

MAYERTHORPE AND DISTRICT  
RURAL ELECTRIFICATION  
ASSOCIATION LTD.

MEMBER  
TERMS AND CONDITIONS  
OF  
ELECTRIC DISTRIBUTION SERVICE

Effective [June 13, 2019](#)

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## **MAYERTHORPE AND DISTRICT REA**

### **MEMBER TERMS AND CONDITIONS OF ELECTRIC DISTRIBUTION SERVICE:**

**EFFECTIVE JUNE 13, 2019**

*Capitalized terms used in these Mayerthorpe and District Rural Electrification Association Ltd. Member Terms and Conditions of Electric Distribution Service (the "Member Terms and Conditions"), as may be amended or replaced from time to time, that are not otherwise defined in the context in which they are used, have the meaning ascribed thereto under section 2.1 "Definitions".*

#### **ARTICLE 1 — INTRODUCTION TO MEMBER TERMS AND CONDITIONS**

In accordance with the provisions of the Electric Utilities Act (the "Act") and the Regulations made thereunder (the "Regulations"), as either may be amended or replaced from time to time, Mayerthorpe and District Rural Electrification Association Ltd. ("Mayerthorpe and District REA" or the "Association") in its role as a wire owner has retained FortisAlberta Inc. to be its Wires Services Provider (WSP. As the Association's WSP, FortisAlberta Inc. will carry out the functions necessary to furnish Electric Distribution Service to the Association's Members Customers, Consumers and other Persons connected to or wishing to connect to the Association's Facilities in the areas serviced by the Association, such functions include: the maintenance and operation of the Association's Electric Distribution System; services needed to enable each Association Member or Customer to purchase electricity for that Person's own use from a Retailer; and any other specific services as may be included in the Association's Electric Distribution System Operator Contract with FortisAlberta Inc.

These Member Terms and Conditions govern the relationship between the Association, its WSP and Association Members, Customers, Consumers or other Persons that require a Service Connection including the interconnection of a generator to the Association's Electric Distribution System or other services. These Member Terms and Conditions will also govern the relationship between the Association, the WSP and a Retailer or any other Person whom the Member, Consumer or Customer has assigned to act on its behalf in its dealings with the Association, regarding the provision of Electric Distribution Service.

These Member Terms and Conditions serve as a companion to the Association's Retailer Terms and Conditions which are intended to enable Retailers to acquire access to the Association's Electric Distribution System for the purposes of allowing them to sell electricity directly to end-use Customers. A Customer may also act as a self-retailer by carrying out Retailer functions to obtain Electricity Services solely for the Customer's own use.

The Association's Retailer Terms and Conditions and these Member Terms and Conditions together form the Association's Terms and Conditions of Electric Distribution Service (the "Terms and Conditions").

The service provided by the Association and its WSP hereunder is governed by the Association's Board of Directors (the **Board**) and parties having any inquiries regarding the Terms and Conditions may direct such inquiries directly to the Association. The Terms and Conditions have been approved by the Board and filed with the Commission for information.

#### **ARTICLE 2 — DEFINITIONS AND INTERPRETATION**

##### **2.1 Definitions**

The following words and phrases, whenever used in these Member Terms and Conditions, an Electric Service Contract, Interconnection Agreement, or an application, contract or agreement for service, shall have the meanings set forth below, or the meaning set forth in the Retailer Terms and Conditions if not defined herein, unless the context otherwise requires.

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

**"AIES"** means Alberta's "Interconnected Electric System" as that term is defined in the Act;

**"Association"** means the **Mayerthorpe and District Rural Electrification Association** or its successor;

**“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday as defined in the Interpretation Act, R.S.A. 2000, c. I-8, as amended or replaced from time to time, and **“day”** means any calendar day;

**“Board”** means the Board of Directors of the Association;

**“Cancellation Costs”** include the aggregate of all direct and indirect costs and expenses incurred by the Association related to the work and in connection with the termination thereof including, without duplication:

- (a) the cost of all equipment and material, inclusive of any deposit, restocking and cancellation charges;
- (b) the amount payable to any Person for the supply of labour and miscellaneous materials;
- (c) the cost of engineering, studies, surveying and drafting;
- (d) the fees of any consultant or professional retained by the Association or its WSP;
- (e) the costs incurred in the process of obtaining easements, rights-of-way and regulatory approvals;
- (f) the expense of wages and benefits for services performed by employees or agents of the Association or its WSP;
- (g) carrying charges; and
- (h) the costs incurred to salvage equipment and materials (net of any credit to the Association for reusable equipment and material), and to reclaim any property used by the Association;

**“Civil Work”** includes the completion, installation, repair or replacement of conduits, ductwork, trenching, ground disturbance, transformer and switching cubicle and pedestal bases, guard rails, manholes, vaults, landscaping and intermediate poles for low voltage service wire (1000 volt or less) on the Member’s or Consumer’s;

**“Consumer”** Means all Persons that receive or desire to receive Electricity Services in the Association’s Service Area including Customers, Members and DG Members

**“Commission”** or **“AUC”** means the Alberta Utilities Commission, established under the Alberta Utilities Commission Act, S.A. 2007, c.A-37.2, as amended or replaced from time to time;

**“Contract Policy Committee”** means a body established under the Association’s Wire Owners Agreement (Integrated Operation Agreement) and the Association’s Electric Distribution System Operator Contract with FortisAlberta Inc. to represent the Association and ensure contractual obligations are met.

**“Customer”** means a Person, purchasing electricity for that Person’s own use and has the meaning given such term in, and is determined in accordance with the Act, as amended or replaced from time to time;

**“Customer Information”** means Member, Consumer or Customer name, telephone number, mailing address, site contact name and site contact telephone number and other information as described in the Code of Conduct Regulation A.R. 58/2015, as amended or replaced from time to time and the Settlement System Code required to provide safe Electricity Services to Members, Consumers or Customers;

**“Customer Usage Information”** means information regarding the historical electricity consumption of a Customer;

**“De-Energization”** or **“De-Energize”** for the purposes of these Member Terms and Conditions, means the disconnection of metering or electrical equipment connected to the Association Electric Distribution System to prevent Energy from flowing to the Point of Service;

**“DG Member”** or **“Distribution Generation Member”** means a Member of the Association that has on-site generating facilities that are interconnected and operating in parallel with the Association’s Electric Distribution System and unless otherwise indicated, includes an MG Member;

**“Distribution Load Member”** means a Member, Consumer or Customer interconnected to, or who applies, proposes or requests to interconnect to, the Association’s Electric Distribution System for purchasing electricity for that Person’s own use;

**“Distribution Tariff”** means a distribution tariff prepared by the Association and approved by the Board and filed with the Commission for information in accordance with the Act, which consists of the Rates, Options and Riders Schedules and the Terms and Conditions, as amended or replaced from time to time;

**“Electric Distribution Service”** has the meaning given such term in, and is determined in accordance with, the Act;

**“Electric Distribution System”** has the meaning given such term in, and is determined in accordance with, the Act. In these Terms and Conditions unless otherwise specified, means the Electrical Distribution System of the Association;

**“Electric Service Contract”** means an agreement between the Association and a Person who has been accepted for membership in Association, once signed that Person becomes a Member of the Association;

**“Electricity Services”** has the meaning given such term in, and is determined in accordance with, the Act;

**“Energy”** means electric energy, which means the capability of electricity to do work, measured in kilowatt hours (“kWh”);

**“Expected Peak Demand”** means the expected maximum capacity requirement at a Point of Service which is used to determine the Minimum Demand and the Maximum Supply;

**“Facilities”** means physical plant (including, without limitation, distribution lines, transformers, meters, equipment and machinery) on the Association’s side of the Point of Service or the Point of Interconnection;

**“Force Majeure”** means circumstances not reasonably within the control of the Association and its WSP, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of a 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, interruptions of supply of goods or services, the intervention of federal, provincial, state or local government or from any of their agencies or boards (excluding decisions or orders made by the Commission in the normal course of exercising its authority over the Association), the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise, except for lack of funds which shall not be considered an event of Force Majeure;

**“Idle Service Charges”** means charges associated with the recovery of the Association’s ongoing cost of owning, operating and maintaining Facilities in respect of a particular Point of Service in situations where the Point of Service is not receiving Energy via the Facilities on a continuing basis, but the Member or Customer chooses to retain the Facilities in place for future use. The charges that are applicable are set out in the Distribution Tariff;

**“Independent System Operator”** or **“ISO”** or **“AESO”** means the corporation established as the independent system operator by the Act to carry out the duties of the independent system operator under the Act, and carrying on business as the Alberta Electric System Operator or AESO;

**“Interconnection Agreement”** means an agreement entered into between the Association and a DG Member (including MG Members) that sets out the provisions and obligations of the parties with respect to the interconnection, including the Operating Procedures. Interconnection Agreements are required when any generator interconnects to the Electric Distribution System;

**“Interconnection Charges”** has the meaning given such term in, and is determined in accordance with, Section 12.6.1;

**“Interconnection Facilities”** for DG Members (including MG Members) means all incremental Facilities required to interconnect the circuits of the DG Member’s generating facilities to Association Facilities, and all modifications to Association Facilities required for interconnection which may include, without limitation, poles, lines, substations, service leads, and protective and metering equipment;



**“Interconnection Facilities Costs”** are the estimated capital costs of the DG Member’s Interconnection Facilities as jointly estimated by the Association and its WSP;

**“Interest in Land”** includes all Persons registered on title and any oral or written agreement with the Registered Owner of Land to purchase, rent, use or exploit the Land, either currently or in the future;

**“kVA”** means kilovolt-ampere or kilovolt-amperes;

**“kW”** means kilowatt or kilowatts;

**“kWh”** means kilowatt hour or kilowatt hours;

**“Land”** includes, in respect of any parcel of land, registered ownership and lease of the whole or any part of it, and includes any part thereof that is intended to be leased, subdivided or partitioned from the land;

**“Load”** means Energy consumed by Customers (including Members) or their capacity requirements measured in kW or kVA;

**“Load Settlement”** has the meaning given such term in, and is determined in accordance with, the Act;

**“Maximum Supply”** means the maximum amount of electric capacity (measured in kW or kVA, whichever is greater) that the Association is obligated to supply to the Member or Customer for a Point of Service. The Maximum Supply is the lowest of the faceplate value of the transformer, the rated capacity in kVA of a secondary breaker provided by the Association, or the Expected Peak Demand in kW expressed in kVA (e.g. 1,000 kW Expected Peak Demand / 0.9 = 1,111 kVA Maximum Supply);

**“Member”** means a Person within the Service Area of the Association who has qualified for membership in the Association and has been accepted as a Member by the Board and has signed an Electric Service Contract;

**“Member Contribution”** has the meaning given such term in, and is determined in accordance with, Section 7.1, and includes, but is not limited to, a Member Distribution Contribution and other contributions as set out in Section 7.1;

**“Member Distribution Contribution”** has the meaning given such term in, and is determined in accordance with, Section 7.1.1;

**“Member Extension Costs”** has the meaning given such term in, and is determined in accordance with, Section 7.1.1;

**“Member Shared Costs”** has the meaning given such term in, and is determined in accordance with, Section 7.1.1;

**“Member Terms and Conditions”** means these Member Terms and Conditions for Electric Distribution Service of the Association, as amended or replaced from time to time;

**“Metered Demand”** means the registered demand measured in or converted to kVA;

**“MG Member”** or **“Micro-Generation Member”** means a Member of the Association that is a generator as defined under the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time;

**“Minimum Charge”** means the result of multiplying the rates by the greater of the rate minimum as contained in the Distribution Tariff or the Minimum Demand;

**“Minimum Demand”** is set by the conditions of the Association’s Distribution Tariff. For demand metered services, means the greater of 25 kVA or the actual metered demand as measured in kVA and for small services (with a capacity of 25kVA or less) the Minimum Demand is estimated based on the kVA rating of the secondary breaker installed by the Association;

**“Operating Demand”** means the value calculated as the average of the highest seven of the last 12 months of Metered Demands and is used for determining the appropriate rate for a Point of Service;

**“Operating Procedures”** means a schedule in the Interconnection Agreement which describes the procedures for the operation of the DG Member’s (including MG Members) facilities and the Association’s Facilities relating to the interconnection, which may be revised from time to time by the Association upon written notice to the DG Member;

**“Optional Facilities”** means Facilities requested by a Member, DG Member, Consumer or Subdivision Developer that are different from or in excess of Standard Service;

**“Peak Demand”** means the maximum Metered Demand in the last 12 months;

**“Permanent Disconnection”** means the cessation of Electricity Services resulting from removal of Facilities. Permanent Disconnection is also referred to as “salvage”;

