

Rural Electrification Association

Rural Electrification Association Limited TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE CONNECTIONS

Distribution Tariff Application

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ARTICLE 1 – PREAMBLE

In accordance with the Amendment and Renewal Agreement made between the Rural Electrification Association Limited and ATCO Electric Ltd. ("ATCO Electric"), the REA, as a wire owner, has retained ATCO Electric to act as its wire services provider after 31 December 2000, which will not be responsible for providing electricity directly to Members of the REA. 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 furnish electric facilities to Members of the REA, to enable Members to purchase electricity for its own use from a Retailer or if eligible as defined under the Regulated Rate Option Regulation, from ATCO Electric under the Regulated Rate Tariff. These Terms and Conditions are intended to govern the relationship between ATCO Electric and Member(s) 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 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 the Terms and Conditions for Distribution Access 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 Members.

The service provided by ATCO Electric hereunder has been filed on behalf of the REA with the Alberta Energy and Utilities Board ("EUB") for information. Any parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to ATCO Electric, the Association, or to the EUB. These Terms and Conditions have been approved by the Board of Directors of the Association.

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. 1995, c. E-5.5, as amended from time to time;

"Agreement" means the agreement between the Association and the WSP;

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

"Billing Demand" means the demand upon which billing to a Member 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;

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

"Demand" means the maximum rate at which electric energy is delivered by the WSP (expressed in kilowatts, kilovoltamperes 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 by means of an electric distribution system;

"Distribution Contribution" means the contribution a new Member pays to the Association to be connected to the distribution facilities of the REA.

"Distribution Tariff" means a distribution tariff prepared by the WSP in accordance with the *Distribution Tariff Regulation, A.R. 84/2000*, as amended from time to time;

"Electric Service Contract" means an agreement for the provision of a Service Connection, between the Association and its Member;

"Electricity Services" means the services associated with the provision of electricity to Member, including the exchange of electricity through the power pool, making financial arrangements to manage financial risk associated with the pool price, distribution access service, system access service, system support services, billing, metering, maintaining information systems, and any other services specified in the regulations;

"Electric Service Tariff" means a Distribution Tariff and Regulated Rate Tariff prepared by the WSP;

"Energy" means electric energy (expressed in kilowatt hours);

"EUB" means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act, S.A., 1994, c. A-19.5*, as amended from time to time;

"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 WSP, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, 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, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise;

“Generating Member” means a Member with on-site generating equipment that is interconnected with the Association's distribution facilities;

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

“In-service Date” means the date on which the 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 qualified for membership in the Service Area of the Association;

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

“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 kilovoltampere demand in that same billing period;

“Power Pool” means the scheme operated by the persons appointed under section 9(1)(b) and (c) of the Act for the dispatch and exchange of electric energy and financial settlement for the exchange of electric energy;

"*REA*" means incorporated rural electrification association;

"*RRR*" means the *Roles, Relationships and Responsibilities Regulation, A.R. 86/2000*, as amended from time to time;

"*Regulated Rate Tariff*" means a regulated rate tariff prepared by the WSP pursuant to the *Regulated Rate Option Regulation, Ministerial Order 2/2000*, as amended from time to time;

"*Retailer*" means a person who sells or provides Electricity Services directly to Members and who is entitled to enroll Customers for Distribution Access Service under the Association's Terms and Conditions for Distribution Access Service;

"*Service Connection*" means (1) the facilities required to physically connect the Member's facilities to the Association's distribution system to permit the Member to obtain Distribution Access Service; and (2) for Members served under the Regulated Rate Tariff, includes the delivery and supply of energy by the WSP at the demand required by a Member at a Point of Service;

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

"*System Controller*" means the person(s) appointed by the Power Pool Council under section 9(1)(c) of the Act to carry out the system control function of the Power Pool;

"*Transmission Administrator*" means the person(s) appointed by the Lieutenant Governor in Council under section 21 of the Act;

"*WSP*" means ATCO Electric Ltd. in which the Rural Electrification Association has authorized to act on its behalf to perform the duties of the wire services provider as defined in the Electric Utilities Act and the regulations made thereunder.

2.2 Conflicts

- (a) If there is any conflict between a provision expressly set out in an Order of the Board and these Terms and Conditions, the Order of the Board shall govern.

- (b) If there is any conflict between a provision expressly set out in these Terms and Conditions, as may be amended from time to time, and the Agreement between the WSP and the REA, 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:

- Schedule A - Standard Supply Specifications
- Schedule B - Non-Discretionary 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 REA and filed with the EUB for information. The WSP may amend these Terms and Conditions by filing a notice of amendment for approval with the Board.

