or Customer in the billing period.
- (b) The WSP may elect to change a Customer's meter reading schedule.
- (c) Where a meter reading schedule is changed, any charges other than energy, during the transition period between the old and new meter reading schedule, will be determined using the number of days that service was provided to a Customer in the transition period.
- (d) The WSP may elect not to charge a Customer for the billing period if, during that period, demand was five kilowatts or less, service was provided for five days or less and energy consumption was five kilowatt hours or less.

-
- (e) For all new accounts, the WSP may add the charges for service provided during the initial period to the bill for the following billing period.

11.3 Payment

- (a) The payments for service provided to a Consumer or Customer under the Association's Price Schedule (and collected by the Retailer, if applicable) shall commence on the earlier of the first billing date after the date upon which the Consumer or Customer commences taking service, or thirty (30) days after the date that service is made available to the Consumer or Customer.
- (b) The Consumer or Customer shall pay all amounts required to be paid under these Terms and Conditions upon receipt of a bill for such amounts. Bills shall be deemed rendered and other notices duly given when delivered to the Consumer or Customer at the address for service. Failure to receive such bill from the WSP will not entitle the Consumer or Customer to any delay in the settlement of each account, or to any extension of the date after which a late payment charge becomes applicable. Any bill rendered to a Consumer or Customer for which valid payment has not been received by the date indicated on the bill shall be considered past due. WSP reserves the right to assess a late payment charge as set forth in Schedule B hereof.

11.4 Late Payment Charge

If a Consumer or Customer defaults or is late in paying its bill, the WSP will apply a late payment charge as per Schedule B on the amount due. The billing process is as follows: The WSP will invoice the Consumer or Customer each billing cycle for the period prior to the billing cycle. The Consumer or Customer shall pay the WSP on or before the 13th Business Day (17 calendar days) following the Business Day on which the Consumer or Customer was invoiced. The WSP applies a short grace period before it applies the late payment charge if it can be demonstrated that the bill was paid on time at the Consumer's or Customer's financial institution. If payment is not received, the WSP applies the late payment charge on the amount due. If the Consumer or Customer fails to pay the balance on its next billing cycle, the late payment charge is applied to the balance carried forward

(including interest). If an outstanding balance remains on a going-forward basis, the WSP will initiate collection action including disconnecting service to the Consumer or Customer or in the case of an inactive (idle) service arrears will forward a removal of service request to the Association for subsequent follow-up action.

11.5 Returned Cheque Fee

The WSP reserves the right to assess a service charge to the Consumer or Customer, or the Customer's Retailer in respect of any cheque returned by the Consumer's or Customer's bank for any reason as defined in Schedule B hereto.

11.6 Adjustment of Bills

11.6.1 Billing Error

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and subject the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, the WSP will return any amount found owing to the Retailer forthwith. Subject to the *Regulated Rate Option Regulation*, as amended from time to time, the right or ability of either party to dispute a bill for service provided hereunder shall only apply to bills rendered during a period of two (2) years prior to the date of a written notice of such dispute. The WSP may assess a charge to the Retailer for reviewing billing disputes, in circumstances where the WSP has not been responsible for any billing error, as established in Schedule B hereof.

11.6.2 Unauthorized Use

Where the WSP determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby the Association or the WSP is denied full compensation for service provided, the WSP will bill the Customer's Retailer for the Association's estimated energy and wires charges of such unauthorized use. Nothing in this section shall limit any other rights or remedies that the Association or the WSP may have in connection with such unauthorized use.

If it is determined that the Consumer or Customer is not enrolled with a Retailer at the time of the unauthorized use, the Consumer or Customer will pay all applicable charges including the cost of energy billed to the WSP by the Power Pool.