**“Person”** has the meaning given such term in, and is determined in accordance with, the Act

**“Point of Interconnection”** means the point at which electricity is exchanged between the circuits of the DG Member’s (including MG Members) generating facility and the circuits of the Association’s Facilities;

**“Point of Service”** means the point at which the Association’s service conductors are connected to the conductors or apparatus of a Member or Customer;

**“Power Factor”** means the ratio of usage power measured in kW to total power measured in kVA;

**“Power Pool”** means the scheme operated by the Independent System Operator under the Act for exchange of Energy and financial settlement for the exchange of Energy;

**“Prepaid Line Share”** has the meaning given such term in, and is determined in accordance with, Table 1 of Appendix “B”;

**“Rates, Options and Riders Schedules”** means that portion of the Association’s Distribution Tariff which sets out charges;

**“Registered Owner”** means the registered owner or owners of Land;

**“Regulations”** means the regulations made pursuant to the Act;

**“Responsible Parties”** means all Members, Consumers, Retailers and Customers, including Distribution Load Members, Subdivision Developers, DG Members, MG Members or agents of the foregoing;

**“Retail Service Agreement”** means an agreement between the Association and a Retailer for the provision of Electric Distribution Service, as amended or replaced from time to time;

**“Retailer”** means a Person, selected by the Customer, or otherwise to whom the Customer is defaulted in accordance with the Act and Regulations, who carries out the duties of a retailer prescribed in the Act, including also self-retailers who procure Electricity Services for their own use as a Customer;

**“Retailer of Record”** means the Retailer who is listed in the Association’s records through the procedures outlined in the Association’s Terms and Conditions, and thereby recognized by the Association and the Settlement System Code, as a particular Customer’s Retailer for a Point of Service at a particular time;

**“Retailer Terms and Conditions”** means the Association’s Retailer Terms and Conditions for Electric Distribution Service, as amended or replaced from time to time;

**“RRR Regulation”** means the Roles, Relationships and Responsibilities Regulation A.R. 169/2003 made pursuant to the Act, as amended or replaced from time to time;

**“Service Connection”** means all the Facilities required for providing services up to a Point of Service or a Point of Interconnection with the Association’s Electric Distribution System;

**“Service Life”** means the expected period of viable, technical and economic life of an asset;

**“Settlement System Code”** means the specifications, standards, methods, calculations and conventions established under the AUC Settlement System Code Rule 021, as amended or replaced from time to time;

**“Standard Service”** means Facilities which meet good economic electric industry practice including safety, reliability and operating criteria and standards consistent with the characteristics of service as determined by the Association and its WSP acting reasonably;

**“Subdivision Developer”** means the Registered Owner or their duly appointed representative developing the Land on which the Association’s electrical system is being installed;

**“System Access Service”** has the meaning given such term in, and is determined in accordance with, the Act;

**“Temporary Disconnection”** means the cessation of Electricity Services on a temporary basis and does not involve removal of Facilities;

**“Tenant”** means any Person with an Interest in Land granted by the Registered Owner;

**“Terms and Conditions”** means, collectively, these Member Terms and Conditions and the Association’s Retailer Terms and Conditions, as amended or replaced from time to time;

**“Transmission Facility”** has the meaning given to such term in, and is determined in accordance with the Act;

**“Underground Electrical Distribution System Service Contract”** means an agreement between the Association and the Subdivision Developer by which the underground Facilities are to be installed on Land to provide Service Connections to each proposed lot and the common area within the Land;

**“WSP”** or **“Wires Service Provider”** means FortisAlberta Inc., whom the Association through the terms of its Electric Distribution System Operator Contract has authorized to act on its behalf pursuant to Sections 104 and 105 of the Electric Utilities Act, S.A. 2003, c E-5.1, as amended or replaced from time to time;

## 2.2 Conflicts

In a matter within the jurisdiction of the Commission, if there is a conflict between a provision expressly set out in an order of the Commission and the Association’s Terms and Conditions, the order of the Commission shall govern. If there is any conflict between a provision in the Association’s Terms and Conditions, and a provision in an Electric Service Contract, Interconnection Agreement, Retail Service Agreement, or any other existing or future agreement between the Association and a Responsible Party, the provision in the Association’s Terms and Conditions shall govern.

If there is any conflict between a provision expressly set out in these Terms and Conditions, as amended from time to time, and an Association Wire Owners Agreement (Integrated Operation Agreement), the express provision of that Agreement shall govern. Nothing herein shall alter or amend the rights and obligations of the parties to the Association Wire Owners Agreement (Integrated Operation Agreement) made effective October 05, 2005.

If there is any conflict between a provision expressly set out in these Terms and Conditions, as amended from time to time, and the Electric Distribution System Operator Contract between the Association and FortisAlberta Inc., and that provision has a material effect on the nature or scope of the Core, Additional or Optional Services provided under that Contract, the provisions of that contract shall govern. Nothing herein shall alter or amend the rights and obligations of the parties to the Electric Distribution System Operator Contract made effective April 1, 2018.

**2.3 Headings**

The division of the Association’s 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 the Association’s Terms and Conditions.

**2.4 Extended Meanings**

In the Association’s Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and words importing a person shall include an individual, firm, partnership, association, trust, unincorporated organization and corporation.

**2.5 Appendices**

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

Appendix “A” — Fee Schedule

Appendix “B” — Member Contributions Schedules

**ARTICLE 3 - GENERAL PROVISIONS**

**3.1 Board Approval**

The Terms and Conditions have been approved by the Board and are filed with the Commission for information. As the Association’s Board designated authority, the Contract Policy Committee may amend the Association’s Terms and Conditions from time to time. Updates will be filed with the Commission for information.

**3.2 Distribution Tariff**

The Association’s Terms and Conditions, together with its Rates, Options and Riders Schedules, form part of the Distribution Tariff and are established pursuant to Section 2 of the Distribution Tariff Regulation, as amended or replaced from time to time. Members may contact the Association to inspect a copy of the Association’s Distribution Tariff.

**3.3 Amendments to the Terms and Conditions**

As the Board’s designated authority, the Contract Policy Committee must approve all amendments to these Terms and Conditions. Once approved, amendments complete with effective dates will be filed with the Commission.

Approved amendments to the Association’s Terms and Conditions, complete with the effective dates, will be posted on the Association’s website at: <http://www.afrea.ab.ca>.

No agreement can provide for the waiver or alteration of any part of the Association’s Terms and Conditions unless such agreement is first filed with and approved by the Contract Policy Committee and such agreement expressly provides for any such waiver or alteration.

**3.4 Applicability of Terms and Conditions**

These Member Terms and Conditions govern the relationship between the Association, its WSP and every Member, Consumer, Subdivision Developer, Customer, or other Person that requires a Service Connection to the Association’s Electric Distribution System, Electric Distribution Service (including Points of Interconnection), or other services. These Member Terms and Conditions will also govern the relationship between the Association and a Retailer or any other Person whom the Member, Consumer or Customer has assigned to act on its behalf in its dealings with the Association, regarding the provision of wire service on the Association’s Electric Distribution System.

All Responsible Parties, by their relationship with the Association, are deemed to have accepted the Association’s Terms and Conditions. The application to the Association for a service, the entering into of an Electric Service

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### **MEMBER TERMS AND CONDITIONS OF ELECTRIC DISTRIBUTION SERVICE:**

**EFFECTIVE JUNE 13, 2019**

Contract, Interconnection Agreement, any other agreement for Electric Distribution Service, the use by a Responsible Party of a service, or the payment by the Responsible Party of an account rendered by the Association in relation to a service shall constitute acceptance by that Responsible Party of these Terms and Conditions.

#### **3.5 FortisAlberta Inc. Customer Guides**

As the Association's WSP, FortisAlberta Inc. has made available certain FortisAlberta Inc. customer guides including their Service and Metering Guide and the Power Quality Specification ("FortisAlberta Guides") to assist Consumers in understanding the normal requirements of the Association in relation to interconnections to the Association's Electric Distribution System including requirements intended to ensure the safety of any employees or agents of the Association or its WSP and the safety and reliability of the Association's Electric Distribution System. FortisAlberta Inc. will amend the Guides from time to time to reflect changes to the electric utility industry, changes in the Association's requirements or the changing needs of the Association's Members and Customers. While the WSP will endeavour to follow practices in the Guides, these practices will not appropriately cover every situation that may arise, and it may be necessary to deviate from the Guides. The FortisAlberta Guides shall be non-binding on Members, Customers or Consumers and on either the Association or the WSP and are produced and maintained for information purposes only. If there is any conflict between a FortisAlberta Guide and a provision in the Association's Terms and Conditions, an Electric Service Contract, a Retail Service Agreement or any other existing or future agreement between the Association and a Responsible Party, the provision in the Association's Terms and Conditions, Electric Service Contract, Retail Service Agreement or other agreement shall govern.

#### **3.6 Fees and Other Charges**

The Association will provide Electric Distribution Service hereunder pursuant to the Association's Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by the Association or its WSP to a Member or Customer will be charged a separate rate or fee such as those included, without limitation, in the Fee Schedule included herein as Appendix "A". Payment by the Member or Customer for services shall be in accordance with the provisions of the Association's Terms and Conditions.

#### **3.7 Billing**

The Member or Customer shall pay all amounts required to be paid under the Distribution Tariff upon receipt of a bill for such amounts. Bills shall be deemed rendered and other notices duly given when delivered to the Member or Customer at the address for service or otherwise. Failure to receive such bill from the Association will not entitle the Member or Customer to any delay in the settlement of each account, or to any extension of the date after which a late payment charge becomes applicable. Any bill rendered to a Member or Customer for which valid payment has not been received by the date indicated on the bill shall be considered past due.

A late payment charge of 1.5% per month (19.56% per annum) is applied if payment has not been received before 1-month elapses from the date the bill was issued. The Member or Customer is charged a dishonoured payment charge for each payment returned for dishonoured or refused payment or returned by a financial institution for any reason as set forth in the Fee Schedule included herein as Appendix "A".

### **ARTICLE 4 - ESTABLISHMENT OF SERVICE**

#### **4.1 Exchange of Information**

To enable the Association to provide a requested service, applicants for service shall supply any information that may be required by the Association, including information regarding the service required, Land, location or ownership of the premises to be served on the Land, the Consumer's service requirements (e.g. Expected Peak Demand), preferred supply conditions and the way the Point of Service or Point of Interconnection will be utilized,

credit information, or reference information. This Customer Information will also be used to determine if the Consumer qualifies for membership in the Association.

The Association and its WSP will treat Customer Information as confidential and will only release such information to other parties in accordance with:

- i. the Code of Conduct Regulation made pursuant to the Act, as amended or replaced from time to time; and
- ii. any applicable supplementary by-laws of the Association.

Upon request, the Association or its WSP shall provide to the applicant, information on obtaining an Association Service Connection, including the method and manner of such Service Connection.

Such information may include a copy of the FortisAlberta Service and Metering Guide, a description of the Service Connection available, location of where Facilities will enter the Consumer's Land, metering equipment and Point of Service or Point of Interconnection, as well as Consumer, and Association responsibilities for installation of Facilities.

After receipt of the application for service and any other required information, the Association or the Association's WSP will advise the applicant of the type and character of the Association Service Connection to be provided and any special conditions that must be satisfied.

#### 4.2 Application for Service

To obtain an Association Service Connection or a Point of Interconnection with the Association's Facilities, a Consumer or applicant must be eligible for Membership and may be requested to make an application in writing on forms provided by the Association or its WSP. The Association reserves the right to verify the identity of a Consumer or applicant; the accuracy of the information provided and to require any Person who the Board accepts as a Member, to sign an Electric Service Contract with the Association.

The Association or its WSP may require a Consumer or applicant to confirm that they are the Registered Owner of the Land, or that the Consumer or applicant is a Tenant. If the Consumer or applicant is ~~a~~ not the Registered Owner, the Association shall have the right, but not the obligation, to:

- (i) verify the identity of the Registered Owner of the Land;
- (ii) notify the Registered Owner of the nature of the proposed service and of any other information that the Association considers relevant; and
- (iii) require the Registered Owner to sign an Electric Service Contract granting access to the Land required by the Association and to be responsible for the obligations of the Tenant regarding the service if the Tenant fails to comply with any of its obligations hereunder in respect of the service.

The Consumer's eligibility for service and for Association Membership shall be determined based on the proposed use of the Service Connection and the Land or Interest in Land at the time of the intended use of the service or upgraded service.