3.2 Electric Service Tariff

The REA Electric'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 EUB and can

be accessed at the WSP website at: www.atcoelectric.com. These Terms and Conditions form part of the Distribution Tariff and the Regulated Rate Tariff and are established pursuant to Section 4 of the Distribution Tariff Regulation and Section 2 of the Regulated Rate Option Regulation.

3.3 Effective Date

These Terms and Conditions come into force on January 1, 2001. Whenever the WSP files notice of an amendment to these Terms and Conditions, or when the Board approves an amendment to these Terms and conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

3.4 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Association and its WSP and to every Member to which the Association provides a Service Connection. These Terms and Conditions also govern the relationship between the Association, its WSP and Retailer or any other person for whom the Member has assigned to act on its behalf in its dealings with the WSP regarding the provision of wires service on the Association's electric distribution system.
- (b) The application for a Service Connection, the use by the Member of a Service Connection to obtain Distribution Access Service or the payment by the Member of an account rendered by the Association or its WSP in relation to a Service Connection shall constitute acceptance by the Member 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.

3.5 Customer Guide to New Extensions

The WSP has developed the Customer Guide to New Extensions to help Members understand the normal practices of the WSP. 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 its Members. 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.

3.6 Ownership of Facilities

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

3.7 Fees and Other Charges

The WSP will provide all standard services hereunder pursuant to the Distribution Tariff and the Regulated Rate Tariff. All additional, supplementary or extra non-discretionary services provided by the WSP to a Member 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 WSP to provide the requested service, applicants for service shall supply information regarding the location of the premises to be served, the

Member's connected load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information or reference and any other information that may be required by the WSP. The Member shall refer to the WSP's Customer Guide to New Extensions for customary information requirements.

- (b) Upon receipt of the required information, the WSP will advise the applicant of the type and character of the Service Connection it will furnish to the Member, and any special conditions that must be satisfied.

4.2 Method of Application

4.2.1 *Form and Acceptance of Application*

- (a) All Members must be of legal age to contract for service with the Association. The WSP and Association reserves the right to verify the identity of the Member and the accuracy of the information provided and to require the Member to sign an application in writing on forms provided by the WSP.

4.2.2 *Application by Retailer or Other Person*

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

4.3 Establishment and Re-establishment of Credit or Deposits

4.3.1 *Establishment of Credit*

- (a) Members Served under the Regulated Rate Tariff
 - (1) The WSP shall not require a deposit from a new applicant for service under the Regulated Rate Tariff if the applicant is able to meet any of the following requirements:

- (i) the applicant has had service of a comparable nature with the WSP at another location in the service area of the WSP within the past two (2) years and was not delinquent in payment during the last twelve (12) consecutive months or disconnected for nonpayment, or
 - (ii) the applicant can produce a letter regarding credit verification from a natural gas or electric utility where service of a comparable nature was last received which states that the applicant has had service of a comparable nature with the utility within the past two (2) years and was not delinquent in payment during the last twelve (12) consecutive months or disconnected for nonpayment, or
 - (iii) the applicant can provide references, satisfactory to the WSP, from a credit rating agency which includes at least twelve (12) months of credit history within the past two (2) years.
- (2) When credit cannot be established to the satisfaction of the WSP, the applicant will be required to place a cash deposit or a letter of guarantee drawn on a Canadian Chartered Bank, trust company, credit union or other lending institution acceptable to the WSP to secure payment of bills for service as prescribed herein.
- (b) Members Served on Price Schedules other than Regulated Rate Tariff
- (1) All Members served on price schedules other than the Regulated Rate Tariff will be required to follow the security requirements as defined by the Member's Retailer.

- (2) The WSP reserves the right to request Members to establish credit for any amounts to be provided by the Member, including but not limited to idle service or Distribution Contribution, under these Terms and Conditions.

4.3.2 Re-establishment of Credit

(a) Former Customers with an Outstanding Balance

An applicant who is indebted to the Association or its WSP will be required to re-establish credit by paying all delinquent bills and depositing the amount prescribed herein.

(b) Delinquent Customer

A Member 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.

- (c) The WSP may require a Member to establish a deposit if the Member becomes delinquent in the payment of 3 or more bills within a twelve (12) consecutive month period or has been disconnected from service during the last twelve (12) months.

4.3.3 Amount of Security Deposits

- (a) The amount of deposit required by the WSP to establish or re-establish credit shall be determined according to the following terms:

- (1) Members served under the Regulated Rate Tariff shall deposit an amount equal to 30% of the average annual bills.

- (2) Members served on Price Schedules other than the Regulated Rate Tariff shall meet the prudential requirements as defined by their Retailer.
- (3) For Members served on Price Schedules other than the Regulated Rate Tariff, the WSP reserves the right to request a security deposit for any amounts to be provided by the Member, including but not limited to idle service or Distribution Contribution, under these Terms and Conditions.

