

Central Alberta Rural Electrification Association Limited

Terms and Conditions for Distribution Access – Retailer



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	3
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	3
ARTICLE 3 – GENERAL PROVISIONS.....	6
ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS.....	6
ARTICLE 5 – MEMBER INQUIRIES AND MEMBER INFORMATION.....	7
ARTICLE 6 – PROVISION OF SERVICE.....	8
ARTICLE 7 – BILLING & PAYMENT.....	10
ARTICLE 8 – DISTRIBUTION ACCESS SERVICE INTERRUPTION.....	11
ARTICLE 9 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE.....	11
ARTICLE 10 – SERVICE DISCONNECTS AND RECONNECT.....	12
ARTICLE 11 – PRUDENTIAL REQUIREMENTS.....	13
ARTICLE 12 – METERING.....	14
ARTICLE 13 – LOAD SETTLEMENT.....	15
ARTICLE 14 – DEFAULT.....	15
ARTICLE 15 – LIABILITY AND INDEMNITY.....	16
ARTICLE 16 – FORCE MAJEURE.....	17
ARTICLE 17 – DISPUTE RESOLUTION.....	18
ARTICLE 18 – MISCELLANEOUS.....	19
ARTICLE 19 – NOTICE.....	20
Appendix A – COMPLIANCE TESTING PROTOCOL.....	21
Appendix A – COMPLIANCE TESTING PROTOCOL.....	21
Appendix B – DISCONNECT FOR NON PAYMENT.....	22
Appendix C – PRUDENTIAL REQUIREMENTS.....	23
Appendix D – MISCELLANEOUS SERVICE CHARGES.....	25

ARTICLE 1 – PREAMBLE

In accordance with the provisions of the *Electric Utilities Act* (“EUA”) and the Regulations made thereto (“Regulations”), after 31 December 2000, the Rural Electrification Association (“Association”) will, for certain Members, act solely as a wire services provider which will not be responsible for providing electricity directly to these Members. In its role as a wire owner, the Association will enable Retailers to acquire access to its electric distribution system for the purposes of allowing them to sell electricity directly to end-use Members.

These Terms and Conditions are intended to apply to the relationship between the Association, as a wire owner, and Retailers. These Terms and Conditions will also govern the relationship between the Association and Member(s) for whom the Retailer is acting as an agent in its dealings with the Association. These Terms and Conditions serve as a companion to the Terms and Conditions for Electric Service – Members, which are intended to govern the relationship between the Association and Member(s).

The service provided by the Association hereunder is regulated by the Board of Directors of the Rural Electrification Association, and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to The Association or to the Board.

The Board of Directors of the Association has approved these Terms and Conditions.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or a Retail Service Agreement, shall have the meanings set forth below:

“**Act**” means the *Electric Utilities Act*, S.A. 1995, c. E-5.5, as amended from time to time;

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

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

“**Business Day**” means a business day is any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*;

“**Association**” means the Rural Electrification Association or its successor;

“**Customer**” means a person enrolled with the Retailer;

“**Default Supplier**” means a person appointed as a Retailer pursuant to section 3 of the RRR;

“**Distribution Access Service**” means the service required to transport electricity to Members by means of an electric distribution system;

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

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

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

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

“Member” means a member of the Association;

“Member Information” means member name, member telephone number, member mailing address, site contact name and site contact phone number; and member legal land description

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

- Site ID;
- Read Date;
- Net Measured Energy (kWh); and if available
- Net Measured Demand (kW); and
- Net Measured Demand (kVA)

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

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

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

“Regulated Rate Tariff” means a regulated rate tariff prepared by the Association pursuant to the *Regulated Rate Option Regulation, A.R. 132/2001*, as amended from time to time;

“Retail Service Agreement” means an agreement for the provision of Distribution Access Service pursuant to these Terms and Conditions between the Association and a Retailer;

“Retailer” means a person who sells or provides Electricity Services directly to members;

“Retailer Business Function Identification” means the 2 character identification that describes the Retailer's business function as a regular Retailer, default Retailer or a Supplier of Last Resort;

“Retailer Identification” means the 10 digit number that uniquely represents each Retailer operating within Alberta. The Canada Customs and Revenue Agency business number will be used as the Retailer ID;

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

“Settlement System Code” means the specifications, standards, methods, calculations and conventions that govern load settlement in respect of the delivery and exchange of electricity in Alberta;

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

“Site ID” means a unique identification number assigned by the Association for each unique end-use Point of Service;

“System Operator” means the person(s) appointed by the Minister under section 8(1) of the Act to carry out the system control function of the Power Pool;

“Terms and Conditions” means these Terms and Conditions for Distribution Access - Retailer;

2.2 Conflicts

If there is any conflict between a provision expressly set out in these Terms and Conditions, as may be amended from time to time, and a Retail Service Agreement, the express provision of these Terms and Conditions shall govern, as of their effective date.