A Consumer, a Retailer or any other Person acting on behalf of the Consumer may apply for a Service Connection on behalf of the Consumer. Where such application is made by another party on behalf of the Consumer, such party must provide, in a form acceptable to the Association and its WSP, verifiable authorization from the Consumer to make such application.

The Association through its WSP, bills the Retailer of Record based on the charges set out in the Association's Distribution Tariff. Each Point of Service is billed as a separate service. The determination of these charges will be made in accordance with the Association's Distribution Tariff.

The availability of rates, options and riders are specified in the Distribution Tariff. If the operational requirements of the Point of Service change, different charges under the Association's Distribution Tariff may be applicable and the Member or Customer may be required to pay an additional Member Contribution. A Member or Customer requested change of service under this Section will not be made more than once in any 12-month period.

If the Consumer or applicant cancels a project, that Consumer or applicant will pay all additional costs related to the cancellation of the project, including Cancellation Costs, incurred by the Association and its WSP. The Association reserves the right to require a Consumer or Customer to provide security acceptable to the Association to cover Cancellation Costs.

Upon completion of the construction of the Facilities, the Member or Consumer is required to enroll with a Retailer to obtain Electricity Services, including Electric Distribution Service, within 30 days. The Association reserves the right to require its default retailer to enroll the Member or Consumer if the Point of Service is not enrolled within the 30-day period set out above.

If the Service Connection is not energized in the 30-day period set out above or the Service Connection ceases to be energized, the Association reserves the right to bill the Member, Customer or Customer's Retailer the minimum amount specified in the appropriate rate

#### 4.3 Rejection of Service Application

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

- a) the type of Service Connection applied for is not available or normally not provided by the Association in the location requested;
- b) the Consumer or applicant does not qualify for Membership in the Association;
- c) the Member, Consumer or applicant does not have currently in force all permits or other authorizations that may be required for the installation of the Service Connection as set out in Section 4.5;
- d) The Association or its WSP determines that a previous account held by the Consumer or Customer is in arrears with the Association;
- e) where applicable, the Consumer or applicant fails to provide a letter of credit from a suitable financial institution in a form acceptable to the Association;
- f) any representation made by the Consumer or applicant to the Association or its WSP for the purpose of obtaining a Service Connection is, in the opinion of the Association or its WSP, fraudulent, untruthful or is misleading;
- g) the Consumer or applicant has not, when requested by the Association to do so, provided a signed written application for a Service Connection, Electric Service Contract, Interconnection Agreement or any other agreement relating to Electric Distribution Service between the Association and a Member, Consumer or applicant; or
- h) the proposed Load, in the opinion of the Association or its WSP, has unusual characteristics that might adversely affect the quality of service supplied to other Consumers or Customers, public

safety, or the safety of the Association’s or the WSP’s personnel, or agent’s or the Association’s Facilities or equipment.

4.4 Member Contracts

4.4.1 Electric Service Contract

To be eligible for Association Membership, Consumers must meet the Membership requirements under the Rural Utilities Act and the Regulations made thereto, as amended or replaced from time to time; the Association’s policies and by-laws; and the Association’s contractual obligations.

To become a Member of the Association an eligible Consumer must be accepted by the Board and shall sign an Electric Service Contract in respect to each Service Connection supplied by the Association. The Electric Service Contract will be signed by the Consumer and not its agent. The Consumer may also be required by the Association to sign a Utility Right of Way that can be registered on title and pay a Membership Fee as set by the Association.

The Electric Service Contract is not transferable or assignable by the Member. The Association is entitled to assign all or any part of the Electric Service Contract. The Association is also entitled to appoint, employ or engage any Person to do any act or thing which the Association is required or entitled to do under the Electric Service Contract. Subject to the Terms and Conditions the contractual obligations included within an Electric Service Contract continue in effect until the Electric Service Contract is terminated by the parties.

In the absence of a signed Electric Service Contract, the supplying of a Service Connection by the Association and the acceptance thereof by the Consumer or Customer shall be deemed to constitute a contract by and between the Association and the Consumer or Customer for delivery, acceptance and payment for Electric Distribution Service under the Association’s Distribution Tariff.

4.4.2 Transfer of Contractual Obligations

The Electric Service Contract shall be binding on and enforceable by the Association and Member, as well as their respective heirs, executors, administrators, successors and assigns. The Member acknowledges that the obligations of the Member under the Electric Service Contract is assigned with the Land and that the Association at its option shall be entitled to register a caveat against the Certificate of Title to the Land registering the existence of the Electric Service Contract.

4.4.3 Subdivision Developers

Subdivision Developers may be required to sign an Underground Electrical Distribution System Service Contract. At the request of the Association, Developers shall also grant, or cause to be granted, to the Association, without cost, such easements or rights-of-way as may be required for Association Facilities.

When a Subdivision Developer or builder is the owner of one or more lots in a rural subdivision, that Subdivision Developer or builder may have Service Connections installed in their name by applying for Association membership. Once accepted as a Member, a separate Electric Service Contract will be required for each Service Connection installed. These Service Connections are to be enrolled with a Retailer within 30 days of service being made available.

4.5 Authorizations

The Member or Consumer shall be responsible for obtaining all permits, certificates, licences, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection and



shall submit copies of them to the Association’s WSP. The Association’s WSP shall not be required to commence or continue installation or operation of a Service Connection unless and until the Member or Consumer has complied with the requirements of all governmental authorities, all permits, certificates, licences, inspections, reports and other authorizations, and all right-of-way agreements, and all the Association’s and its WSP’s requirements applicable to the installation and operation of the Service Connection. The Association and its WSP reserve the right, but are not obligated, to verify that all necessary approvals have been obtained by the Member or Consumer.

**ARTICLE 5 - SERVICE REQUIREMENTS AND FACILITIES**

**5.1 Scheduling for Service Connection**

After the applicant or Consumer has complied with the Association’s application requirements and has been accepted for service by the Association, and has become a Member, and complied with the requirements of Article 4 and all other local construction, safety standards or regulations, and has enrolled with a Retailer, the Association’s WSP shall schedule that applicant for service connection.

**5.2 Protection of The Association’s Facilities**

**5.2.1 Interference with Association Facilities**

The Member or Consumer obtaining Electric Distribution Service from the Association shall not install or allow to be installed on Land owned or controlled by the Member, or Consumer any temporarily or permanent structures that could interfere with the proper and safe operation of the Association’s Facilities or result in non-compliance on the part of the Member or Consumer or the Association with applicable statutes, regulations, standards or codes. The Association will retain ownership of its equipment and Facilities, whether or not affixed to a Member’s or Consumer’s facilities or Land.

The Member or Consumer shall not plant any trees or shrubs that in the opinion of the Association or the Association’s WSP could potentially interfere with the proper and safe operation of the Association’s Facilities or result in non-compliance with applicable statutes, regulations, standards or codes. If such trees or shrubs are planted, the Association may remove them at the Member’s or Consumer’s expense.

**5.2.2 Protection of Installed Facilities**

The Member or Consumer shall furnish and maintain, at no cost to the Association, the necessary space, housing, fencing, barriers, and foundations for the protection of the Facilities to be installed upon the Member’s or Consumer’s Land. If the Member or Consumer refuses, the Association may, at its option, furnish and maintain and charge the Member or Consumer for furnishing and maintaining the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Association’s and its WSP’s specifications and approval. On a commercially reasonable basis, the Association will take into consideration, but shall not be obligated to abide by, requests by Members or Consumers related to the protection of Facilities.

**5.2.3 Power Factor**

A Member or Consumer obtaining Electric Distribution Service from the Association shall design, install and operate their facilities in such a manner as to maintain a Power Factor of not less than 90%. The Association may require any Consumer or Customer not satisfying this Power Factor requirement to furnish, install and maintain at no cost to the Association such remedial or corrective equipment as the Association may deem necessary under the circumstances. Alternatively, the Association may install at

the Member's or Consumer's cost, such remedial or corrective equipment as the Association may deem necessary under the circumstances.

**5.2.4 Compliance with Requirements and Use of Service Connection**

Members and Consumers will ensure that their facilities comply with the applicable requirements of the Canadian Electrical Code, with all applicable laws or standards and with all applicable FortisAlberta Guides issued from time to time. The Member or Consumer shall not use their Service Connection or Electric Distribution Service in a manner to cause undue interference with any other facilities (including Association Facilities, WSP facilities or facilities of another Member, Customer or Consumer) connected physically or electromagnetically to the Association's Electric Distribution System. This includes, but is not limited to, abnormal voltage levels, frequency levels, flicker levels and harmonic and interharmonic levels. At the Association's request, the Member or Consumer shall take whatever action is required to correct the interference or disturbance at the Member's or Consumer's expense. Alternatively, the Association may elect to correct the interference or disturbance at the Member's or Consumer's expense.

**5.2.5 Operation of Generator Facilities**

Notwithstanding the provisions in Article 12, a Member or Consumer shall not, without the written consent of the Association and its WSP, use their own generator facilities in parallel operation with the Association's Electric Distribution System.

**5.3 Relocation of Facilities**

A Person shall pay all costs of relocating, altering or removing Facilities at their request, for their convenience, or if necessary, to remedy any violation of the Terms and Conditions, a provision of any other agreement with the Association, or any law or regulation, caused by that Person. If requested by the Association, a Person shall pay the estimated cost of the relocation in advance.

**5.4 Extensions**

A Member or Consumer shall not extend or permit the extension of electric facilities connected to the Association's Electric Distribution System beyond Land owned, occupied or controlled by that Member or Consumer for any Point of Service or Point of Interconnection.

**ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES**

**6.1 Easements**

By accepting Electric Distribution Service, the Member or Consumer is deemed to have granted to the Association, without any cost to the Association, such easements or rights-of-way over, upon or under the Land owned, controlled or leased by the Member or Consumer as the Association reasonably requires at any time for unimpeded ingress and egress for the purposes of the construction, installation, maintenance, vegetation management, emergency response, repair, operation and removal of the Facilities required for a Service Connection to the Member or Consumer, and the performance of all other obligations required to be performed by the Association or its WSP hereunder. On a commercially reasonable basis, the Association will take into consideration, but shall not be obligated to abide by, requests by Members or Consumers related to such easements and rights-of-Way. At the request of the Association, the Member or Consumer shall grant, or cause to be granted, to the Association, without cost, such easements or rights-of-way as set out above.

**6.2 Right of Entry**

The Association and its WSP, their employees, agents, contractors and other representatives shall have the right to enter any Land belonging to or occupied by the Member or Consumer at all reasonable times for the purpose

of inspecting, installing, maintaining, replacing, testing, monitoring, reading, removing or disconnecting the Association’s Facilities, including meters, meter reading devices, wires or other electrical equipment and appliances, for the measurement or conveyance of electricity supplied or ascertaining the quantity or making other measurements of electricity consumed or supplied, or for any other purpose incidental to the provision of a Service Connection.

The Member or Consumer shall not prevent or hinder the Association’s or its WSP’s entry. The Association or its WSP, where practicable, will endeavour to provide reasonable notice to the Member or Consumer when it requires unscheduled entry to the Member’s or Consumer’s Land. The Association’s WSP may charge a “No Access” fee as set forth in the Fee Schedule included herein as Appendix “A” any time entry is considered by the Association or its WSP their employees, agents, contractors or other representatives as unsafe or is otherwise prevented, hindered or refused.

**6.3 Vegetation Management**

The Member or Consumer shall be responsible for managing vegetation on the Land owned or controlled by that Member or Consumer in order to maintain proper clearances and reduce the risk of contact with that Member’s or Consumer’s low voltage overhead wires or other facilities, including but not limited to treating, trimming or cutting trees and brush that may interfere with the operation of that Member’s or Consumer’s facilities. If the Member or Consumer has concerns with identifying the facilities, they are responsible for, they should contact the Association’s WSP for assistance (contact FortisAlberta phone 310WIRE).

The Association (or the Association’s WSP) shall be responsible for managing vegetation on the Land owned or controlled by the Member or Consumer in order to maintain proper clearances and reduce the risk of contact with Association Facilities.

The Member and Consumer shall permit the Association or its WSP to manage vegetation on Land owned or controlled by the Member or Consumer in order to maintain proper clearances and reduce the risk of contact with Association Facilities including but not limited to treating, trimming or cutting trees and brush that may interfere with the operation of the Association’s Facilities on the Member’s or Consumer’s Land.

The Association may, at the Member’s or Consumer’s expense, perform the work that is the responsibility of the Member or Consumer as set out herein, where the Association or its WSP determines that such Work is reasonably required to maintain the integrity of the Association’s Electric Distribution System. The Association shall make reasonable efforts to notify the Member or Consumer before such work is performed.