4.3.4 *Refunds of Security Deposits*

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

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

Security deposits paid by Members, other than Member's served on the Regulated Rate Tariff, will be refunded once the Member has paid all amounts owing to the Association or its WSP and selected a new Retailer for service post January 2001.

4.3.5 *Interest of Security Deposits*

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

4.3.6 *Use of Security Deposits*

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

4.4 **Rejection of Application**

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

- (a) the Member 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 WSP determines, in its sole discretion, that the Member is not creditworthy or a previous account held by the Member with the WSP is in arrears; or
- (c) the Member fails to provide a security deposit or letter of credit from a suitable financial institution in form acceptable to the WSP; or

- (d) any representation made by the Member to the Association or its WSP for the purpose of obtaining a Service Connection is, in the Association or its WSP opinion, fraudulent, untruthful or misleading; or
- (e) the proposed loads, in the WSP's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Members, the public safety, or the safety of the WSP's personnel or the Association's facilities or equipment.

4.5 Electric Service Contract

- (a) A Member 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 Member and not by its Agents.
- (b) In the absence of a signed Electric Service Contract, the supplying of a Service Connection by the WSP and the acceptance thereof by the Member shall be deemed to constitute an agreement by and between the Association and the Member for delivery, acceptance and payment for electric service under the Association's applicable price schedules and Terms and Conditions.

4.6 Approvals

The Member for 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 WSP shall not be required to commence or continue installation or operation of a Service Connection unless and until the Member has complied with the requirements of all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and 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 WSP shall provide to the Member 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 Member and WSP responsibilities for installation of facilities.

4.7.2 *Distribution Access Service*

For Members requesting information on Distribution Access Service, the WSP will make available the following information:

- (a) notification and informational materials to consumers about competition and consumer choices;
- (b) the Association's Terms and Conditions for Distribution Access Service;
- (c) direct Members, on request, to a source where they may obtain the current list of licensed Retailers maintained in accordance with the *Fair Trading Act, S.A. 1998, c. F-1.05 ("Fair Trading Act")*. The WSP is under no obligation to assure the accuracy of this list.

4.8 Application of Price Schedules

- (a) The WSP will make Members aware of the various price schedules it can potentially receive under which the WSP provides service to Member rate classes. The WSP will endeavor to apply the applicable price schedule which is most favorable to the Member, providing the price schedule applies to the service requested by the Member, the Member is eligible for the requested service, and that application of the requested price schedule does not have an adverse impact on the public interest. The WSP shall not be required to refund the difference in charges under different price schedules for any past period during which the

Member did not request service under an alternate price schedule that may have been available to such Member.

- (b) Various riders and options are also applicable to the service as specified in the Distribution Tariff and the Regulated Rate Tariff approved from time to time by the Alberta Energy and Utilities Board (AEUB).
- (c) Where the Member's service requirements change so that some other price schedule(s), riders and options apply to the service, subject to the above conditions, the WSP will advise the Member of its eligibility for service under the alternate price schedule, and at the request of the Member, the WSP will change the Member's billing accordingly.
- (d) A Member may elect to have service billed on any other price schedule applicable to that Member'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 Member's service requirements change, and will apply to all arrangements the Member has with the WSP if the Service Connection is billed on more than one price schedule.
- (e) In addition to payments for electric service, the Member (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 Member.

4.9 Exit/Entry Fee for Regulated Rate Tariff Service

In accordance with Decision 2001-61, the WSP has received interim approval from the EUB to apply an exit fee to Members who switch from service under the Regulated Rate Tariff to a Retailer, Supplier of Last Resort or to Self-Retail status. Similarly, interim approval has been received to apply an entrance fee to Members who switch from previous service under a Retailer, Supplier of Last Resort or Self-Retail status to the Regulated Rate Tariff.

Any additional exit/entry fee charges, resulting from the Board's final approval of exit/entry fees, will not be assessed against Customers who have already exited/entered at the level of the interim exit/entry fee.

- (a) An exit fee will be applied to Members exiting from service under the Regulated Rate Tariff and enrolling with a Retailer, Supplier of Last Resort, or to Self-Retail status on or after 00:00:01 July 6, 2001. The exit fee will be based on the Member's consumption during the last 12 months on the Regulated Rate Tariff.
- (b) Similarly, an entrance fee will be applied to Members entering from previous service under a Retailer, Supplier of Last Resort, or Self-Retail status to the Regulated Rate Tariff on or after 00:00:01 July 6, 2001. The entrance fee will be based on the Member's last 12 months of consumption.
- (c) A \$10.00 switching fee will be assessed to the Member in accordance with Schedule D of the Terms and Conditions for Distribution Access Service following a successful enrollment to or from service under the Regulated Rate Tariff.