11.7 Peak Metered Demand Waiver

11.7.1 Load Management

The Association will forgive the Customer's distribution peak demand ratchet if in the opinion of the WSP, the Customer has invested in demand management equipment and complies with the following requirements:

- (a) The Consumer or Customer has demonstrated, to the WSP's satisfaction, that the investment in new equipment was installed solely for the purpose of reducing peak demand. If the WSP is unable to determine if the reduction in demand was installed solely for the purpose of reducing demand, the WSP or the Consumer or Customer may contract with an independent third party to assist in the determination. The third party costs shall be the responsibility of the Consumer or Customer requesting demand ratchet relief.
- (b) The Consumer or Customer provides the information necessary for the WSP to determine that the equipment was installed solely for the purpose of demand management.
- (c) The Consumer or Customer is served from shared distribution Facilities.
- (d) The reduction in demand will result in extended life or capacity of the distribution system and must result in a reduction of forecast Association or interconnected system investment in those Facilities.

The Transmission portion of the demand ratchet will be waived if the WSP does not continue to incur ISO costs associated with that Consumer's or Customer's reduction in demand as a result of diversity at the transmission system point of delivery, or if the ISO waives the respective transmission demand charge.

11.7.2 Forgiveness of New Distribution Peak Demands

The WSP will forgive new peak demands when:

- (a) The Consumer's or Customer's new peak demand is a result of an unscheduled power outage caused by WSP, which consequently requires a Consumer or Customer to operate at a load above that considered normal for the Consumer's or Customer's operation in order for that Consumer or Customer to meet previously determined production requirements.

It is the Consumer's and Customer's responsibility to demonstrate; to the WSP's satisfaction that the increase in demand was a direct result of a need to meet previously determined production requirements. The simultaneous startup of Consumer or Customer equipment after a power outage resulting in a Consumer or Customer establishing a new demand will not qualify for forgiveness of the new peak demand.

If the Consumer or Customer's request for ratchet waiver meets the above criteria, the normal demand will replace the new peak demand for billing purposes; or

- (b) The Consumer's or Customer's new peak demand is the result of a reduction in a Consumer or Customer owned generation, or the implementation of emergency procedures at a facility without Consumer or Customer owned generation, in response to a catastrophic event such as a fire, explosion, or similar disaster at the Consumer's or Customer's facility.

If the request for demand waiver meets the above criteria, the new peak demand will be used for billing purposes for the billing period during which the new peak demand was established, but it will be waived for ratchet purposes for future bills.

11.7.3 Transmission Demand

If the WSP estimates that it has incurred a transmission system point of delivery ratchet, as a direct result of providing service to the Consumer or Customer, the WSP will waive the new peak demand if the ISO waives the new peak demand to the WSP.

ARTICLE 12 – CHANGE IN SERVICE CONNECTION

12.1 Prior Notice by a Consumer or Customer

- (a) A Consumer or Customer shall give to the WSP reasonable prior written notice of any change in service requirements, including any change in load to enable the WSP to determine whether or not it can supply such revised service without changes to Association or WSP-owned Facilities. A Retailer or any other person acting as agent for a Consumer or Customer and who provides the WSP with verifiable authorization from the Consumer or Customer may give such notice to the WSP on the Consumer's or Customer's behalf. If the WSP receives such notice from a Retailer or other person, the WSP may at its option require such notice directly from the Consumer or Customer.
- (b) The Consumer or Customer shall not change its requirement for a Service Connection without the WSP's written permission. The Consumer or Customer shall be responsible for all damage caused to the Association's distribution system or the interconnected system as the result of the Consumer or Customer changing its requirements for a Service Connection without the WSP's permission.

12.2 Relocation of Association Facilities

The Association may require a Consumer to pay all reasonable costs incurred by the Association or the WSP in relocating any Association Facilities at the Consumer's request. If requested by the WSP, the Consumer shall pay the estimated cost of the relocation in advance.

ARTICLE 13 – SERVICE DISCONNECTS AND RECONNECT

In accordance with the Settlement System Code, any requests to disconnect service by a Consumer or Customer shall be made through the Consumer's or Customer's Retailer. If the Consumer or Customer notifies the WSP that the disconnect is short-term and required for reasons including but not limited to equipment testing and inspection, the WSP reserves the right to complete the request for disconnect and subsequent reconnect. If the WSP determines the disconnect request falls under the provision of idle service, the WSP will administer the request as per this Article.