**6.4 Registration of Agreements**

Each Member that enters into an Electric Service Contract is deemed to have agreed that the Electric Service Contract constitutes an interest in land in favour of the Association and the Association’s rights on or adjacent to the land, and is deemed to have granted a right for the purpose of those agreements and maintaining the Association’s Facilities on, over and under the lands on which the Consumer’s facilities are located, and further that the Association has the right, but not the obligation, to register such agreement at the appropriate Land Titles Office against title to those lands.

**ARTICLE 7 – DISTRIBUTION EXTENSIONS**

**7.1 Member Contributions**

Member Contributions are payable before design, ordering and construction may begin unless other arrangements are made with, and to the satisfaction of, the Association.

7.1.1 Member Distribution Contribution

A Person requesting an Association Service Connection or a Subdivision Developer requesting an extension of Association Facilities will be required to pay a Member Distribution Contribution Calculated as follows:

MEMBER DISTRIBUTION CONTRIBUTION	=	MEMBER EXTENSION COSTS	+/-	MEMBER SHARED COSTS
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Member Extension Costs include the cost of local Facilities required to extend Standard Service for the sole use of the Member or Consumer. Member Extension Costs also include the cost of any local Facilities required for rural residential subdivisions.

Member Shared Costs are determined as follows:

Member Shared Costs related to connecting to the existing Electric Distribution System.

- i For Association Service Connections, including irrigation, with an installed capacity of less than 100 kVA, and quotations prepared by FortisAlberta Inc (in its role as the Association’s WSP), the Member Shared Costs are calculated as a Prepaid Line Share, based on the formulae shown in Table 1, Appendix “B”. Prepaid Line Share Costs are not refundable.
- ii For Association Service Connections, including irrigation, with an installed capacity of less than 100 kVA, and quotations prepared by the Association or one of its contractors, the Member Shared Costs are determined when the Member Extension Costs are calculated and may be averaged with other services. Member Shared Costs determined through any averaging method are not refundable.
- iii For rural residential services installed by a Subdivision Developer, Member Shared Costs will be calculated separately and may include the cost of any system upgrades attributed to the total estimated Load of the new subdivision.
- iv For Service Connections with an installed capacity greater than 100 kVA the Member Shared Costs will include:
  - a a portion of the cost of the new or existing shared Facilities. The Member or Consumer portion is determined based on that Member’s or Load relative to the total Load supplied by the shared Facilities; and
  - b the cost of system upgrades attributed to the Member’s or Consumer’s Load

In a new rural residential subdivision, the Subdivision Developer is responsible for the full Member Extension Costs and Member Shared Costs related to the subdivision as well as any deposits required in any contract with the Association.

7.1.2 Other Contributions

Cost of Optional Facilities

If the Member or Consumer requests Optional Facilities, the Member or Consumer will pay the cost of those Optional Facilities.

7.2. Changes to Service Peak Demand Requirements

The Member’s or Consumer’s Peak Demand shall not exceed the Maximum Supply.

A Member or Consumer shall give the Association’s WSP reasonable written notice prior to any change in requirements at a Point of Service, including any change in Expected Peak Demand or kVA of Capacity, to enable the Association’s WSP to determine whether such change can be accommodated without alterations to Association Facilities. A Retailer or any other Person acting on behalf of the Consumer, who provides the Association’s WSP with verifiable authorization from the Consumer, may give such notice to the Association’s WSP on the Consumer’s behalf. However, the Association and its WSP reserve the right to require such notice directly from the Consumer. In addition, the Association and its WSP reserve the right to provide the Registered Owner of the Land in question (if different than the Consumer) with notice of same.

The Member or Consumer shall not change their Load requirements at a Point of Service without the Association’s WSP’s written permission. The Consumer shall be responsible for all damage caused because of the Consumer changing requirements at a Point of Service without such written permission.

**7.2.1 Changes to Distribution Facilities**

If a Member or Consumer requests a change to their service requirements and the Association or its WSP determines it must modify certain Facilities to accommodate the change at a Point of Service, a Member Distribution Contribution may apply.

**7.2.2 Changes**

Any payment required by this Article 7 is based on the Association’s and its WSP’s assumptions respecting the method of construction and the routing of the Facilities required to serve the Member or Consumer in accordance with that Member’s or Consumer’s request for a Service Connection. If the assumed method of construction or routing of Facilities is changed for reasons beyond the Association’s and its WSP’s reasonable control or at the request of the Member or Consumer, and the result of which is that the Association or its WSP would incur costs more than those estimated based on such assumptions, then that Member or Consumer shall be responsible for the amount by which the cost of such changed method of construction and/or routing of Facilities is estimated by the Association or its WSP to exceed such costs as originally estimated. The Association or its WSP will outline the estimated costs and the Member or Consumer shall make payment to the Association or its WSP as set out in the Member or Consumer service proposal as so revised, provided that in such case the Member or Consumer shall have the right to cancel its application for service and Electric Service Contract by paying to the Association and its WSP all costs then incurred by the Association and its WSP in respect of the Service Connection requested.

**ARTICLE 8 — SERVICE CONNECTION**

**8.1 Member and Consumer Responsibility**

**8.1.1 Facilities Provided by the Member or Consumer**

Except for Facilities owned by the Association, the Member or Consumer shall provide, and be responsible for, all wiring and electrical equipment on the Member’s or Consumer’s side of the Point of Service, including all Civil Work in relation to the Service Connection. When required by the Association or its WSP, the Member or Consumer will provide a suitable service entrance and meter socket or enclosure. For underground installations, the Member or Consumer provides and is responsible for the underground conduit and underground service leads. All such materials used in the construction of facilities provided by the Member or Consumer must be approved by the Canadian Standards Association. The construction and placement of facilities shall comply with all applicable Canadian and Alberta standards and

requirements, any applicable legislation, as well as any standards as may be required by the Association from time to time. Member and Consumer responsibility relating to the installation of meters is set out in Section 9.1.2.

The Member or Consumer shall be responsible for any destruction of or damage to Facilities where the destruction or damage is caused by a negligent act or omission or willful misconduct of that Member or Consumer, their directors, officers, agents, employees and representatives or anyone permitted by that Member or Consumer to be on the Land.

The Member and Consumer shall comply with all applicable requirements of the Association in relation to their Service Connection and interconnection with the Association’s Electric Distribution System. For a new service, or for the rewiring of an existing service, the Member or Consumer will need to obtain an electrical permit from an accredited agency. The Consumer’s wiring must conform to the applicable Canadian and Alberta standards and requirements, any applicable legislation, as well as any standards as may be required by the Association and its WSP from time to time. For safety reasons, the Association’s WSP has the right, but not the obligation, to inspect the Member’s or Consumer’s wiring. Inspection does not relieve the Member or Consumer from any responsibility with respect to the Member or Consumer’s wiring or electrical equipment.

[8.1.2 Protective Devices](#)

The Member or Consumer shall be responsible for determining whether the Member or Consumer needs any devices to protect the Member’s or Consumer’s facilities from damage that may result from the use of a Service Connection or Electric Distribution Service including, without limitation, single phasing protection on three-phase Service Connections. The Member or Consumer shall provide, install and maintain all such devices.

[8.1.3 Service Calls](#)

The Association will require a Member or Consumer to pay the actual costs of a Member or Consumer requested service call if the source of the problem is that Member’s or Consumer’s facilities (in accordance With Appendix “A”).

[8.1.4 Standards for Connection](#)

The Member’s or Consumer’s installation shall conform to the requirements of all applicable Canadian and Alberta standards and requirements, any applicable legislation, and such further requirements (i.e. FortisAlberta Meter and Service Guide) as the Association or the Association’s WSP may establish from time to time. Copies of such guidelines are available on request.

[8.1.5 Compliance with Governmental Directives](#)

The Member, Consumer and Customer acknowledge and agree that the Association may need to act in response to governmental or civil authority directives or regulatory orders, which may affect the Member’s, Consumer’s or Customer’s service including emergency orders or directions made pursuant to the Emergency Management Act (Alberta), R.S.A. 2000, c. E-6.8, as amended or replaced from time to time. The Member, Consumer and Customer agree to cooperate with the Association and its WSP to comply with all such directives or orders.

[8.1.6 Interference with the Association’s Facilities](#)

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

Consumer shall not interfere with or alter the meter, seals or other Facilities or permit the same to be done by any person other than the authorized agents or employees of the Association or its WSP. The Member or Consumer shall be responsible for all damage to, restoration of, or loss of such property and associated costs, unless occasioned by circumstances, as determined by the Association and its WSP, to have been beyond the Member's or Consumer's control, such as "Acts of God" and other similar circumstances. Such Facilities shall be installed at points most convenient for the Association's access and service and in conformance with applicable laws and regulations in force from time to time.

**8.1.7 Effluent**

The Member and Consumer agree that if any part of the Member or Consumer's process or operations produces or emits effluent that may cause contamination to or otherwise affect the operation of the Association's Electric Distribution System (including without limitation, Association Facilities installed or interconnected to serve the Member or Consumer facilities) (the "Contamination"), the Member or Consumer shall immediately disclose this information to the Association and its WSP's personnel as soon as the potential for or actual Contamination, as the case may be, is known. Notwithstanding any other provision of the Terms and Conditions, the Member and Consumer shall indemnify the Association and its WSP from any damage, injury, loss, costs and claims ("Costs") suffered or incurred by the Association, its WSP, its agents or employees which are in any way incurred because of or connected with any effluent produced or emitted by the Member's or Consumer's process or operations. Such Costs shall include, without limitation, all reasonable expenses incurred in cleaning up Contamination, upgrading the Association's Electric Distribution System to prevent any future occurrence of any similar contamination and/or to mitigate excessive costs of ongoing maintenance or, where Electric Distribution System upgrade is not feasible, the costs of continued maintenance of the Electric Distribution System resulting from Contamination. "Effluent" means any solid, liquid or gas, or combination of any of them, including, without limitation, salt, dust, smoke, particulate matter, debris, hazardous waste, chemicals, vapour, runoff, wastewater or sewage.

**8.2 Facilities Provided by the Association**

The Association installs, owns and maintains all Facilities required to supply electricity up to the Point of Service unless an agreement between the Association and a Member, Consumer or Subdivision Developer specifically provides otherwise. Payment made by a Member Consumer or Subdivision Developer for costs incurred by the Association in installing Facilities does not entitle the Member Consumer or Subdivision Developer to ownership of any such Facilities, unless an agreement between the Association and a Member Consumer or Subdivision Developer specifically provides otherwise.

The Association is obligated only to provide Facilities that can deliver up to the Maximum Supply capacity.

The Association can provide single and three phase electric service at several standard voltages and the Association and its WSP will assist the Member or Consumer in selecting the type of electric service best suited to that Member's or Consumer's needs.

**8.3 Unauthorized Use or Unsafe Conditions**

Where the Association or its WSP determines that there has been unauthorized use of the Service Connection or Electric Distribution Service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of Energy whereby the Association or any other party including a Retailer, is denied full compensation for services provided, the Association through its WSP may:

- (i) discontinue the Electric Distribution Service;

- (ii) make such changes in its meters, appliances, or other Facilities, or take such other corrective action, as may be appropriate to ensure only the authorized use of the Facilities and to ensure the safety of the general public; and
- (iii) bill the Member, Customer, the Customer's Retailer or any other Person acting as agent for the Customer for the Association's estimate of the damages from such unauthorized use, including compensation for services provided and repairs of damage and reconstruction of Facilities. Nothing in this Section shall limit any other rights or remedies that the Association may have about such unauthorized use.

#### 8.4 Frequency and Voltage Levels

The Association's WSP will make every reasonable effort to supply Energy at 60-Hertz alternating current. The voltage levels and variations will comply with the standards of the Canadian Standards Association and as specified in the FortisAlberta Metering and Service Guide. Some voltage levels set out in the FortisAlberta Metering and Service Guide may not be available at all locations served by the Association.

#### 8.5 Minimum Charges

The Minimum Charge calculated in accordance with the Distribution Tariff will be applicable.

### ARTICLE 9 – METERS

#### 9.1 Installation of Meters

##### 9.1.1 Provision and Ownership

The Association through its WSP shall provide, install, and seal one or more meters that are approved by Measurement Canada for measuring the Consumer's or Customer's Load by way of a Service Connection.

Interval meters and associated communication equipment shall be installed for a Consumer or Customer as required by the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time.

Each meter shall remain the sole property of the Association.