Any additional exit/entry fee charges, resulting from the Board's final approval of exit/entry fees, will not be assessed against Members who have exited/entered at the level of the interim exit/entry fee (those Members who exited after July 5, 2001 but before the effective date for the final exit fee, decided by the Board).

4.10 Connection Fee

- (a) When a Member served under the Regulated Rate Tariff is connected for the first time at a service location, whether it is a new or existing service location, the Member will pay a non-refundable connection fee as defined in Schedule B herein.

- (b) For Members served on price schedules other than the Regulated Rate Tariff, the actual costs including, without limitation, the meter connection costs, account setup costs, and the initial meter read costs will be charged to the Member at the time of construction. A fee, as specified in Schedule B, will apply thereafter to new Members connecting to the existing service location.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

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

5.1 Member Provided Facilities and Requirements

5.1.1 *Protection of the Association's Equipment*

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

5.1.2 *Power Factor*

A Member shall design, install and operate the Member's facilities in such a manner as to maintain a Power Factor of not less than 90%. The WSP may require any Member not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to the WSP or the Association such corrective equipment as the WSP may deem necessary under the circumstances.

5.1.3 *Compliance with Requirements and Use of Service Connection*

The Member will ensure that its 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 Member shall not use its Service Connection in a manner so as to cause interference with any other Member's use of a Service Connection such as abnormal voltage levels, frequency levels and harmonic levels. At the WSP's request, the Member shall take whatever action is required to correct the interference or disturbance at the Member's expense.

5.1.4 *Extensions*

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

ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

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

6.2 Right of Entry

The WSP's employees, agents and other representatives shall have the right to enter a Member'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 Member shall not prevent or hinder the WSP's entry.

6.3 Vegetation Management

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

6.4 Interference with Association's Facilities

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

ARTICLE 7 – DISTRIBUTION EXTENSION

7.1 General Requirements

- (a) Upon an applicant's request for a line extension, the WSP shall prepare a proposal outlining the estimated cost of the extension to be paid by the applicant.
- (b) All agreements requiring payment by the Member shall be in writing and signed by each party.

7.2 Determination of Member Distribution Costs and Contributions

7.2.1 Member Distribution Extension Costs

The Distribution Extension Costs incurred by the Association or its WSP in extending service to a Member may consist of the following:

- (a) Local Extension Costs
The local facilities required to extend service for the sole purpose of an individual Member, plus

(b) Shared Extension Costs

Where a new extension uses infrastructure paid by an existing Member, plus

(c) Upgrading Costs

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

ARTICLE 8 – SERVICE CONNECTION

8.1 WSP Responsibility and Liability

8.1.1 Continuous Supply

The WSP shall make all reasonable efforts to maintain continuity of service to the Association and its Members and a continuous supply of energy to the Association and its Members served under the Regulated Rate Tariff, but the WSP cannot guarantee an uninterrupted service or supply of energy.

8.1.2 Interruption

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

- (a) whenever the WSP reasonably determines, or when the WSP is directed by the System Controller, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Association's Facilities;
- (b) to maintain the safety and reliability of the Association's or WSP's distribution system; or,

- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Association's or WSP's distribution system 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 Member with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume the Member's Service Connection as promptly as reasonably practicable.

8.1.4 *WSP Liability*

Notwithstanding anything to the contrary contained in these Terms and Conditions, 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 Member or a Member's property, resulting from the negligent acts or omissions of the 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 WSP to the Association and its Members. 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 Member.

8.1.5 *Force Majeure*

Should the WSP be unable, because of an event of Force Majeure, to provide a continuous supply of energy to a Member, 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 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 Members of such Force Majeure.

8.2 **Member Responsibility and Liability**

8.2.1 *Member Responsibility for Facilities*

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

8.2.2 *Member Liability*

- (a) The Member assumes full responsibility for the proper use of the Service Connection provided by the Association and its WSP and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Member's premises or on premises owned or controlled by the Member that are not the Member's property.
- (b) The Member shall indemnify and save harmless 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 WSP, its employees and agents.

8.2.3 Protective Devices

The Member shall be responsible for determining whether the Member needs any devices to protect the Member's facilities from damage that may result from the use of a Service Connection. The Member shall provide and install any such devices.

8.2.4 Service Calls

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

8.3 Interference with the Association's Property

No one other than an employee or authorized agent of the WSP shall be permitted to remove, operate, or maintain meters, electric equipment and other facilities owned by the Association. The Member 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 WSP.

8.4 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 WSP is denied full compensation for services provided, the WSP will bill the Member (or Retailer) for the WSP's estimate of such unauthorized use. Nothing in this section shall limit any other rights or remedies that the WSP may have in connection with such unauthorized use.