13.1 Disconnection and Idle Service

13.1.1 Temporary Disconnection

Upon the request of the Member, Consumer or Customer or the Member's, Consumer's or Customer's Retailer, the WSP shall temporarily disconnect any service being provided by the Association.

- (a) The Member, Consumer or Customer, or the Member's, Consumer's or Customer's Retailer, agrees to pay the idle service charge as determined by price schedule Option F and the rate schedule the Member, Consumer or Customer was on at the time of going idle. If the Member's, Consumer's or Customer's Point of Service is reconnected within 12-months of disconnection, the minimum monthly charge will be billed to the Member, Consumer or Customer for each month back to the date of the disconnection based on the rate schedule the Member, Consumer or Customer was on at the time of going idle.
- (b) The Member, Consumer or Customer, or the Member's Consumer's or Customer's Retailer, agrees to pay any charges made to the Association by the ISO that will not be recovered as a direct result of the Member's, Consumer's or Customer's idle service.
- (c) The Association reserves the right to assess the idle service charge to the Customer's Retailer. If the Site is not enrolled with a Retailer, the WSP shall assess the idle service charge to the Member, Consumer or Customer at the site.
- (d) If the Service Connection remains disconnected for greater than 12 months, it will be considered permanently disconnected and administered as per 13.1.3 herein.

13.1.2 Right to Remove Site Meter

The Member, Consumer or Customer shall permit the WSP to remove the Site meter on property owned or controlled by the Member, Consumer or Customer for any temporary disconnection. The Association reserves the right to assess a charge to the Member, Consumer or Customer, or the Member's Consumer's or Customer's Retailer, for a supplementary meter read, as set forth in Schedule B, as

a direct result of the Member, Consumer or Customer preventing or not allowing the WSP to remove the Site meter.

13.1.3 Permanent Disconnection/Removal

At the discretion of the Association, the Facilities can be permanently removed only at the request of the Member, Consumer or Board. Upon receipt of such a request, the WSP shall read the service meter within a reasonable time and shall use its best efforts to read the meter at the time so requested by the Member or Consumer. The Member or Consumer shall pay for all services provided to the time of such reading. At the discretion of the Association, the Facilities provided by the Association will then be removed. Membership in the Association is terminated upon service removal. The Member or Consumer or the Member's or Consumer's Retailer may also agree to pay the idle service charges set forth in Sub-section 13.1.1. The Association, at its discretion, may also recover unpaid tariff fees and service removal costs by registering a caveat against the Member's or Consumer's property where the Service Connection was located.

13.2 Disconnection at Request of Retailer

In accordance with the Electric Utilities Act, the Retailer shall have the right to request that the WSP disconnect service to a particular Customer, and the WSP shall comply with that request, unless such action is inconsistent with the Association's approved policies contained as specified in the Retailer Terms and Conditions for Electric Distribution Service.

13.3 Disconnection by the Association and or WSP

- (a) The Association or the WSP has the right to disconnect electric service to the Consumer or Customer in a number of circumstances, including but not limited to non-payment of the Association or WSP invoices or any past due charges by the Consumer or Customer; or evidence of safety violations, energy theft, or fraud, by the Consumer or Customer; or the Consumer or Customer fails to meet its obligations under these Terms and Conditions including failing to sign an Electric Service Contract or a Maintenance of Idle Service Agreement with the Association. If a Consumer or Customer notifies the Association to disconnect service and it is

enrolled with a Retailer, the WSP will complete the request and subsequently notify the Retailer.

- (b) If the disconnect is a result of a safety violation, the WSP will reconnect the service when the safety problem is resolved and when the Consumer or Customer has provided, or paid the WSP's costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance. The WSP may assess a reconnect charge to the Retailer as set forth in Schedule B hereof.

13.4 Reconnect Service

This section applies when the Association or the WSP is asked to reconnect or restore service to a Consumer or Customer whose service was previously restricted by a current-limiting device, discontinued or removed (whether or not at the request of the Consumer, the Customer, the Customer's Retailer or the Association).