2.3 Headings

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

2.4 Schedules and Appendices

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

- Appendix A - Compliance Testing Protocol
- Appendix B - Disconnect for Non Payment
- Appendix C - Prudential Requirements
- Appendix D - Miscellaneous Service Charges

ARTICLE 3 – GENERAL PROVISIONS

3.1 Board Approval

The Board of Directors of the Association has approved these Terms and Conditions. The Association may amend these Terms and Conditions from time to time and will subsequently file the new Terms and Conditions for information with the AEUB.

3.2 Distribution Tariff

The Association's Distribution Tariff is available for public inspection during normal business hours at the business offices of the Association and at the offices of the AEUB.

These Terms and Conditions form part of the Distribution Tariff.

3.3 Effective Date

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

3.4 Terms and Conditions Prevail

a) These Terms and Conditions, as amended from time to time, apply to the Association and to each Retailer. These Terms and Conditions also govern the relationship between the Association and Member(s) for whom the Retailer is acting as an agent in its dealings with the Association.

b) No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Board.

3.5 Ownership of Facilities

The Association remains the owner of all Facilities necessary to provide Distribution Access Service.

3.6 New Facilities and Service Additions

The Association reserves the right to communicate directly with the Member in respect of any requests made by the Member, for the construction of new facilities or additional services as provided for in the *Billing Regulation, A.R. 159/2003*, as may be amended from time to time. The Association reserves the right to charge the Member directly for any amounts required to be provided by the Member under the Terms and Conditions for Electric Service – Member.

ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS

4.1 Timeliness, Due Diligence and Security Requirements

a) The Retailer shall exercise due diligence and use reasonable efforts in meeting its obligations hereunder, and perform same in a timely manner.

b) The Retailer shall adhere to all credit, deposit and security requirements specified in these Terms and Conditions.

c) The Retailer shall make every effort to ensure that its Customers are aware of the provisions of these Terms and Conditions that may affect the Customer(s).

4.2 Arrangements with Members

Unless otherwise stated herein, the Retailer shall be solely responsible for having appropriate contractual or other arrangements with its Customer(s) necessary to provide Electricity Services. The Association shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements and shall not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the Retailer's failure to perform its obligations to its Customer(s).

4.3 Responsibility for Electric Purchases

The Retailer will be solely responsible to procure electricity on behalf of its Customers, including a share of the electricity lost in the Associations Facilities, and for arranging the delivery of such electricity to the Point of Service for Customers, subject to these Terms and Conditions.

4.4 Retailer Authorization

The Retailer shall be responsible for obtaining authorization from each Member authorizing the enrollment of the Customer for receipt of Distribution Access Service by such Retailer. The Association shall be notified of enrollment as per the Settlement Specification Guide code.

4.5 Retailer Identification

Any information exchange or communications between the Retailer and the Association under these Terms and Conditions shall employ a Retailer Identification Number.

4.6 Single Retailer for Member

The Association shall not be required to recognize and deal with more than one Retailer in respect of a Point of Service at any given time. Nothing in these Terms and Conditions shall prohibit a Member from entering into arrangements with multiple Retailers for a Distribution Point of Service, provided that a single Retailer is designated to be the Member's Retailer for the purposes of these Terms and Conditions

4.7 Fees and Other Charges

The Association will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by the Association to a Retailer (or Member) will be charged a separate rate or fee, such as those included, without limitation, in Appendix D. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

ARTICLE 5 – MEMBER INQUIRIES AND MEMBER INFORMATION

5.1 Member Inquiries

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

- i) Notification and informational materials to consumers about competition and consumer choices;

- ii) Direct Members, on request, to a source where they may obtain the current list of licensed Retailers maintained in accordance with the *Fair Trading Act, S.A. 1998, c. F-1.05* (“*Fair Trading Act*”). The Association is under no obligation to assure the accuracy of this list.

5.2 Member Inquiries Related to Emergency Situations and Outages

Retailers shall make every effort to ensure Members contacting the Retailer regarding distribution emergency conditions, outages, safety or environment situations related to the Association's distribution system are referred directly to the Association immediately.

The Association reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. The Association will communicate any unacceptable patterns to the Retailer to be corrected.