8.5 Frequency and Voltage Levels

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 MEMBERS

9.1 Continuous Service

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

9.2 Planned Outages

- (a) Without liability of any kind to the WSP, the WSP reserves the right to interrupt, discontinue or otherwise place limits on the output of the Generating Member to allow for repairs and improvements to the Association or WSP's facilities or whenever the WSP reasonably determines that such action is necessary to maintain the safety and reliability of the Association or WSP's distribution system or in other emergency situations.
- (b) The WSP shall endeavor to give prior notice to Generating Members 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 WSP and the Generating Member.

9.3 WSP Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, 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 Generating Member or a Generating

Member's property, resulting from the negligent acts or omissions of the 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 WSP to Generating Members. 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 Member.

9.4 Force Majeure

Should the WSP be unable, because of an event of Force Majeure, to provide a continuous service to a Generating Member, 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 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 Members of such Force Majeure.

9.5 Generating Member Responsibilities

- (a) The Generating Member will be responsible for the installation and condition of all facilities on the Generating Member's side of the Point of Service, except metering or other equipment owned by the Association.

- (b) The Generating Member shall indemnify and save harmless 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 WSP, its employees and agents.

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

9.5.1 *Protective Devices*

- (a) The Generating Member 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's facilities. The Generating Member shall provide and install any such devices.
- (b) The Generating Member 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 Member must obtain written approval from the WSP for any modifications to these schemes.
- (d) The Generating Member must use teleprotection signals or other such reliable means to separate the generators from the electric system during islanding conditions.
- (e) The Generating Member 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.

9.5.2 *Service Calls*

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

9.5.3 *WSP Disconnection for Safety Reasons*

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

- (a) the Generating Member has violated the terms of the operating agreement with the WSP; or
- (b) the Generating Member has permitted the wiring of its facilities to become hazardous; or
- (c) the wiring of the Generating Member facilities fails to comply with applicable law; or
- (d) the use of the service may cause damage to the Association's facilities or interfere with or disturb service to any other Member

The WSP will reconnect the service when the safety problem is resolved and when the Generating Member 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.

9.5.4 *Metering and Settlement*

- (a) The Generating Member will be responsible for installation of the electric or electronic meter facilities to measure active energy and reactive energy produced by the generator in compliance with the standards set by the WSP.

- (b) The power production information must be provided to the WSP, the Transmission Administrator and the Power Pool in a format and frequency which is acceptable to these entities. The WSP may use the power production information for internal use.
- (c) The WSP will install the electric or electronic meter facilities to measure the consumption of power, active energy, and reactive energy flowing from the Distribution system to the Generating Member's facility. The Generating Member will be provided consumption information for internal use.
- (d) Where practicable, the Generating Member and the WSP may agree to install one bi-directional metering device to fulfill both responsibilities.
- (e) The Generating Member, the Association, and the WSP may agree to negotiate a metering and settlement services agreement so the WSP may perform all settlement transactions with the Transmission Administrator and the Power Pool on behalf of the Generating Member.
- (f) Telemetry is required for all generating units in excess of 5MW in capacity, or where the WSP has determined that telemetry is required in order to maintain reliable operation of the distribution system.

9.5.5 *Permits and Agreements*

The Generating Member shall obtain and provide to the WSP copies of all required permits, licenses and authorizations prior to commencement of service or any change or service requirements at any point of interconnection, which includes:

- (a) AEUB 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.

9.5.6 Approvals

- (a) The Generating Member must obtain written approval from the WSP before any modification is made to the Generating Member's system.
- (b) The Generating Member 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 Member will be responsible for securing all required technical, commercial, or operational arrangements with the Transmission Administrator and/or the System Controller and the Power Pool of Alberta.
- (d) The Generating Member 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 Member.
- (e) The Generating Member will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the TA and the WSP, and as specified in the operating agreement between the Generating Member and the WSP. The WSP shall have the right to inspect the Generating Member's facilities for compliance.

- (f) The WSP will be responsible for providing technical information to the Generating Member as required. The Generating Member 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.

9.6 Incremental Interconnection Costs

- (a) The Generating Member will be required to pay all incremental interconnection costs as determined by the WSP, to allow the Generating Member to make use of the Association's distribution system, including:
 - (1) any costs of connection to the Distribution system, including any cost sharing to load Members ;
 - (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 TA and/or the System Controller, 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 Member and the WSP before any work on the interconnection is commenced;

- (c) The Generating Member 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 Member with an option to pay for the replacement costs over time as defined in section 9.8.