Before reconnecting or restoring service, the Consumer, the Customer, or the Customer's Retailer shall pay:

- (a) any amount owing including written off accounts;
- (b) a reconnection charge as defined in Schedule B;
- (c) the security deposit, if any, required under section 4.3 herein; and
- (d) the minimum monthly charge for each month of disconnection, if service is reconnected or reconstructed within 12 months of disconnection, as determined by the Association's price schedules.
- (e) the full cost of restoring the service, if reconstruction is required

13.5 Removal of Facilities

Upon termination of service, whether requested by the Consumer or Board, the Association shall be entitled to remove any of the Association Facilities located upon the property of the Consumer and to enter upon the Consumer's property for that purpose.

SCHEDULE A – STANDARD SUPPLY SPECIFICATIONS

The Association and WSP's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN_C235-83, are listed in the following section. Upon request by the Consumer, the WSP may provide other supply voltages or supply arrangements. If this option is chosen, the Consumer will be responsible for all incremental costs associated with provision of service using non-standard supply arrangement or voltages as determined by the WSP.

1.0 Farm:

(a) 240/120 V – single phase, three wire

overhead and underground secondary conductors are supplied by the Consumer

(b) 208 Y/120 V – three phase, four wire

overhead and underground secondary conductors are supplied by the Consumer

2.0 General Service:

(a) 240/120 V – single-phase, three wire

i) overhead secondary conductors are supplied by the Association

ii) underground secondary conductors are supplied by the Consumer

(b) 208 Y/120 V – three-phase, four wire

i) overhead secondary conductors are supplied by the Association for loads up to 150 kV.A

ii) overhead secondary conductors are supplied by the Consumer for loads greater than 150 kV.A

iii) underground secondary conductors are supplied by the Consumer

(c) 480 Y/277 V – three phase, four wire

i) overhead secondary conductors are supplied by the Association for loads up to 150 kV.A

ii) overhead secondary conductors are supplied by the Consumer for loads greater than 150 kV.A

iii) underground secondary conductors are supplied by the Consumer

(d) 600 Y/347 V – three phase, four wire

i) overhead secondary conductors are supplied by the Association for loads up to 150 kV.A

ii) overhead secondary conductors are supplied by the Consumer for loads greater than 150 kV.A

iii) underground secondary conductors are supplied by the Consumer

(e) 4160 Y/2400 Y – three phase, four wire, 2,000 kV.A to 10,000 kV.A

i) overhead secondary conductors are supplied by the Consumer

ii) underground secondary conductors are supplied by the Consumer

SCHEDULE B – SUPPLEMENTARY SERVICE CHARGES

1.0 APPLICABILITY

The following Supplementary Service Charges are applicable to every Consumer and Customer within the Association's service area, unless otherwise specified.

The service charges outlined herein are also outlined in the Association's Retailer Terms and Conditions for Electric Distribution Service. This is done to ensure that the Consumer, Customer and Retailer are aware of the charges that may apply. For greater certainty, the listing of these charges in both sets of Terms and Conditions does not entitle the Association or the WSP to recover charges under both sets of Terms and Conditions.

2.0 SCHEDULE OF CHARGES

All charges and provisions of the Consumer's or Customer's applicable price schedule shall apply in addition to the following charges for the service being provided:

	<u>Application</u>	<u>Fee</u>
(a) SETUP FEE		
	This fee applies when a new Consumer or Customer takes service at a Site and requests the setup during the Company's regular business hours. This fee does not apply to private light accounts.	\$14.00 per site
(b) RETAILER RE-ENROLLMENT FEE		
	This fee applies when a Retailer finds that it has enrolled an incorrect Site and the Company initiates a re-enrollment of the Member or Customer back to the previous Retailer. This fee will be assessed to the Retailer that made the error.	\$14.00 per site
(c) RECONNECTION AND DISCONNECTION OF SERVICE		
(1)	Reconnection of electric service to any premises during the WSP's regular business hours:	\$120.00

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(2) Reconnection of electric service to any premises after the WSP's regular business hours, if requested by the Retailer (or Consumer or Customer):

**\$ WSP's actual costs
(\$120.00 minimum)**

(3) Disconnection of electric service to any premises after the WSP's regular business hours, if requested by the Retailer (or Consumer or Customer):

**\$ WSP's actual costs
(\$120.00 minimum)**

(4) Failed attempts to disconnect electric service to any premises during or after the WSP's normal business hours.