##### 9.1.2 Responsibility of Consumer

When requested by the Association or its WSP, Consumers (including Members and Customers) with an Association Service Connection shall provide and install a Canadian Standards Association approved meter receptacle or other Canadian Standards Association approved facilities suitable for the installation of the Association's meter or metering equipment. All such facilities must be Canadian Standards Association approved and adhere to all applicable Canadian and Alberta electrical standards or requirements and any applicable legislation. Member and Consumer responsibility in connection with the installation of other facilities is set out in Section 8.1.1.

#### 9.2 Location

Meter locations shall be approved by the Association's WSP based on type of service and convenience of access to the meter. Where a meter is installed on a Member or Consumer owned pole, the pole shall be provided and maintained by that Member or Consumer as required by the Canadian and Alberta standards or requirements and any applicable legislation. On a commercially reasonable basis, the Association and its WSP will take into consideration, but shall not be obligated to abide by, requests by Members or Consumers related to the location of meters.



### 9.3 Access to Meters

The Association or its WSP may, at any reasonable time, read, inspect, remove and test a meter installed on Land owned or controlled by the Member or Consumer. The Association may require a Member or Consumer to remove safety hazards any time the Association's or its WSP's access or entry is considered by its employees, agents or other representatives as unsafe. The Association's WSP may charge a "No Access" fee as set forth in the Fee Schedule included herein as Appendix "A" any time the Association's WSP's access or entry is considered by the Association, its WSP, its employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused. In addition, the Association may move or relocate a meter, and charge the Member or Consumer for the costs of moving or relocating the meter, if access or entry is considered by the Association's WSP as unsafe or is otherwise prevented, hindered or refused. Prior to moving or relocating a meter, the Association's WSP will first notify the Member or Consumer and provide that Member or Consumer with a reasonable opportunity to remedy the restricted or unsafe access or entry.

### 9.4 Changes to Metering Equipment

For most sites, the Association's WSP uses an Automated Meter Read system (AMR). Any alternative metering request must be requested in writing. In the event of a Retailer request, or Retailer consent to a Customer request, for non-standard metering equipment which does not provide automated reads through the AMR system, the Association and its WSP shall evaluate the submitted request and make a determination on the non-standard service request. If approved, the Association's WSP shall provide, install, test and maintain alternative metering equipment. The cost of providing, installing, testing, maintaining and removing the alternative metering equipment, the ongoing operating costs for manual meter reading and other operational support activities required as a result of the non-standard nature of the alternative arrangement, as set forth in Schedule A hereof, will be charged to the Retailer in the Tariff Bill File. All standard and alternative metering equipment remains the property of the Association and will be maintained by the Association's WSP.

### 9.5 Meter Reading

The Association's WSP shall endeavour to make an actual meter reading for each Point of Service for which it provides Electric Distribution Service for Customers of the Retailer in accordance with the WSP's meter reading schedule. At the request of a Customer's Retailer, the WSP shall endeavour to make an actual meter reading, off-cycle, and the WSP will charge the Retailer for the additional meter reading expense as set forth in the Fee Schedule included herein as Appendix "A".

At the request of the Retailer, or with the Retailer's consent, the WSP may provide other metering services, above standard metering service, and may charge separate fees for such service.

### 9.6 Record

An accurate record of meter readings will be kept by the Association's WSP and will be the basis for billing by the Association's WSP to the Retailer in accordance with the Distribution Tariff.

### 9.7 Customer Usage Information

Upon request, the Association's WSP shall provide standard Customer Usage Information to an agent or consultant, acting on behalf of a Customer. Prior to requesting the WSP to release Customer Usage Information, the agent or consultant shall be responsible for obtaining and providing to the WSP the written authorization from the Customer referred to above in a form satisfactory to the Association and its WSP.

Upon request, the WSP shall provide standard Customer Usage Information to the Retailer of Record for the period during which the Retailer of Record was the retailer for the particular Customer. Customer Usage Information shall be provided for the 12-month period preceding the date of the request or for such shorter period

for which the WSP has collected that information. The Association through its WSP may charge for any additional information requested, including, any special reports and graphs as outlined in the Fee Schedule included herein as Appendix "A". The Retailer shall be responsible for having all necessary and appropriate contractual or other arrangements with their Customers consistent with applicable statutes and regulations and the Terms and Conditions.

#### 9.8 Estimated Consumption and Demand

The Customer's (including Members and Consumers) Load will be estimated by the Association's WSP based on the best available sources of information and evidence in the following circumstances:

- (a) where a meter is inaccessible due to conditions on the Customer's Land;
- (b) where the meter is not scheduled to be read;
- (c) where it is determined that the Customer's Load was different from that recorded or billed due to incorrect billing procedures;
- (d) where a meter reading schedule or a meter change creates a transition period in the Association's billing cycle;
- (e) where the automated reading system fails to deliver a meter read to the WSP; or
- (f) if the seal of a meter is broken or if the meter does not register correctly, regardless of the cause.

If requested by the Retailer, the Association's WSP will provide the Retailer with a description of the methodology used to calculate the Load estimate for the Customers of the Retailer.

#### 9.9 Meter Testing

Measurement Canada regulates meter testing. At the request of a Retailer or a Distribution Load Member, the Association's 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. The WSP will charge a fee for meter testing pursuant to the Fee Schedule included herein as Appendix "A". The Association reserves the right to communicate directly with the Member including the possible collection of the meter testing fee

If the meter is inaccurate, the WSP will refund the fee and make appropriate adjustments to the applicable Customer or Retailer's bills. If the meter is found to be accurate, the WSP will keep the fee to cover the cost of testing the meter.

#### 9.10 Adjustments for Faulty Metering or Energy Theft

The Association's WSP may make consumption and demand adjustments for faulty metering:

- (a) if the seal of a meter is broken or if the meter does not register correctly regardless of the cause;
- (b) when a Point of Service has been incorrectly metered, or when a meter is found to be inaccurate in accordance with the Electricity and Gas Inspection Act (Canada), R.S. 1985, c. E-4, as amended or replaced from time to time; in these cases, the WSP will make adjustments for a period not exceeding 3-months, unless it can be shown that the error was due to some specific reported cause, the date of which can be fixed, in which case the actual date shall be used; or
- (c) where a Point of Service is unmetered and any seal attached to motors or other equipment is broken or any unauthorized change in the Facilities has been made.

Notwithstanding Section 11.8, in any of the above noted cases the Association’s WSP may make adjustments for the lesser of the period of the error or 1-year unless otherwise required to do so by any applicable governmental authority, legislation or regulation.

Where the WSP determines that there has been unauthorized use of Electricity Services at a Point of Service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby the Association or a Retailer is denied full compensation for Electric Distribution Service provided, the WSP may make changes in the Association’s meters, appliances or Facilities or take other appropriate corrective action, including where necessary the disconnection of the Point of Service and will bill the Retailer of Record for the Point of Service for WSP’s estimate of such unauthorized use. Nothing in this Section shall limit any other rights or remedies that the Association, its WSP or a Retailer may have in connection with such unauthorized use.

**ARTICLE 10 — SERVICE DISCONNECTION AND RECONNECTION**

**10.1 Disconnection by Customer**

In accordance with the Settlement System Code, any requests to disconnect a Point of Service from a Customer shall be made by the Customer’s Retailer. If the Customer notifies the Association’s WSP that the disconnect is short-term and required for reasons including but not limited to, equipment testing and inspection. The WSP reserves the right to complete the request for disconnection and subsequent reconnection. If the WSP determines the disconnection request falls under the provisions of idle service, the Association and the WSP will administer the request as per this Article.

**10.1.1 Temporary Disconnection for Safety and Maintenance**

The Association’s WSP will accept a request directly from a Customer or a Customer’s Retailer for a Temporary Disconnection of less than 5 days (or such other time as may be agreed to by the WSP) for safety or maintenance (equipment testing and inspection) purposes. Normal charges for Electric Distribution Service continue to apply during this period.

**10.1.2 Idle Service Charges**

The Association’s WSP will accept a request from the Customer’s Retailer to De-Energize provided that the Member, Customer or the Customer’s Retailer, agrees to pay the Idle Service Charges as provided in the Distribution Tariff. As a Member in the Association the Customer may also be requested to sign the Appropriate Idle service forms with the Association.

In accordance with the Rural Utilities Act, S.A. 2000, c. R-21, as amended or replaced from time to time, If a Member, Customer or Customer’s Retailer fails to pay the above Idle Service Charges, the Association will send the Member a written “Notice of Removal of Idle Service” form requesting the Member to sign either a ‘Removal of Idle Service Agreement’ or a ‘Maintenance of Idle Service Agreement’. If the Member does not enter into one of these agreements the Association may terminate membership and proceed with the removal of its Facilities.

**10.1.3 Right to Remove Meter**

The Member and Customer shall permit the Association’s WSP to remove the meter on Land owned or controlled by the Member or Customer for any temporary disconnection. The Association and it WSP reserve the right to assess a charge to the Member or Customer, or the Customer’s Retailer, for a supplementary meter read, as set forth in the Fee Schedule included herein as Appendix “A” under Off-Cycle Meter Reading, as a direct result of the Member or Customer preventing or not allowing the Association’s WSP to remove the meter.

**10.1.4 Permanent Disconnection**

If the Member or Customer, or the Customer’s Retailer on behalf of that Member or Customer, requests a Permanent Disconnection of the Point of Service, the Customer billing for that service will be finalized. At the discretion of the Association and in accordance with the Rural Utilities Act, S.A. 2000, c. R-21, as amended or replaced from time to time, the Facilities provided by the Association may be removed, unless the Member, Customer, or the Customer’s Retailer, agrees to pay the Idle Service Charges as set forth in Section 10.1.2 in which case the request will be deemed thereafter to be a De-Energize request. The Association and its WSP reserve the right to assess the Customer’s Retailer’s request for Permanent Disconnection and if the request is determined by the Association or its WSP to be improper (such as if the Member or Customer agrees to pay for Electric Distribution Service), to require the Retailer to correct the transaction. If a Point of Service remains disconnected for greater than 12-months, it may be considered by the Association to be a Permanent Disconnection.

**10.2 De-Energize at Request of Retailer**

In accordance with the Act, the Retailer shall have the right to request that the Association’s WSP De-Energize service to a Point of Service, including for non-payment, and the WSP shall comply with that request, unless such action is inconsistent with applicable law or the Terms and Conditions, including the Association’s approved policies contained in Appendix “B” to the Retailer Terms and Conditions.

Normal charges, including Idle Service Charges, may continue to be applied by the Association during the period of De-Energization. If a Point of Service remains De-Energized for greater than 12-months, the Retailer may make a request to the Association and its WSP for the Point of Service to be considered a Permanent Disconnection and administered as per Section 10.1.4.

**10.3 Disconnection by the Association**

**10.3.1 Disconnection Without Notice**

If the Association or its WSP believes there is any actual or threatened danger to life or property, or in any other circumstances, the nature of which, in the Association’s or the WSP’s judgment require such action, the Association and its WSP have the right to withhold connection or to disconnect a Member’s or Customer’s Point of Service without prior notice to the Member or Customer or Retailer. More specifically, and without limitation of the foregoing, the Association may exercise this right in the event that:

- (a) in the opinion of the Association’s WSP, the Customer has permitted the Customer’s facilities to become hazardous, the Customer’s facilities fail to comply with applicable statutes, standards and codes and/or the Association’s requirements, or if the use of the Point of Service may cause damage to any other Point of Service or Facilities;
- (b) to the knowledge of the Association’s WSP, or in their judgement, the Customer’s facilities are unsafe or defective or will become unsafe or defective imminently or have or are causing characteristics that might affect the quality of service for other Customers. In this event, the Service Connection may not be restored until the Customer facilities are approved by the appropriate authority or the Association. The Association’s WSP shall provide written notice to the Customer within a reasonable time of the reason for the disconnection under this subsection and the actions required for reconnection;
- (c) on account of theft by the Customer of any Association Facilities;

- (d) if any tampering with any service conductors, seals or any other Facilities of Association or any meters, whether or not provided by the Association is discovered;
- (e) upon receiving a written request to provide access to the meter, the Member or Customer refuses or neglects to arrange such access;
- (f) if the Customer changes their requirements for a Point of Service or Electric Distribution Service without the permission of the Association; or
- (g) as required by law.

If the disconnection is a result of a safety violation, the Association’s WSP will reconnect the service in accordance with Section 10.4.

**10.3.2 Disconnection with Notice**

The Association’s WSP may withhold connection or may disconnect a Customer’s Point of Service (without prejudice to any other remedies available) after providing 48 hours advance notice to the Member and Customer, in a number of circumstances, which include but are not limited to the following:

- (a) A Customer non-payment of Association tariffs, invoices or any past due charges incurred by the Customer; or a Customer fails to meet any obligation under these Terms and Conditions including the obligation to sign an Electric Service Contract or a Maintenance of Idle Service Agreement, when required, with the exception that the Association will not disconnect a residential or farm service Customer:
  - i. at any time during the period from October 15 to April 15, or
  - ii. at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed disconnection;
- (b) any other circumstances, like those described above, that the Association or its WSP determine require the withholding or disconnecting of service upon 48 hours’ notice.