9.7 Ownership of Facilities

- (a) The Association remains the owner of all interconnection facilities it provides to serve the Generating Member, unless an agreement between the Association and the Generating Member specifically provides otherwise.
- (b) Payment made by Generating Members for costs incurred by the Association in installing facilities does not entitle Generating Members to ownership of any such facilities, unless an agreement between the Association and the Generating Member specifically provides otherwise.

9.8 Payment Options and Credit Requirements

The WSP may provide the Generating Member with an option to pay for the incremental interconnection costs determined under section 9.6 over time, providing they satisfy 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 Member by the WSP from time to time, the WSP has established the following minimum financial criteria for Generating Members requesting to pay for the incremental costs over time. The Generating Member will be deemed to have met the credit requirements if:

- (1) the Generating Member, affiliate or person which guarantees the financial obligation of the Generating Member 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 Member 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 Member 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.
 - (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 Member,
 - (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 Member.

9.9 Incremental Operations and Maintenance Charges (O&M)

- (a) The Generating Member will be required to pay ongoing incremental operation and maintenance charges based on the incremental interconnection costs determined in section 9.6. The annual incremental O & M is calculated as the ratio of annual O & M costs to Gross Rate Base contained in Price Schedule D31 (3.76%). The monthly incremental O & M charge will be as follows:

$$\frac{(3.76\%) \times \text{Incremental Interconnection Costs}}{12}$$

- (b) The monthly operations and maintenance charge will apply as long as the Generating Member 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 Member will be recovered directly from the Generating Member .

9.10 Incremental Administration and General Charges (A&G)

The Generating Member will be required to pay ongoing incremental administration and general charges based on the incremental interconnection costs determined in section 9.6. The annual incremental A & G factor will be calculated as the ratio of annual A & G costs to the Gross Rate Base in Price Schedule D31 (4.76%). The monthly A & G charge will be as follows:

$$\frac{(4.76\%) \times \text{Incremental Interconnection Costs}}{12}$$

The monthly A & G charges will apply for as long as the Generating Member 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 Member by way of a Service Connection. Time of use or interval meters and associated communication equipment shall be installed for a Member who has a connected load exceeding the threshold defined under the System Settlement Code. Each meter shall remain the sole property of the Association.

10.1.2 Responsibility of Customer

Each Member shall provide and install 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 Member-owned pole, the pole shall be provided and maintained by the Member 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 Member.

- (b) Upon written request to the WSP, the Member may access pulse data directly from its interval meter. The 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 a Member, 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 Member's bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test on the date of the meter installation, whichever occurred later. The WSP shall not be liable to the Member for any additional costs that are associated with such metering or meter reading errors.
- (c) The WSP reserves the right to assess a charge to the Member for a meter test, in circumstances where the WSP has not been responsible for any metering error, with the exception when the Meter has tested to be faulty, as set forth in Schedule B hereof.

10.5 Energy or Demand Diversion

- (a) If under any circumstances, a person, other than a 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 Member shall pay the cost of the estimated demand and energy consumption plus all costs related to the investigation and resolution of the diversion.

ARTICLE 11 – RENDERING AND PAYMENT OF BILLS

11.1 Reading and Estimates

- (a) Meter reads 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 Member for additional reads above the WSP's standard practices as defined in Schedule B hereof.
- (b) For small general service Members whose load requirements are small, consistent, and can be accurately predicted, the billing demand may be determined, at the sole discretion of the WSP, from the nameplate rating of the Member's equipment rather than being metered.

11.2 Proration of Bills

- (a) The amount of any initial and final charges, other than energy, may be prorated, based upon the ratio of the number of days that service was provided to a Member in the billing period to the total number of days in the billing period.
- (b) The WSP may elect to change a Member'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, may be prorated based upon the ratio of the number of days that service was provided to a Member in the transition period to the total number of days in a normal billing period (30) days.

- (d) The WSP may elect not to charge a Member 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 the Member under the WSP'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 Member commences taking service, or thirty (30) days after the date that service is made available to the Member.
- (b) The Member 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 Member at the address for service. Failure to receive such bill from the WSP will not entitle the Member 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 Member for which valid payment has not been received by the date indicated on the bill shall be considered past due. The WSP reserves the right to assess a late payment charge as set forth in Schedule B hereof.

11.4 Late Payment Charge

If a Member defaults or is late in paying its bill, the WSP will apply a late payment charge of 1% per month on the amount due. The billing process is as follows: The WSP will invoice the Member each billing cycle for the period prior to the billing cycle. The Member shall pay the WSP on or before the 13th Business Day (17 calendar days) following the Business Day on which the Member was invoiced. AE 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 Member's financial institution. If payment is not received, the WSP applies a 1% penalty on the amount due. If the Member fails to pay the balance on its next billing cycle, a 1% penalty 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 Member or forwarding request to the Member's REA for subsequent follow-up action.