**\$ WSP's actual costs
(\$120.00 minimum)**

(d) REQUEST FOR INTERVAL METER

Consumer or Customer request for interval metering (for Distribution Generator connected load under 500 kW or small Micro-Generator):

Capital and installation, cost of meter, phone line or cell phone plus monthly phone line charges

Cost of material and Installation plus \$70.00 per month per meter for ongoing operating and maintenance costs

(e) SUPPLEMENTARY METER READS ^{1/}

This fee applies for additional meter reads above the WSP's standard meter read practices.

(1) Conventional meter reads (AMR):

\$8.00 per read per meter

(2) Conventional meter reads (non AMR):

(i) Meter read to any premises during the WSP's normal business hours:

\$120.00 per read per meter

(ii) Meter read to any premises after the WSP's normal business hours:

**\$ WSP's actual costs
(\$120.00 minimum)**

^{1/} **Standard WSP Meter Reads:**

Interval meters.....	Daily
Conventional meters (AMR and non AMR type)....	Monthly or Bi-monthly

(f) BILLING AND METER DISPUTES

Review of billing and meter disputes, which may include a meter test as required, in circumstances where the WSP has not been responsible for any error: includes a meter test, in circumstances where the WSP has not been responsible for any error:

(1) Self Contained Metering:
\$160.00 per evaluation

(2) Instrument Transformer Metering:
\$350.00 per evaluation

(g) USAGE INFORMATION REQUESTS

This fee applies when the WSP is requested to provide Usage information above the standard service request. This fee will be assessed to the party that is making the request.

\$109.00 per hour
(minimum 1 hour)

(h) GENERATING CUSTOMER APPLICATION FEES

Micro-Generator

\$0.00

Distribution Generator

CSA or UL Certified Invertors under 5 kW:

\$0.00

Synchronous Generator:

\$2,250.00 per interconnection site

Induction Generator:

Under 250 kW: \$750.00 per interconnection site
Over 250 kW: \$1,500.00 per interconnection site

Load Following Generator:

Under 250 kW: \$450.00 per interconnection site
Over 250 kW: \$900.00 per interconnection site

(i) LATE PAYMENT CHARGE

1.5% per month (19.56% per annum)

(j) RETURNED CHEQUE FEE

\$20.00

SCHEDULE C- ELECTRIC SERVICE CONTRACT

Site ID: _____

ELECTRIC SERVICE CONTRACT
(Referred to as the "Contract")

Ver: 09-22-2011

1. PARTIES

This section identifies the parties to this Contract:

- (a) _____, the person(s) applying for electrical service whose signature(s) appear(s) at the end of this Contract and whose mailing address is _____, Alberta _____ otherwise identified as Municipal address _____ is/are the Consumer. For the purposes of this Contract the Consumer is/are the registered Lands owner(s).
- (b) **Rural Electrification Association Limited**, whose address is _____ Alberta, _____, is the corporation with whom the Consumer enters into this Contract with and is herein referred to as the "Association".

2. LANDS

This section describes the property that will be supplied with electrical service. Other property owned or controlled by the Consumer(s), where the Association requires a utility right-of-way for its electrical distribution system is also subject to this Contract. Electrical service shall be provided to the following location:

Quarter _____ Section _____ Township _____ Range _____ West of the _____ Meridian _____
Plan _____ Block _____ Lot _____ OR

The service location and other property above will be referred to as the "Lands". The Consumer charges the Lands, set above, for any debt, interest and costs that may become owing by the Consumer to the Association pursuant to this Contract and the said Lands are hereby secured to the extent of that debt.

- 3. CAPITAL CONTRIBUTION** The Consumer shall pay to the Association, prior to the construction of any electric service, the estimated cost of the facilities necessary to provide such service to the Consumer and any Association assessments imposed on a new Consumer for capital reserves or other charges such as cost sharing contributions between existing Consumer and other users of the electric distribution system.