The Association also reserves the right to request its WSP install a device to limit or reduce the amount of Energy provided to the Customer.

**10.4 Reconnect Service**

This Section applies when the Association through its WSP is asked to reconnect or restore service to a Point of Service whose service was previously restricted by a current-limiting device or disconnected.

Before reconnecting or restoring service, the Member, the Customer, or the Customer’s Retailer, shall pay any amount owing to the Association including written off accounts, and

- (a) if service is reconnected by the Customer within 12-months of disconnection, the Customer, or the Customer’s Retailer, shall pay a service charge to cover the Association’s minimum monthly charges and reconnection charges, as determined in the Fee Schedule included herein as Appendix “A”; or
- (b) if service is reconnected by the Customer after 12-months of disconnection, the Customer, or the Customer’s Retailer, shall pay a reconnection charge as determined in the Fee Schedule included herein as Appendix “A”.

If the disconnection is a result of a safety violation, or as a result of a Member’s or Customer’s action, inaction or facilities that are causing any problems, damage, interference or disturbance, the Association’s WSP will reconnect

the service when such issues are resolved and when that Member or Customer has provided, or paid the Association’s costs of providing, such services, devices or equipment as may be necessary to resolve such issues.

**10.5 Removal of Facilities upon Termination of Service**

Upon Permanent Disconnection and termination of service, whether at the request of the Member (Customer) or the Board, the Association shall be entitled to remove any of its Facilities located upon the Land of the Member (Customer) and to enter upon such Land for that purpose.

**ARTICLE 11 – BILLING**

**11.1 General**

A bill may be issued to the Customer by a Retailer on behalf of the Association or directly by the Association or its WSP. The Association or its WSP may invoice the Member, Consumer or Customer directly for Member Contributions, meter tests or other services covered in the Terms and Conditions. Each Point of Service is billed as a separate service. The Association and its WSP shall collect all applicable sales, excise, or other taxes or fees imposed by governmental authorities with respect to any services, including Electric Distribution Service and services for DG Members.

The Consumer (including Members and Customers) shall pay all amounts required to be paid under the Terms and Conditions upon receipt of an invoice for such amounts. In addition to payments for electric service, the Consumer, Member Customer or Customer’s Retailer is required to pay the Association or its WSP the amount of any applicable tax, fee or assessment levied by governmental authorities on electric service delivered to the Consumer.

Invoices shall be deemed rendered and other notices duly given when delivered to the Consumer, Member or Customer at the address for service. Failure to receive such invoice from the Association will not entitle the Consumer, Member or Customer to any delay in the settlement of each account, or to any extension of the date after which a late payment charge, as defined in Section 11.6, becomes applicable.

Services transferred to any Person, including an affiliate, by the Consumer, Member or Customer, including an affiliate, at the same Point of Service shall be subject to the existing Member’s Electric Service Contract terms and Customer billing history and the terms of Section 4.3.

In accordance with Section 14.2, it is the Consumer’s (including Members and Customers) responsibility to make arrangements with a Retailer to obtain Electricity Services, including enrolment for Electric Distribution Service.

**11.2 Determination of Rates**

The Association bills the Retailer of Record based on the charges set out in its Distribution Tariff. Each Point of Service is billed as a separate service. The determination of these charges will be made in accordance with the Association’s Terms and Conditions and its Rates, Options and Riders Schedules.

The availability of rates, options and riders are specified in the Distribution Tariff. If the operational characteristics of the Point of Service change, a different rate may be applicable and certain provisions in Article 7 may apply. This could result in the Consumer, Member or Customer being required to pay an additional Member Contribution. A Consumer-requested (including Member-requested or Customer-requested) change of service, including any capacity change resulting from a change to the Association’s Facilities (including secondary breakers or transformers), under this Section will not be made more than once in any 12-month period.

**11.3 Minimum Charges**

The Minimum Charge calculated in accordance with the Association’s Distribution Tariff will be applicable.

**11.4 Consumption Period**

The basis of all charges to the Retailer for Electric Distribution Service provided to a Customer is the consumption period, defined as the time between two consecutive meter readings, or estimates, or a combination thereof, for that Point of Service, unless otherwise indicated in the Distribution Tariff. Charges will generally be billed monthly.

The charges for Electric Distribution Service, including any applicable charges under an Electric Service Contract, shall commence on the earlier of the first billing date after the date upon which the Customer commences taking service, or 30 days after the date that service is made available to the Customer (or Member). The Association reserves the right to enroll the Customer (or Member) with its default retailer in the event that the Point of Service is not enrolled after 30 days that the service is made available. The Association or its WSP may elect to change a Customer’s meter reading schedule.

**11.5 Billing Period**

The billing period for a Point of Service means the timeframe between scheduled meter reading or usage estimate production dates as established by the Association’s WSP, and generally ranges between 27 and 35 days. The Association’s WSP will establish the billing period for a Point of Service in accordance with the Tariff Billing Code made pursuant to the Act, as amended or replaced from time to time.

**11.6 Late Payment Charges**

A late payment charge of 1.5 % per month (19.56% per annum) is applied if the Association’s WSP has not received the Member’s or Customer’s payment before 1-month has elapsed from the date the bill was issued. The Association’s WSP applies a short grace period before it applies the late payment charge if it can be demonstrated that the bill was paid on time at the Member’s or Customer’s financial institution. The Association and its WSP reserve the right to assess a service charge to the Member, Customer, or the Customer’s retailer, in respect of any dishonoured payment returned by the Member’s or Customer’s bank for any reason as defined in Appendix “A”.

**11.7 Collections**

Any invoice rendered for which valid payment has not been received by the due date shall be considered past due. On the first day following the payment due date, late payment charges as set out in the Section 11.6 will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. Failure to make payments on time will also be subject to normal credit action, which may include, but is not limited to: reminder letters; notification by telephone; use of collection agencies; withholding of additional service, disconnection of service and legal action.

**11.8 Adjustments of Bills in the Event of a Billing Error**

For those Customers for whom the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is applicable, where the Association’s WSP overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, The Association’s WSP shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time.

For those Customers for whom the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is not applicable, where the Association’s WSP overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, the Association’s WSP shall render an adjusted bill for the amount of the undercharge, without

interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- (a) If a Retailer is found to have been overcharged due to billing error, the Association’s WSP will calculate the amount of the overcharge (for refund to the Retailer on the Retailer’s next bill following the discovery of the billing error) up to a maximum of 12-months immediately preceding the month in which the billing error was discovered; or
- (b) If a Retailer is found to have been undercharged due to billing error, the Association’s WSP will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of 12-months immediately preceding the month in which the billing error was discovered.

Whenever the Association’s WSP adjusts any bills to the Retailer in the event of billing error and issues an adjusted bill or a refund or credit to the Retailer in respect thereof, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers. If the period of billing error cannot be determined with reasonable accuracy because of a metering error, the undercharge or overcharge will be calculated in accordance with Section 9.11.

**ARTICLE 12 - SPECIFIC PROVISIONS RELATING TO DG and MG MEMBERS**

**12.1 General**

References in Article 12 to Distributed Generation (DG) Members shall also include Micro Generation (MG) Members. Unless otherwise stated in the Micro-Generation Regulation, as amended or replaced from time to time, the following conditions apply to all Distributed Generation (DG) Members.

This Article sets out specific terms and conditions, related to Association Members that are also DG Members, and are in addition to any applicable terms and conditions set out in other Articles of the Association’s Terms and Conditions. In the event of a conflict between Article 12 of these Member 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.

The Association and its WSP shall make all reasonable efforts to maintain continuity of service to DG Members; but, neither the Association nor its WSP can guarantee uninterrupted service.

DG Members have generating facilities that are interconnected to the Association’s Electric Distribution System and may or may not be exporting Energy to the AIES. DG Members may also have on-site Load requirements or generator stand-by/supplemental Load requirements to which the applicable portions of the Association’s Terms and Conditions will apply.

All DG Members (including MG Members) are required to enter into an Interconnection Agreement with the Association (an “Interconnection Agreement”) to establish detailed terms, conditions and provisions with respect to safe and effective operation of each specific interconnection.

**12.2 Interconnection**

A DG Member or any other Person acting on the behalf of the DG Member must apply in writing for interconnection to the Electric Distribution System. The application must include all relevant information concerning site location, facility requirements and requested export levels. Any requested changes to these requirements must be provided in writing to the Association and its WSP.



The interconnection of a generator to the Electric Distribution System shall not create a safety hazard to Members, Customers, Consumers, the public or operating personnel, nor compromise the reliability, power quality or effective operation of the interconnected distribution or transmission system or any part thereof and shall comply with all applicable legislation, policies, standards, rules or codes of federal, provincial or local regulatory entities, Independent System Operator or wire owners, as they may change from time to time.

Prior to interconnecting generating facilities with the Electrical Distribution System, the DG Member shall:

- (a) satisfy all participant and application requirements of the Independent System Operator (if the generator is producing electricity beyond the on-site requirements thereby exporting into the AIES and exchanging Energy through the Power Pool);
- (b) comply with all applicable requirements of Alberta Distributed Generation Interconnection Guide, as amended or replaced from time to time and found at [www.energy.gov.ab.ca](http://www.energy.gov.ab.ca);
- (c) if the DG Member is also a MG Member, comply with all applicable requirements of Micro-Generation Regulation, made pursuant to the Act, as amended or replaced from time to time, and any additional requirements of the AUC;
- (d) obtain mutual acceptance of the Operating Procedures by DG Member and the Association's WSP;
- (e) obtain and provide copies of required permits, licenses and authorizations to the Association and its WSP, including the Commission's approval and order to connect and of acceptance from the local inspection and code enforcement authorities;
- (f) satisfy all requirements of the Association and its WSP in relation to the generating facility metering; and
- (g) execute an Interconnection Agreement, which may include Operating Procedures established by the Association and its WSP.

### 12.3 Continuity, Interruption or Disconnection of Service

In addition to the provisions of Section 14.5, the Interconnection Facilities will include an acceptable visible disconnect switch as a means of isolating the DG Member generating facilities from the Association Facilities. The Association's WSP may disconnect the DG Member generating facilities from the Association Facilities without prior notice where in the Association's or its WSP's opinion:

- (a) the DG Member has violated the terms of the Interconnection Agreement with the Association;
- (b) the DG Member has permitted their facilities to deteriorate or become hazardous;
- (c) the DG Member facilities fails to comply with applicable laws or standards and requirements of the Association and its WSP, including those as set out in Alberta Distributed Generation Interconnection Guide, as amended from time to time and found at [www.energy.gov.ab.ca](http://www.energy.gov.ab.ca);
- (d) the MG Member facilities fail to comply with applicable laws or standards and requirements of the Association and its WSP, including those as set out in Micro-Generation Regulation, made pursuant to the Act, as amended or replaced from time to time, and found on [www.auc.ab.ca](http://www.auc.ab.ca); or

- (e) the use of the service may cause damage to the Association’s Facilities, interfere with or disturb service to any other Member, Customer, Consumer, or compromise the reliability, power quality or effective operation of the interconnected distribution or transmission system or any part thereof.

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

**12.4 Approvals**

The DG Member must obtain written approval from the Association and its WSP before any modification is made to the generating facilities.

Where applicable, the DG Member will be responsible for becoming, and maintaining their status as, a Power Pool participant and complying with any Independent System Operator requirements for any Energy delivered to the Power Pool.

The DG Member will be responsible for securing all required technical, commercial, operational arrangements with the Independent System Operator and the Power Pool.

The DG Member will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the Independent System Operator the Association and its WSP, and as specified in the Interconnection Agreement, including the Operating Procedures, between the DG Member and the Association’s WSP.

The Association or its WSP shall have the right, but not the obligation, to inspect the DG Member’s facilities for compliance. This right of inspection shall not relieve the DG Member of responsibility for the safe design, construction, maintenance and operation of its facilities, and all liability in connection therewith remains with the DG Member. The DG Member shall provide reasonable access upon prior notice to enable the Association or its WSP to conduct such inspection.

The DG Member shall obtain and provide to the Association and its WSP copies of all required permits, licenses, certificates, inspections, reports and authorizations prior to commencement of service or any change or service requirements at any Point of Interconnection, which includes:

- (a) Commission approval and the Commission order to connect;
- (b) acceptance from the local inspection and code enforcement authorities; and
- (c) an agreement with the Association’s 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 Energy.