11.5 Summary and Consolidated billing

The WSP will issue a separate bill for each Point of Service. However, the Member and WSP may agree that the WSP will issue one bill totaling charges for service billed and delivered at more than one Point of Service.

11.6 Returned Cheque Fee

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

11.7 Adjustment of Bills

11.7.1 Billing Error

Should the Member dispute any amount owing, the Member 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 Member forthwith. 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 Member for reviewing billing disputes, in circumstances where the WSP has not been responsible for any billing error as established in Schedule B hereof.

11.7.2 *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 WSP is denied full compensation for service provided, the WSP will bill the Member for the WSP's estimate of such unauthorized use. Nothing in this section shall limit any other rights or remedies that the WSP may have in connection with such unauthorized use.

11.8 **Peak Metered Demand Waiver**

11.8.1 *Load Management*

The WSP will forgive the Member's distribution peak demand ratchet if that Member has invested in demand management equipment and complies with the following requirements:

- (a) The Member has demonstrated, to ATCO Electric'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 Member may contract with an independent third party to assist in the determination. The third party costs shall be the responsibility of the Member requesting demand ratchet relief.
- (b) The Member provides the information necessary for the WSP to determine that the equipment was installed solely for the purpose of demand management.
- (c) The Member 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 WSP investment in those facilities.

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

11.8.2 Forgiveness of New Peak Demands

The WSP will forgive new peak demands when:

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

It is the Member'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 Member equipment after a power outage resulting in a Member establishing a new demand will not qualify for forgiveness of the new peak demand.

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

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

If the Member's 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.

11.8.3 Transmission Demand

If the WSP estimates that it has incurred a POD ratchet, as a direct result of providing service to the Member, the WSP will waive the new peak demand if the TA waives the new peak demand to the WSP.

ARTICLE 12 – CHANGE IN SERVICE CONNECTION

12.1 Prior Notice by Member

- (a) A Member 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 its facilities. A Retailer or any other person acting as agent for a Member and who provides the WSP with verifiable authorization from the Member may give such notice to the WSP on the Member'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 Member.

- (b) The Member shall not change its requirement for a Service Connection without the WSP's written permission. The Member shall be responsible for all damage caused to the Association's distribution system as the result of the Member changing its requirements for a Service Connection without the WSP's permission.

12.2 Relocation of Association Facilities

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

ARTICLE 13 – SERVICE DISCONNECTS AND RECONNECT

13.1 Disconnection and Idle Service

Upon the request of the Member, the WSP shall temporarily disconnect any service being provided by the WSP.

- (a) The Member agrees to pay the idle service charge as determined by the Member's applicable price schedule.
- (b) Upon the request to restore service the Member will be responsible for and pay any applicable charges outlined under section 13.4.
- (c) If the Member requests the Service Connection to be permanently disconnected, the Member billing for that service will be finalized and at the discretion of the WSP, and the facilities provided by the Association will be removed.
- (d) If within three (3) years of permanent disconnection the Member requests the Service Connection be restored, the Member must pay all the costs associated with the original disconnection, removal of the facilities and restoration of service.

13.2 Disconnection at Request of Retailer

In accordance with sub-section 7(2) of the RRR, the Retailer shall have the right to request that the WSP disconnect service to a particular Member, and WSP shall comply with that request, unless such action is inconsistent with the Association's approved policies contained as specified in the Terms and Conditions for Distribution Access Service.

13.3 Disconnection by the WSP

- (a) The WSP has the right to disconnect electric service to the Member in a number of circumstances, including but not limited to non-payment of the WSP bills or any past due charges by the Member; or evidence of safety violations, energy theft, or fraud, by the Member; or the Member fails to meet its obligations under

these Terms and Conditions. If a Member notifies the WSP to disconnect service and 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 Member 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.

13.4 Reconnect Service

This section applies when the WSP is asked to reconnect or restore service to a Member whose service was previously restricted by a current-limiting device or discontinued (whether at the request of the Member or not).

Before reconnecting or restoring service, the Member shall pay:

- (a) any amount owing to the WSP including written off accounts;
- (b) a reconnection charge as defined in Schedule F;
- (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 within 12 months of disconnection, for all price schedules with the following exceptions:
 - (1) Residential (Price Schedule D11) and Small General Service (Price Schedule D21 and D22) service within cities, towns, villages, hamlets, Indian reserves and Metis settlements.
 - (2) Private lighting (Price Schedule D63) service.

- (3) Irrigation (Price Schedules D25 and D26) service.

13.5 Removal of Facilities

Upon termination of service, the WSP shall be entitled to remove any of the Association facilities located upon the property of the Member and to enter upon the Member's property for that purpose.