4. INTERPRETATION

In this Contract, the following words and phrases shall have the following meanings:

"UTILITY RIGHTS-OF-WAY" (UROW) means; the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing, replacing, reconstructing, altering, upgrading, maintaining and repairing the Association's electrical distribution system and any extension to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in this Contract. The Parties hereby agree that where a new extension or addition to the Association's electric distribution system is required on other properties owned by the Consumer, the Association shall notify the Consumer and require the execution of a new UROW Agreement on the effected Lands. The Consumer hereby agrees that the Consumer(s) will not refuse or hinder the construction of any new extension or addition, nor will the Consumer unreasonably withhold the signing of such agreement.

"AUC" means the Alberta Utilities Commission.

"REA MASTER AGREEMENT" means the agreement and its renewal, replacement, as amended or substituted, made between the Associations and depending on the provincial service area, ATCO Electric Ltd. or FortisAlberta as applicable and their successors or assigns.

5. THE REA MASTER AGREEMENT

This contract is subject to all the provisions of the REA Master Agreement, including those provisions that deal with requirements for Consumer membership in the Association. The Consumer agrees to accept all of the provisions in the REA Master Agreement as though they were specifically set out in this Contract. The Association shall make a copy of the REA Master Agreement available to the Consumer when requested by the Consumer in writing.

6. DISTRIBUTION TARIFF TERMS AND CONDITIONS

This Contract is subject to all the provisions of the Association's Distribution Tariff Terms and Conditions as approved by the Board of Directors of the Association and filed for information with the AUC. Copies of the Terms and Conditions can be obtained from the Association, the Association's wires services provider or the AUC.

7. UTILITY RIGHTS-OF-WAY (UROW)

1) Utility Rights-Of-Way:

The Consumer grants to the Association, its employees, contractors or agents a UROW of up to 15 meters wide (up to 7.5 meters on either side of the facilities). The UROW extends to any continuation of or branch from any extension to the Associations electrical distribution system, as the Association may require, enabling it to serve other Consumer(s). Where the Association reasonably considers it necessary due to the condition or the circumstances then existing, the Association shall have the right to go on or across all or any part of the Lands for gaining reasonable access to the electric distribution system. The Consumer (registered landowner) and the Association mutually covenant and agree with each other, that the "UROW" granted shall not be assigned to other entities or persons, other than those described under the Rural Utilities Act Chapter R-21 and its regulations.

2) Duration of the Utility Rights-Of-Way:

The UROW granted continues in full force and effect for so long as the Association, its successors and assigns, continues to maintain and operate the electrical distribution facilities located on the Lands. The UROW shall continue even if any of the following events happen:

- i. the Consumer(s) or the Association no longer uses the electric service;
- ii. the Association stops providing some or all of its service to the Consumer(s), any subsequent owner, lessee or occupier of the Lands;
- or
- iii. this Contract is terminated.

3) Vegetation Management:

The UROW grant gives the Association the right to carry out Vegetation Management programs within it, including the complete removal of trees, brush or shrubs that interfere or hinder the safe and cost effective operation of the Associations electric distribution system. The Association will carryout all Vegetation Management on the electric distribution system UROW including up to the Consumer transformer location. The Consumer is responsible for Vegetation Management on all secondary low voltage lines. The Consumer agrees not to plant any trees, bush or shrubs on this UROW without the concurrence of the Association. **If such trees, brush or shrubs are planted, the Association shall have the right to remove them at the Consumer's expense.**

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8. **TERM AND TERMINATION**

This Contract will continue in effect, unless either the Consumer or the Association gives the other party at least thirty (30) days written notice requesting this contract be terminated, provided that all Regulated Rate Option obligations, if applicable, have been fulfilled. The Association shall have the right to refuse or to discontinue provision of electrical service to the Consumer, either temporarily or permanently, or at its option, to terminate this contract if the Consumer fail(s) to fulfill their obligations under the Association's Distribution Tariff Terms and Conditions.

9. **VERBAL AGREEMENTS**

No promises, agreements or representations of any agent, contractor or employee of the Association shall be binding unless this contract is amended in writing and agreed upon by both parties to the Contract.

10. **TRANSFER OF CONTRACT**

The contract is not transferable or assignable by the Consumer.