**12.5 Metering**

The DG Member shall be responsible for all metering, polling and provision of metering data with respect to the DG Member’s generating facilities. Metering responsibilities for MG Members will be consistent with the conditions outlined in the Micro-Generation Regulation, as amended or replaced from time to time.

The DG Member is responsible for the installation, maintenance and operation of metering facilities to measure active energy and reactive energy, both generated and consumed by the DG Member, in compliance with the standards set by the Association, its WSP and the applicable provincial and federal regulators.

The DG Member shall read the meter and provide the required metering data to the Association’s WSP and the Independent System Operator in a format and frequency that is acceptable to these parties. The Association’s WSP may use the metering data for internal settlement use.

Telemetry is required for all generating units where the Association’s WSP or the Independent System Operator has determined that telemetry is required to meet their needs, typically for units larger than 5,000 kW.

[12.6 DG Customer Charges/Credits](#)

The following charges and credits apply to a DG Member and may apply to a MG Member:

[12.6.1 Interconnection Charges](#)

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

The DG Member will be required to pay all incremental interconnection costs (“**Interconnection Charges**”) as determined jointly by the Association and its WSP, to allow the DG Member to make use of the electric distribution system, including:

- (a) Interconnection Facilities Costs, as determined by the Association and its WSP;
- (b) Prepaid operation & maintenance charges as set out in Section 12.6.2;
- (c) Transmission Costs for any transmission related costs associated with the interconnection, as determined and assessed by the Independent System Operator or a Transmission Facility Owner and flowed through to the Association; and
- (d) Application fees associated with performing engineering estimates, planning, operating or protection studies or any additional or routine studies, modeling and testing required by the Independent System Operator. If a DG Member also has on-site Load or generator stand-by/supplemental requirements, the Terms and Conditions governing such services will apply.

The DG Member must pay the Interconnection Charges before any work on the interconnection proceeds. Payment made by a DG Member for Interconnection Facilities Costs does not entitle the DG Member to ownership of any such Facilities. The DG Member may be required to pay further Interconnection Facilities Costs or Transmission Costs at a later date, for modifications or upgrades to the electric distribution system or transmission system that would not have otherwise been required if the generator were not interconnected to the electric distribution system, including the replacement or repair costs of assets at the end of their useful life.

If the DG Member cancels a generator interconnection project, that DG Member will pay all Cancellation Costs incurred by the Association and its WSP.

After a generating facility is interconnected, payment of Interconnection Facilities Costs is non-refundable

[12.6.2 Prepaid Operation and Maintenance Charge](#)

Operation and Maintenance (“O&M”) amounts will be determined in accordance with Table 2 of Appendix “B” attached hereto and based on the generator’s original service life. The DG Member will pay O&M on a prepaid basis. O&M charges will apply to charges related to future Facilities costs for modifications or upgrades, including replacement or repair. At the expiration of the original service life, a further prepaid O&M amount may be charged if the DG Member wishes to remain interconnected to the Association’s Electric Distribution System.

12.6.3 System Access Service Credits/Charges

DG Members, excluding MG Members, that export to the AIES may receive Option M Credits or charges, in accordance with the FortisAlberta Inc. Rates, Options and Riders Schedules, where incremental transmission System Access Service costs to the Association or its WSP are avoided or incurred.

12.6.4 Distribution Loss Reduction Credit/Charges

Distribution line losses, loss reduction credits and incremental loss charges are not applicable.

12.7 Protective Devices and Liability

For the purposes of this Section, “islanding” refers to the operation of a generating unit wherein it provides the sole source of production on an Electric Distribution System.

The DG Member shall be responsible for determining whether it needs any devices to protect their equipment from damage that may result from the interconnection to the Association’s Facilities. The DG Member shall provide and install any such devices. The DG Member will provide the Association’s WSP with the required documentation and settings for such devices. Where the Association or its WSP has determined that there are adverse impacts on other Consumers or operating processes, the Association’s WSP can order modifications by the DG Member to these protective systems. The DG Member must obtain written approval from Association’s WSP for any modifications to these protective systems.

The DG Member must ensure the generators do not island during interruptions of service to the Association’s and/or its WSP’s distribution system and operate in a manner acceptable to the Association and its WSP.

The DG Member shall be responsible for any damages as a result of, but not limited to:

- (a) islanded operation of the DG Member’s facility;
- (b) if direct or transfer tripping is not installed on the Association’s or its WSP’s Facilities or Transmission Facilities or, if installed, fails to operate correctly, the failure of the DG Member’s facility to detect and clear an electrical fault that occurs on the Association’s or WSP’s Facilities or on the Transmission Facilities;
- (c) if live-line close blocking is not installed on the Association’s or its WSP’s Facilities or Transmission Facilities or, if installed, it fails to operate correctly, the failure of the DG Member’s facility to shut down after disconnection from the Association’s or the Association’s Facilities, the Association’s WSP’s facilities or Transmission Facilities and before the automatic reclosing of the Association or Transmission switching devices; and
- (d) asynchronous reclosing on the DG Member’s facility.

12.8 Service Calls

The Association’s WSP may require a DG Member to pay the actual costs of a requested service call if the source of the problem is the DG Member’s own facilities or if the generator company fails to respond to a request to disconnect from the distribution system.

12.9 Exchange of Information

The DG Member will be responsible for providing technical information to the Association and its WSP as required. The Association and its WSP will treat this information as confidential and will not release such information to any other parties without the written consent of the DG Member.

Information related to distribution system use or modeling of such use, may be restricted to respect Member and Customer confidentiality.

The Association’s WSP will be responsible for providing technical information to the DG Member as required except that nothing herein requires the Association or its WSP to release proprietary or confidential information of the Association or any other Person. The DG Member will treat this information as confidential and will not release such information to any other parties without the written consent of the Association and its WSP. Information related to distribution system use or modeling of such use may be restricted to respect confidentiality of Responsible Parties.

**ARTICLE 13 — LIABILITY AND INDEMNITY**

**13.1 Association and WSP Liability**

Notwithstanding any other provision of the Terms and Conditions or any provision of an agreement between the **Association** and a **Responsible Party** or between the **Association** and any other **Person**, relating, directly or indirectly, to the provision of service under the Distribution Tariff (an “Association Agreement”),

the Association, its directors, officers, agents, employees and representatives including the Association’s WSP (**“Association Parties”**), shall not be liable to a **Responsible Party**, their directors, officers, agents, employees and representatives, or any other person in law, equity, tort or contract (**the “Applicable Parties”**) for any loss, injury, damage, expense, charge, cost or liability of any nature whatsoever suffered or incurred by Applicable Parties, or any of them, whether of a direct, indirect, special or consequential nature or whether incurred or suffered directly or as a result of a third party contract, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of the **Association Parties**, or any of them, except for direct property damages incurred by an Applicable Party as a direct result of a breach of the Terms and Conditions or applicable Association Agreement or other act or omission by an Association Party, which breach or other act or omission is caused by the negligence or willful act or omission of such Association Party.

Any liability under this Section will be limited to an amount in proportion to the degree to which the Association Party acting negligent or willfully is determined to be at fault. For the foregoing and without otherwise restricting the generality thereof, “direct property 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.

**13.2 Release**

Subject to Section 13.1, none of the Association Parties (as defined above) will be liable to Applicable Parties (as defined above) for any damages, costs, charges, expenses, injuries, losses, or liabilities suffered or incurred by Applicable Parties or any of them, howsoever and whensoever caused, and each Applicable Party hereby forever releases each of the Association Parties from any liability or obligation in respect thereof.

**13.3 Association Not Liable to DG Member**

“DG Member” or “Distribution Generation Member” means a Member of the Association that has on-site generating facilities that are interconnected and operating in parallel with the Association’s Electric Distribution System and unless otherwise indicated, includes an MG Member;

For greater certainty and without limitation to the foregoing in Sections 13.1 and 13.2, the Association Parties (as defined above) shall not be liable to a DG Member party for any damages of any kind (except to the extent the Association is liable for such damages in accordance with Section 13.1):

- (a) caused by or arising from any Association Party’s conduct in compliance with or in breach of, or as permitted by, the Terms and Conditions, an Electric Service Contract, an Interconnection Agreement, any other agreement relating to Electric Distribution Service between the Association and a Member, a Subdivision Developer, a Customer, a Retail Service Agreement between the Association and a Retailer or any legal or regulatory requirements related to service provided to a Responsible Party;
- (b) caused to the Member or Customer and arising from any failure of a Retailer to comply with the Terms and Conditions, a Retail Service Agreement, any agreement with the Association relating to Electric Distribution Service or for any damages caused by or arising from equipment installed or actions taken by a Retailer;
- (c) caused by or arising from a Retailer’s failure to perform any commitment to the Member or Customer, including but not limited to the Retailer’s obligation, including their obligation under Part 8 of the Act, to provide Electricity Services including Electric Distribution Service to the Customer; or
- (d) caused by or resulting from any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Electric Distribution Service or performing any of the Retailer’s functions in providing Electricity Services including Electric Distribution Service.

**13.4 Responsible Party Liability**

In addition to any other liability provisions set out in the Terms and Conditions or any provision in an Association Agreement, an Applicable Party (as defined above) shall be liable to the Association Parties and indemnify and save harmless the Association Parties for any damages, costs, charges, expenses, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties, injuries, losses, or any liabilities in law, equity, tort or contract suffered or incurred by Association Parties (as defined above), whether of a direct or indirect nature or whether incurred or suffered directly or as a result of a third party contract, caused by or arising from any acts or omissions of an Applicable Party that result in a breach (“Breach”) of the Terms and Conditions or the applicable Association Agreement, or any negligent or willful acts or omissions of an Applicable Party outside of a Breach. Any liability under this Section will be limited to an amount in proportion to the degree to which the Applicable Party is at fault. Any liability and indemnity provisions hereunder are in addition to, but do not limit, the liability protection provisions of the Act and Regulations.

The Responsible Party shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to the Association, its agents or employees, Association property or otherwise, arising directly or indirectly because of:

- (i) the routine presence in or use of Energy over the wires, cables, devices or other Facilities owned or controlled by the Responsible Party;
- (ii) the Responsible Party’s improper or negligent use of Energy or electric wires, cables, devices or other Facilities; or
- (iii) the negligent acts or omissions or willful acts or omissions of the Responsible Party or any person permitted on such Responsible Party’s Land.

**13.5 Force Majeure**

**13.5.1 Force Majeure Relief**

If an event or circumstance of Force Majeure occurs that affects the Association’s or the WSP’s ability to provide a Service Connection or other interconnection to the Electric Distribution System or Electric Distribution Service, the Association’s and the WSP’s obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its Electric Distribution System or the provision of Electric Distribution Service, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended without liability to the Responsible Party until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Electric Distribution Service. The Minimum Charge, if applicable, will continue to be payable during the period in which the Association or the WSP claim relief by reason of Force Majeure.

**13.5.2 Notice**

The Association or the WSP shall promptly give the relevant party notice of the Force Majeure including full particulars thereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of the Association’s and the WSP’s obligations.

**13.5.3 Obligation to Remedy**

The Association and the WSP shall promptly remedy the cause and effect of the Force Majeure insofar as they are reasonably able to do so.

**13.5.4 Strikes and Lockouts**

Notwithstanding any other provision of the Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance affecting the Association shall be wholly in the discretion of the Association and the Association may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling of such strike, lockout or industrial disturbance shall constitute a cause or event within the control the Association or deprive the Association of the benefits of this Section 13.5.

**ARTICLE 14 — ADDITIONAL PROVISIONS RELATING TO ELECTRIC DISTRIBUTION SERVICE**

**14.1 Ownership of Facilities**

The Association is and remains the owner of all Facilities necessary to provide Electric Distribution Service, including Points of Interconnection, with the Association’s Electric Distribution System, to its Members, Consumers and Customers. Payment made by Members, Consumers or Customers for costs incurred by the Association in installing Facilities does not entitle Members, Consumers or Customers to ownership of any such Facilities, unless an agreement between the Association and the Member, Consumer or Customer specifically provides otherwise.

**14.2 Electric Distribution Service Obtained from Retailer**

The Association will not initiate or continue Electric Distribution Service at a Point of Service unless the Member, Consumer or Customer is enrolled to obtain Electric Distribution Service. It is the Member’s, Consumer’s or Customer’s responsibility to make arrangements with a Retailer to obtain Electricity Services, including enrollment for Electric Distribution Service.