ARTICLE 14 – CONTRACT EXIT PROVISIONS

Except where otherwise provided in a written agreement between the WSP and a Member, a Member may notify the WSP to terminate its Service Connection. Upon receipt of such notice, the WSP shall read the Member's meter within a reasonable time, and, shall use its best efforts to read the Member's meter at the time requested by the Member. A Member shall pay for all service provided to the time of such reading.

SCHEDULE A – STANDARD SUPPLY SPECIFICATIONS

The 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 Member, the WSP may provide other supply voltages or supply arrangements. If this option is chosen, the Member 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 Residential:

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

- i) overhead secondary conductors are supplied by the Association
- ii) for services 100 amps or less, underground conductors are supplied by the Association
- iii) for services greater than 100 amps underground conductors are supplied by the Member

2.0 Farm:

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

overhead secondary conductors are supplied by the Member

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

overhead or underground secondary conductors are supplied by the Member

3.0 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 Member

(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 Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

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

- i) overhead secondary conductors are supplied by the Association for loads up to 150kV.A
- ii) overhead secondary conductors are supplied by the Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

(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 Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

(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 Member
- ii) underground secondary conductors are supplied by the Member

4.0 Oilfield

(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 Member

(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 Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

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

- i) overhead secondary conductors are supplied by the Association for loads up to 150kV.A
- ii) overhead secondary conductors are supplied by the Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

(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 Member for loads greater than 150 kV.A
- iii) underground secondary conductors are supplied by the Member

SCHEDULE B – NON-DISCRETIONARY SERVICE CHARGES

1.0 APPLICABILITY

Applicable to every Member within the Association's service area.

2.0 SCHEDULE OF CHARGES

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

(a) CONNECTION FEE (for Members served under the Regulated Rate Tariff)

- (1) Connection of electric service to any premises during the WSP's regular business hours:

\$10.00

- (2) Connection of electric service to any premises after the WSP's regular business hours, if requested by the Member:

***\$ WSP's actual costs
(\$10.00 minimum)***

(b) CONNECTION FEE (for Members not served under the Regulated Rate Tariff)

- (1) Connection of electric service to any premises to new Members connecting to the existing service location during the WSP's regular business hours:

\$10.00

- (2) Connection of electric service to any premises to new Members connecting to the existing service location after the WSP's regular business hours, if requested by the Member:

***\$ WSP's actual costs
(\$10.00 minimum)***

(c) RECONNECTION AND DISCONNECTION OF SERVICE

(1) Reconnection of electric service to any premises during the WSP's regular business hours:

\$45.00

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

**\$ WSP's actual costs
(\$45.00 minimum)**

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

**\$ WSP's actual costs
(\$45.00 minimum)**

(d) REQUEST FOR INTERVAL METER

Customer request for interval metering (for connected load under 500 kW):

***\$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/}

(1) Conventional meter reads (AMR):

\$6.00 per read per meter

(2) Conventional meter reads (non AMR):

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

\$45.00 per read per meter

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

**\$ WSP's actual costs
(\$45.00 minimum)**

(f) METER DISPUTES

Review of meter disputes, which includes a meter test, in circumstances where the WSP has not been responsible for any error:

<i>Self Contained Metering</i>	<i>\$50.00 per evaluation</i>
<i>Instrument Transformer Metering</i>	<i>\$200.00 per evaluation</i>

(g) MEMBER USAGE INFORMATION ^{2/}

Interval meter usage data:

<i>Monthly meter usage data</i>	<i>\$200.00 per request per meter</i>
<i>Hi Low Usage Report by day</i>	<i>\$120.00 per request per meter</i>

(h) DISTRIBUTION CONNECTED GENERATORS

Application fee:

<i>Synchronous Generator</i>	<i>\$1,500.00 per interconnection site</i>
<i>Induction Generator</i>	<i>Under 250 kW: \$500.00 per interconnection site</i> <i>Over 250 kW: \$1,000.00 per interconnection site</i>
<i>Load Following Generator</i>	<i>Under 250 kW: \$300.00 per interconnection site</i> <i>Over 250 kW: \$600.00 per interconnection site</i>

(i) LATE PAYMENT CHARGE

1% per month (12.68% per annum)

(j) RETURNED CHEQUE FEE

\$20.00

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

Interval meters.....	Daily
Conventional meters (AMR and non AMR type)....	Residential and Non Residential - Monthly or Bi-monthly WSP Farm and REA - Once per year

^{2/} **Standard Usage Request**

Interval meters.....	12 months of 15 minute interval data once per year per meter
Conventional meters.....	12 months of data once per year per meter

SCHEDULE C – ELECTRIC SERVICE CONTRACT