11. **ASSOCIATION'S AGENT**

The Association is entitled to assign any part of this contract. The Association is also entitled to appoint, employ or engage any person to do any act or thing which the Association is required or entitled to do under this Contract. Such person may act in his or her own name or in the name of the Association.

12. **TITLE**

The Association remains the owner of all facilities necessary to provide electric service to the Consumer. Any contribution or payment made by the Consumer(s) does not entitle the Consumer to any ownership of facilities.

13. **INDEMNIFICATION**

The word "indemnity" is a legal term, which means to protect from and compensate for any losses from penalties or liabilities. The Consumer agrees to indemnify the Association; its employees, agents and contractors, from any claim or for injury to person(s) or damage to property related to the use of the electrical service provided. This indemnification applies so long as injury or damage was not caused by willful misconduct or negligence of the Association or its employees, agents and contractors.

14. **AUTHORITY**

The Association is subject to the authority of the AUC or its successor. Electrical service under this Contract shall be provided in compliance with any directives the AUC may issue from time to time.

15. **LIABILITY**

If the Consumer is made up of two or more parties, all obligations and liabilities of the Consumer arising from this contract will apply to each party independently.

16. **BINDING EFFECT**

This Contract will only become binding and enforceable once it has been accepted by the Association. The Association is entitled to refuse any application for electric service. Any funds received with an application that is refused will be returned to the Consumer.

17. **NOTICE**

Notice required under clause 8 shall be deemed to have been properly given by mailing the same to the other party at the address in 1 (a & b) above and shall be conclusively deemed to be received by the other party seven (7) days after postmarked.

18. **TIME AND BENEFIT**

Time shall be of the essence in this Contract. This means that the provisions of the Contract will be performed by the parties as soon as reasonably possible in the circumstances.

19. **GENERAL**

This Contract shall be binding on and enforceable by the parties as well as their respective heirs, executors, administrators, successors and assigns unless prohibited by the Terms of this Agreement.

IN WITNESS WHEREOF the Consumer has executed this application this _____ day of _____.

Witness

Consumer Signature

Witness

Consumer Signature

This application accepted by the Association this _____ day of _____.

Rural Electrification Association Limited.

Per: _____

Per: _____

FOR ASSOCIATION OFFICE USE ONLY

TYPE OF CONTRACT: **ORIGINAL**
REPLACEMENT

If this is a replacement contract, who is the Consumer(s) being replaced?

Ver: 09-22-2011

Revised September 22, 2011 AE CFSC

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Site ID: _____

Registration of the Utility Right Of Way under the *Land Titles Act*

I/We _____, (hereinafter called "the Grantor") being the registered owner(s) of the parcel of lands legally described as:

Quarter _____ Section _____ Township _____ Range _____ West of the _____ Meridian as described in Certificate of Title # _____

OR

Plan _____ Block _____ Lot _____ as described in Certificate of Title # _____

do hereby grant unto the _____ Rural Electrification Association Limited whose address is _____, Alberta, _____, Canada, a Utility Right-Of-Way which includes the right to access and a right on, over or under the Lands for the purpose of carrying, laying, constructing conduits, cables, wires, poles or transmission lines used for the Association's electrical distribution system, in addition to installing, operating, maintaining, inspecting, patrolling, removing, replacing, reconstructing, altering, upgrading and repairing that electrical distribution system and the extensions to it. It also includes the rights of entry and exit to and from the Lands for all purposes referred to in the Electric Service Contract.

IN WITNESS WHEREOF the Grantor has subscribed their name this _____ day of _____, 2_____.

Witness

(Consumer's Signature)

Witness

(Consumer's Signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of _____, in the
PROVINCE OF ALBERTA) Province of Alberta, MAKE OATH AND SAY THAT:

TO WIT:)

1. I was personally present and did see _____ named in the within Instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at _____, Alberta, and that I am the subscribing witness thereto.
3. I know the said _____ and he/she (each) is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at _____,
in the Province of Alberta, this _____ day of _____, 2_____

A Commissioner for Oaths in and for the Province of Alberta

Witness