**14.3 Proper Use of Services**

A Customer, including a Member and Consumer assumes full responsibility for the proper use of the Service Connection and Electric Distribution Service provided by the Association and for the condition, suitability and

safety of any and all wires, cables, devices or appurtenances energized on the Customer's Land or on premises owned or controlled by the Customer.

**14.4 Compliance with Applicable Legal Authorities**

The Association and the Responsible Parties are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the Independent System Operator or of governmental authorities having applicable jurisdiction. The Association will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order to provide a Service Connection or Electric Distribution Service to the Responsible Parties.

The Association's obligation to provide a Service Connection and Electric Distribution Services subject to the condition that all requisite governmental and regulatory approvals for the provision of such services will have been obtained and will be maintained in force during such period of service.

**14.5 Service Interruption**

The Association through its WSP operates its electric system so as to maintain a voltage within the limits set out in Canadian Standards Association Standard C235. While the Association and its WSP take reasonable efforts to guard against interruptions, uninterrupted service cannot be guaranteed.

Without liability of any kind to the Association or its WSP, the Association's WSP shall have the right to disconnect or otherwise curtail, interrupt or reduce Electric Distribution Service to Responsible Parties whenever the Association or its WSP reasonably determine, or when the Association's WSP is directed by the Independent System Operator, that such a disconnection, curtailment, interruption or reduction is:

- (i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Association's Facilities;
- (ii) to maintain the safety and reliability of the Association 's Electric Distribution System; or
- (iii) due to any other reason, including dangerous or hazardous circumstances, emergencies, forced outages, potential overloading of the Association's Electric Distribution System, system security reasons or because of Force Majeure.

**14.6 No Assignment of Agreements and Invalidity of Contractual Provisions**

A Responsible Party shall not assign any of their rights or obligations under the Terms and Conditions, an Electric Service Contract, an Interconnection Agreement, a Retail Service Agreement or any other agreement with the Association relating to Electric Distribution Service without obtaining any and all necessary regulatory approvals and the Association's approval where required in such agreement. No assignment shall relieve the Responsible Party of any of their obligations under the Terms and Conditions or any other agreement with the Association relating to a Point of Service or Electric Distribution Service until such obligations have been acknowledged by the Association to have been assumed by the assignee and the Association has agreed to the assumption. Any assignment in violation of this Section shall be void.

If any provision of the Terms and Conditions, an Electric Service Contract, an Interconnection Agreement, a Retail Service Agreement or any other agreement with the Association is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.



**14.7 No Waiver**

The failure of the Association or a Responsible Party to insist in any one or more instances upon strict performance of any provisions of the Terms and Conditions, an Electric Service Contract, an Interconnection Agreement, a Retail Service Agreement or any other agreement between the responsible Party and the Association relating to a Point of Service or Electric Distribution Service, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder or thereunder, which shall remain in full force and effect. No term or condition of the Terms and Conditions or any other agreement between the Responsible Party and the Association relating to a Point of Service or Electric Distribution Service shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

**14.8 Law**

The Terms and Conditions and any other agreement between a Responsible Party and the Association relating to a Point of Service or Electric Distribution Service shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any action or proceeding arising in connection with the Terms and Conditions and any other agreement between a Responsible Party and the Association relating to a Point of Service or Electric Distribution Service shall be brought in the courts of the Province of Alberta.

**14.9 New Facilities and Electric Distribution Service Additions**

The Association reserves the right to communicate directly with the Member, Consumer or Customer in respect of any requests made by the Member, the Consumer, the Customer, the Customer’s Retailer or any other party acting as agent for the Member, Consumer or Customer, for the construction of new Facilities or for additional services as provided for in the Billing Regulation made pursuant to the Act, as amended or replaced from time to time.

The Association reserves the right to charge the Member, Consumer or Customer directly for any amounts required to be provided by the Member, Consumer or Customer under the Terms and Conditions.

**14.10 Notice**

Unless otherwise stated herein, all notices, demands or requests required or permitted under the Terms and Conditions or any agreement with a Responsible Party with the Association for a Service Connection or Electric Distribution Service shall be in writing and shall be personally delivered or sent by courier-service or facsimile transmission (with the original transmitted by any of the other delivery methods) addressed as follows:

If to the Member, Consumer or Customer, to the site connection address or the address set out in the Electric Service Contract between the Member and Mayerthorpe and District REA.

If to a DG Member, to the address set out in their agreement with the Association.

If to the Association, to:

Mayerthorpe and District REA  
PO Box 901  
Mayerthorpe, Alberta T0E 1N0  
Fax: 780-417-3398

Notice received after the close of a Business Day shall be deemed received on the next Business Day.

**MAYERTHORPE AND DISTRICT REA**

**MEMBER TERMS AND CONDITIONS OF ELECTRIC DISTRIBUTION SERVICE:**

**EFFECTIVE JUNE 13, 2019**

**APPENDIX “A” – FEE SCHEDULE**

The fees and charges indicated by this schedule are non-refundable and are charged to the Retailer, unless otherwise specified or as otherwise determined by the Association or its WSP.

<p><b>1.</b></p>	<p><b>Reconnection</b></p> <p>This fee is applicable to a reconnection request that is to be completed during the normal business hours of the Association’s WSP (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays), including a reconnection after a disconnection because of:</p> <ul style="list-style-type: none"> <li>• non-compliance with applicable laws, codes, rules or requirements of the Association or its WSP;</li> <li>• non-payment;</li> <li>• Member/Customer initiated alterations to the electrical system; or</li> <li>• a Member/Customer-requested disconnection.</li> </ul>	<p><b>\$119.00 reconnection fee, plus an additional \$83.00 fee if the following criteria are met:</b></p> <p><b>(1) the Member/Customer is reconnected less than 12 months after the Member/Customer requested a disconnection; and</b></p> <p><b>(2) the Member/Customer did not pay appropriate Idle Service Charges during the period of disconnection.</b></p>
<p><b>2.</b></p>	<p><b>Rush Connection</b></p> <p>This fee is applicable to an immediate or urgent reconnection request. This reconnection request is only available in emergency situations (such as where weather, personal welfare or safety may be an issue) and where an error on the part of a Retailer or the WSP resulted in the disconnection. A Rush Connection is not available for the purposes of obtaining priority service.</p>	<p><b>\$119.00</b></p>
<p><b>3.</b></p>	<p><b>After Hours Reconnection</b></p> <p>This fee is applicable to a reconnection request that is to be completed outside of the normal business hours of the Association’s WSP (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays). An after-hours reconnection is only available if the WSP can arrange to have the appropriate staff available outside of normal business hours, and in any event, only if the reconnection can be completed by the WSP between 4:00 PM and 10:00 PM.</p>	<p><b>\$259.00</b></p>
<p><b>4.</b></p>	<p><b>Service Trips</b></p> <p>(a) This fee is applicable to a Customer, Member or DG Member when a trip to a Customer’s, Member’s or DG Member’s Point of Service is required because of any of the following:</p> <ul style="list-style-type: none"> <li>• non-compliance with applicable laws, codes, rules, the Terms and Conditions or other requirements of the Association;</li> </ul>	<p><b>\$119.00</b></p>

	<ul style="list-style-type: none"> <li>• unsafe conditions;</li> <li>• deficiencies related to Customer, Member or DG Member facilities;</li> <li>• the request for service is cancelled or deferred after the WSP’s field staff have been mobilized; or</li> <li>• a request to install, remove, maintain, test, or operate non-standard metering equipment as approved by the Association and its WSP</li> </ul> <p>(b) A Customer, Member or DG Member will be required to pay the actual costs of a Customer, Member or DG Member requested service call if it is determined by the Association’s WSP that the source of the Customer’s, Member’s or DG Member’s problem is the Customer, Member or DG Member facilities and not the Association’s Facilities.</p>	
<p><b>5.</b></p>	<p><b>No Access</b></p> <p>This fee is applicable when access to a site is considered by the Association’s or its WSP’s employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused.</p>	<p><b>\$119.00</b></p>
<p><b>6.</b></p>	<p><b>6(a) Off-Cycle Meter Reading</b></p> <p>This fee is applicable when an off—cycle meter read is requested for a standard (AMR) meter.</p>	<p><b>\$36.00</b></p>
	<p><b>6(b) Non-AMR Reading</b></p> <p>This fee is applicable when electronic polling of the meter is not possible due to the Customer’s or Member’s request for a non-standard (AMR) meter and manual meter reads, and other non-standard operational support activities are therefore required</p>	<p><b>\$119.00 per read</b></p>
<p><b>7.</b></p>	<p><b>Interval Meter Installation</b></p> <p>For Interval Meter installation at Points of Service with an Operating Demand of less than 500 kW (does not apply to DG Members who own and poll the meters). This will be charged directly to the Member/Customer.</p>	<p><b>Incremental cost on a per site basis (including time and materials but excluding additional cost of meter itself)</b></p>
<p><b>8.</b></p>	<p><b>Meter Testing</b></p> <p>This fee is applicable when a request to test a meter is received. The fee is will be refunded by the WSP if the meter is determined by the Association’s WSP to be faulty through no fault of the Member/Customer. This fee may be charged directly to the Member/Customer.</p>	<p><b>\$114.00 for Residential and Farm Members/Customers and \$135.00 for all other Members/Customers</b></p>
<p><b>9.</b></p>	<p><b>Meter Signal</b></p>	<p><b>Material cost to be determined on an individual site basis.</b></p>

**MAYERTHORPE AND DISTRICT REA**

**MEMBER TERMS AND CONDITIONS OF ELECTRIC DISTRIBUTION SERVICE:**

**EFFECTIVE JUNE 13, 2019**

	<p>This fee is applicable to cover the time and material associated with meter signal requests. Costs can vary a great deal by service and must be determined on a site-by-site basis. This will be charged directly to the Customer.</p>	<p><b>Time cost is \$26.00/hr. for a regular meter and \$52.00/hr. for an interval meter, subject to a 1-hour minimum charge</b></p>
<p><b>10.</b></p>	<p><b>Meter Tampering</b></p> <p>The Association and its WSP shall be entitled to recover their direct and indirect costs and damages suffered because of any unauthorized use of Electricity Services, including, but not limited to, a broken seal, unauthorized connection or reconnection, energy theft, fraud or any other unauthorized use that requires the Association or its WSP to take corrective action. This is exclusive of any costs or damages that may be imposed or suffered because of consumption and demand adjustments.</p>	<p><b>Costs incurred, and damages suffered (in each case, both direct and indirect) by the Association and its WSP</b></p>
<p><b>11.</b></p>	<p><b>Customer Usage Information Request</b></p> <p>This fee is applicable when a request is made for specific Customer Usage Information for a period more than 425 calendar days from the request date. This will be charged directly to the requesting party.</p>	<p><b>\$26.00/hr. for a regular meter and \$52.00/hr. for an interval meter With a 1-hour minimum charge</b></p>
<p><b>12.</b></p>	<p><b>Settlement History or Confirmation of Settlement Data</b></p> <p>This fee is applicable when a request is made for historical Load Settlement data and an investigation is required to be performed by the Load Settlement agent, FortisAlberta, in respect of suspect data or suspected undelivered data. In the event that the data is, in the opinion of the Load Settlement agent FortisAlberta, substantively incorrect or undelivered, the fee will be waived. This will be charged directly to the requesting party.</p>	<p><b>\$52.00/hr. With a 1-hour minimum charge</b></p>
<p><b>13.</b></p>	<p><b>Site ID Search</b></p> <p>This fee is applicable when a request is made for a site ID that is in the wire service provider site ID catalogue.</p>	<p><b>\$16.00</b></p>
<p><b>14.</b></p>	<p><b>Dishonoured Payments</b></p> <p>This fee is applicable for all dishonoured cheques or other payment dishonoured, rejected or reversed by any financial institution for any reason. This will be charged directly to the defaulting party.</p>	<p><b>\$21.00</b></p>

## Appendix “B” – Member Construction Contributions Schedule

**Table 1**

### Base Cost Factors for Prepaid Line Share Calculations

Category	Base Cost Single Phase	Base Cost Three Phase	Factor
REA Farm service (under 100 kVA)	\$6,200	\$11,500	20%
Rural Irrigation Services	\$9,500	\$19,500	20%

## APPENDIX “B” – CUSTOMER AND DG CUSTOMER CONTRIBUTION SCHEDULE

**Table 2**

### Operation and Maintenance Charges

<b>Optional Facilities for Distribution Load Members</b>	
<b>Prepaid O&amp;M Charge</b>	<b>20% of Optional Facilities Cost</b>

<b>Interconnection Facilities for Distribution Connected Generation Members</b>	
<b>Prepaid O&amp;M Charge</b>	<b>20% of Interconnection Facilities Cost</b>