5.3 Member Information

5.3.1 Provision of Member Information to a Retailer

The Association shall provide standard Member Usage Information to a Retailer that has a Retail Service Agreement in place with the Association upon request and upon receiving consent from the Member for:

- i) The 12-month period preceding the date of the request, or
- ii) For any shorter period for which the Association has collected that information.

A Retailer may request Member Usage Information prior to an application for enrollment by obtaining and submitting to the Association the authorization from the Member in a form acceptable and agreed to by the Association.

The information referred to above will be provided by the Association at no additional cost for requests made once per year per account. The Association reserves the right to assess a charge for additional Member Usage Information requests as set forth in Appendix D hereof.

5.3.2 Provision of Member Information to the Association

The Retailer must notify the Association as promptly as reasonably practical of any changes to Member Information. Such information shall be provided in a form acceptable to the Association, as agreed to by the Association and the Retailer.

ARTICLE 6 – PROVISION OF SERVICE

6.1 Qualification for Service

The Retailer must fulfill the following requirements to the satisfaction of the Association before the Association will provide Distribution Access Service to that Retailer:

- i) Submit to the Association a fully completed, executed Retail Service Agreement;
- ii) Furnish a certified copy of the license issued to it and warrant in writing to the Association that it is licensed pursuant to and will comply with the provisions of the *Fair Trading Act*, and any regulations or policies made thereunder;
- iii) Satisfy the credit requirements of the Association as set forth in Article 11 hereof;
- iv) Warrant in writing to the Association that it will comply with the guidelines established in the Settlement System Code;
- v) Meet the compliance testing protocol of the Association in respect of information exchange, which protocol is set forth in Appendix B hereof;

- vi) Warrant in writing to the Association that it has been qualified by the Power Pool as a participant therein, and can receive electricity from the Power Pool; and
- vii) Meet any other requirements that the Association, acting reasonably, may impose in order to provide Distribution Access Service hereunder to the Retailer. Upon satisfaction of the above requirements, the Association will provide Distribution Access Service to the Retailer, subject to these Terms and Conditions set out herein. The Association reserves the right, acting reasonably, to discontinue Distribution Access Service to the Retailer if at any time the Retailer fails to meet these requirements.

6.2 Application for Enrollment

- a) In order to initiate the provision of Distribution Access Service by the Association, the Retailer shall complete and provide to the Association an enrollment for Distribution Access Service in a form and manner acceptable to the Association and in compliance with the Settlement System Code.
- b) The Association will, subject to the Retailer meeting the provisions of these Terms and Conditions, accept an enrollment by a Retailer for provision of Distribution Access Service hereunder. The Association reserves the right to verify the identity of the Member and the accuracy of the Member Data. The Association may reject the enrollment if any information required in the application, including the Member Data and Retailer Business Function ID, provided by the Retailer is false, incomplete or inaccurate in any respect.
- c) Upon receipt of an acceptable enrollment from a Retailer, the Association may accept the enrollment of the Retailer and will recognize the Retailer as the Retailer of Record for that particular Site.
- d) Enrollments will be processed by the Association on a first-come, first-served basis. Each enrollment will be time and date-stamped when received by the Association.
- e) Once the enrollment is submitted, the Association will exercise reasonable efforts, to provide the Retailer, in electronic form, within two (2) business days, a status notification informing the Retailer whether the enrollment has been accepted or rejected. If an enrollment is accepted, the effective date of the acceptance and the commencement of Distribution Access Service will be confirmed in the response to the Retailer. If an enrollment is rejected, the Association will provide reasons for the rejection.
- f) In accordance with Article 12 of these Terms and Conditions, the Association will obtain meter reads from time to time. If the Association does not schedule an actual read at the time of the enrollment, the Association will estimate a meter read. At the request of the Retailer (or Member), the Association shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in Appendix D hereof.
- g) If more than one enrollment is received for a Site while an earlier enrollment is pending, only the first valid enrollment received by the Association shall be processed in that period.
- h) The Association reserves the right to refuse Distribution Access Service, at any Point of Service, to an applicant who is indebted to the Association.
- i) The Retailer will not be liable to the Association for any outstanding indebtedness of the Member to the Association, which accrued prior to the receipt by the Retailer of Distribution Access Service hereunder.
- j) The Association may assess a charge for processing an enrollment as set forth in Appendix D hereof.

