

and billed on an individual basis under the standard residential price schedule, unless the Company agrees otherwise. Common use areas such as hallways, lobbies, and laundry rooms will be billed under the applicable general service price schedule.

- (b) Where the Company and a Customer have agreed that service to a multiple dwelling shall be delivered through a single Point of Service, the applicable general service (non-residential) price schedule will apply to the service.

8.6 Mobile Homes

- (a) Service shall normally be provided to mobile homes through separate Points of Service, based on the applicable residential price schedule.
- (b) Service provided to common use areas (e.g. laundry facilities) in a mobile home park shall be separately metered and billed at the applicable general service price schedule.
- (c) In mobile home parks or trailer courts where the Company reasonably believes homes are temporary, the Company may elect to provide service only through the Point of Service billed to the mobile home park or trailer court.

8.7 Frequency and Voltage Levels

The Company 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 Company.

ARTICLE 9 – GENERATING CUSTOMERS

9.1 Provision of Service

The Company 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. In the event of a conflict between Article 9 of these Terms and Conditions and the *Micro-*

Generation Regulation made pursuant to the Act, as amended or replaced from time to time, the *Micro-Generation Regulation* shall prevail.

9.2 Continuous Service

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

9.3 Planned Outages

- (a) Without liability of any kind to the Company, the Company reserves the right to interrupt, discontinue or otherwise place limits on the output of the Generating Customer whenever the Company reasonably determines, or when the Company is directed to do so by the ISO, to facilitate construction, installation, maintenance, repairs, improvements, replacement, or inspection of any of the Company's Facilities; or to permit the connection or disconnection of other Customers; or to maintain the safety and reliability of the distribution system or other emergency situation.
- (b) The Company 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 Company and the Generating Customer.

9.4 Company Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company 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 Company, its employees or agents) arising out of or in any way connected with the provision of service by the Company to its Generating Customers including, but not limited to, any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Generating Customers or the Company's failure to meet an In-Service Date provided

that the Company has made reasonable efforts to meet the said In-Service Date. 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.

9.5 Force Majeure

Should the Company be unable, because of an event of Force Majeure, to provide continuous service to a Generating Customer, the Company’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 Company 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 Company 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 Company.
- (b) The Generating Customer shall indemnify and save harmless the Company 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 Company, its employees or agents.
- (c) The Generating Customer shall be responsible for any damage to Company 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 Company Facilities. The Generating Customer shall provide and install any such devices.
- (b) The Generating Customer will provide the Company with the required documentation and settings for such devices. Where the Company has determined that there are adverse impacts on other consumers or operating processes, the Company can order modifications to these protective systems.
- (c) The Generating Customer must obtain written approval from the Company 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 Company in the operating agreement.
- (f) Telemetry is required for all generating units in excess of 5 MW in capacity, or where the Company has determined that telemetry is required in order to maintain reliable operation of the distribution system.

9.6.2 Service Calls

The Company 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 Company Disconnection for Safety Reasons

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

- (a) the Generating Customer has violated the terms of the operating agreement with the Company; 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 the Company's Facilities or interfere with or disturb service to any other Customer.

The Company will reconnect the service when the safety problem is resolved and when the Generating Customer has provided, or paid the Company'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, A.R. 27/2008*, as amended from time to time, the following conditions apply to all Generating Customers.

- (a) The Company will be responsible for installing 4-quadrant metering facilities to measure active and reactive energy produced by the generator, and consumption of power, active 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 Company.
- (b) The Company will be responsible for interrogating the meter and complying with all current Settlement System Code requirements of an 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 F herein.

- (c) Bi-directional cumulative or interval metering will be provided by the Company as required by the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time.

9.6.5 Meter Test

- (a) When applicable, the Company reserves the right to test the meter at any reasonable time in accordance with Article 10.4 of these Terms and Conditions.
- (b) If metering facilities have been removed for reasons such as, but not limited to, testing or inspection, the Company may estimate the demand and amount of energy supplied, but not registered, at the Point of Service.
- (c) The Company may, at any reasonable time, read, inspect, remove and test a meter on the Generating Customer's property. The Company shall have the right to enter a Generating Customer's property for the purpose of reading, inspecting, testing or removing the meter, and the Generating Customer shall not prevent or hinder the Company's entry.

9.6.6 Energy or Demand Diversion

- (a) If under any circumstance a Generating Customer prevents a meter from accurately recording the total demand or energy supplied from the Company's distribution system, or the consumption information has been found corrupted, the Company may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.

- (b) The Company 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 related to the investigation and resolution of the diversion.

9.6.7 Permits and Agreements

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the Generating Customer shall obtain and provide to the Company 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 Company 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, A.R. 27/2008*, as amended from time to time, the following conditions will apply.

- (a) The Generating Customer must obtain written approval from the Company 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 Company as required. The Company will treat this information as confidential and will not release such information to any other parties without the express 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 Company, and as specified in the operating agreement between the Generating Customer and the Company. The Company shall have the right to inspect the Generating Customer's facilities for compliance.
- (f) The Company 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 express and written consent of the Company. Information related to distribution system use or modeling of such use, may be restricted in order to respect Customer confidentiality.

9.7 Incremental Interconnection Costs

Subject to the *Micro-Generation Regulation*, A.R. 27/2008, as amended from time to time, the following conditions will apply.

- (a) The Generating Customer will be required to pay all incremental interconnection costs as determined by the Company, to allow the Generating Customer to make use of the distribution system, including:
 - (1) any costs of connection to the Distribution system, including any cost sharing to load Customers;
 - (2) any costs to upgrade existing distribution Facilities;