ARTICLE 7 – BILLING & PAYMENT

7.1 Retail Billing

The Association will bill the Retailer for Distribution Access Services provided to the Retailer in accordance with the billing procedures set out as follows:

- i) The Association will invoice the Retailer each billing cycle for Distribution Access Service provided by the Association for the period prior to the billing cycle,
- ii) The Association will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer. The Retailer shall process Customer payments and handle collection responsibilities. The Association may, at its sole discretion and in addition to any other remedies available to it, terminate Distribution Access Service to the Retailer, if such Retailer does not pay all outstanding bills in accordance with these Terms and Conditions,
- iii) The Association reserves the right to bill the Member directly for any amounts required to be provided by the Member under the Terms and Conditions of Electric Service - Members. The Retailer shall refer to the Terms and Conditions of Electric Service - Members with respect to these services.

7.2 Payment and Collection Terms

- a) The Retailer shall pay to the Association by electronic means, on or before the 13th Business Day following the Business Day on which the Retailer was invoiced, the amount invoiced by the Association for the preceding period.
- b) The Retailer shall pay all amounts owed to the Association whether or not the Customer has paid the Retailer.
- c) Failure to receive a bill does not release a Retailer from the obligation to pay the amount owing for any of the Distribution Services provided by the Association.

7.3 Late or Unpaid Bills

If a Retailer defaults or is late in paying charges, the Association will provide the Retailer notice, and will be entitled to draw on the credit facility of the Retailer within 3 days of providing such notice. The Association may require an additional deposit to replace the funds drawn down because of the default or late payment by the Retailer. The Association shall charge interest on the late payment as set forth in Appendix D – LATE PAYMENT CHARGES hereof.

7.4 Adjustment of Bills

7.4.1 Billing Error

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

7.4.2 Unauthorized Use

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

ARTICLE 8 – DISTRIBUTION ACCESS SERVICE INTERRUPTION

8.1 Continuous Supply

The Association shall make all reasonable efforts to maintain a continuous electricity supply to the Retailer's Customers, but the Association cannot guarantee an uninterrupted electricity supply.

8.2 Interruption

Without liability of any kind to the Association, the Association shall have the right to disconnect or otherwise curtail, interrupt or reduce service to the Retailer (and the Retailer's Customers) whenever the Association reasonably determines, or when the Association is directed by the System Controller, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Association's Facilities; to maintain the safety and reliability of the Association's distribution system; or due to any other reason, including emergencies, forced outages, potential overloading of the Association's distribution system or Force Majeure.

8.3 Reasonable Efforts

The Association shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the Member with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume Distribution Access Service as promptly as reasonably practicable.

ARTICLE 9 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE

This Article, as amended from time to time, specifies the processes for the transactions between the Association and the Retailer in relation to de-enrollment of a Site, which includes, without limitation, the circumstances when a Retailer chooses not to provide Distribution Access Service to the Customer or when the Association discontinues Distribution Access Service to the Retailer as set forth in section 9.2 herein.

9.1 Discontinuance by the Retailer

a) To discontinue Distribution Access Service, a Retailer shall complete and provide to the Association a written notice of de-enrollment of service in the form and manner set out in compliance with the Settlement System Code. Such notice shall clearly specify the Retailer's reason(s) for seeking to de-enroll the Site (Member).

b) In accordance with Article 12 of these Terms and Conditions, the Association will obtain meter reads from time to time. If the Association does not schedule an actual read at the time of the de-enrollment, the Association will estimate a meter read. At the request of the Retailer (or Customer), the Association shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in Appendix D hereof.

c) Acting reasonably, the Association may, in its discretion accept a notice of de-enrollment of a Customer by a Retailer for discontinuance of Distribution Access

Service hereunder, unless to do so is contrary to the Association's approved policies and these Terms and Conditions. The Association reserves the right to verify the identity of the Member at the Site and the accuracy of the Member Data. The Association may reject the notice of de-enrollment if any information required in the application, including the Member Data, provided by the Retailer is false, incomplete or inaccurate in any respect.

d) The Retailer is responsible to ensure that its Customers are provided notice of the de-enrollment, and the consequences thereof, and that the Association will not be held liable for any disputes between the Customer and the Retailer.

e) Upon receipt of a notice of de-enrollment of Distribution Access Service from a Retailer, the Association may accept the de-enrollment of the Retailer and will normally process the de-enrollment by the fifteenth (15th) Business Day following receipt of such notice.

f) The Retailer shall remain responsible for service to the Customer until a replacement Retailer is appointed and in place for the Customer.

9.2 Discontinuance by the Association

The Association may discontinue Distribution Access Service to the Retailer and the Retailer's Customer(s) if any of the following occur:

- i) The Retailer has been decertified by the Department of Energy, or
- ii) The Retailer has failed to meet its obligations under these Terms and Conditions or the Retail Service Agreement with the Association, or
- iii) The Retailer has failed to meet its credit requirements pursuant to Appendix C, or
- iv) On account of theft, fraud or tampering with metering equipment.

Notification of discontinuance will be made electronically to the Retailer and by mail to the Member. Upon discontinuance of Distribution Access Service pursuant to this Article, the provisions of the affected service(s) may be assumed by another eligible Retailer from which the Customer elects to obtain the affected service(s).

ARTICLE 10 – SERVICE DISCONNECTS AND RECONNECT

This Article, as amended from time to time, specifies the processes for the transactions between the Association and the Retailer in relation to the physical disconnect of a Point of Service as requested by the Association or Retailer.

10.1 Disconnection of Service

10.1.1 Disconnection by the Association

a) The Association has the right to disconnect electric service to the Member in a number of circumstances, including but not limited to non-payment of the Association bills or any past due charges by the Member; evidence of safety violations, theft, fraud or tampering with metering equipment by the Member; or the Member fails to meet its obligations under the Terms and Conditions of Electric Service – Members or any of the terms of the Member's Electric Service Agreement. If a Member notifies the Association to disconnect service, the Association will complete the request and subsequently notify the Retailer.

b) If the disconnect is a result of a safety violation, the Association will reconnect the service when the safety problem is resolved and when the Member has provided, or paid the Association's costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance.

10.1.2 Disconnection at Request of Retailer

a) The Retailer shall have the right to request that the Association disconnect service to a particular Member, and the Association shall comply with that request, unless such action is inconsistent with the Association's approved policies and these Terms and Conditions.

b) If a Retailer requests the Association to disconnect service to a particular Customer for idle service, the Association reserves the right to charge the Retailer the Member's monthly idle service charges. If the Point of Service is not enrolled with a Retailer, or default supplier the idle service charges will be charged directly to the Member.

c) The Association reserves the right to assess charges to the Retailer to disconnect service to a Member as set forth in Appendix D hereof.

10.2 Reconnect Service

Before reconnecting or restoring service to a particular Member:

- i) The Retailer must provide the Association with sufficient notice to reconnect service;
- ii) The Association reserves the right to charge the Retailer for each month of disconnection, if the service was previously on idle and is reconnected within 12 months of disconnection;
- iii) The Association reserves the right to assess a reconnection charge as set forth in Appendix D hereof.

ARTICLE 11 – PRUDENTIAL REQUIREMENTS

11.1 Setting of Prudential Requirements

A Retailer shall meet and maintain such financial and other Prudential Requirements, as the Association deems appropriate to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations. The Prudential Requirements are set out in detail in Appendix C.

11.2 Review and Reassessment

The Association may review and reassess the adequacy of the financial security or credit rating provided by a Retailer from time to time and may direct the Retailer to provide new replacement or additional financial security in accordance with its new determination as to the adequacy of the Prudential Requirements for that Retailer.

11.3 Costs

All costs associated with obtaining financial security and meeting prudential requirements under this section are the responsibility of the Retailer.

ARTICLE 12 – METERING

12.1 Provision and Ownership

The meters used by the Association to assess the level of Distribution Access Service charges to the Retailer will be the same meters used to provide Member billing information to the Retailer. The Association will provide, install and seal all meters for each Point of Service of a Customer of the Retailer in accordance with the Association's Terms and Conditions for Electric Service – Members. Interval recording meters shall be installed for a Member who has a connected load exceeding the threshold defined under the Settlement System Code. Each meter shall remain the property of the Association.

12.2 Meter Reading

- a) Metered Load will be based on meter readings made by the Association, or the Member from time to time or on estimates for those billing periods when the meter is not read. The Association reserves the right to assess a charge to the Retailer for non-scheduled meter readings.
- b) For small general service Members whose load requirements are small, consistent, and can be accurately predicted, the billing demand may be determined, at the sole discretion of the Association, by circuit breakers, or from the nameplate rating of the Member's equipment rather than being metered.

12.3 Changes to Metering Equipment

- a) Should a Member or Retailer request new metering equipment beyond the basic service, the Association shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Member or Retailer and meet the Association's requirements. The Member or Retailer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs. The metering equipment shall become the property of the Association and will be maintained by the Association. The Association shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. The Association shall bill the Member or Retailer upon installation, and the Member or Retailer shall pay the Association in full within thirteen (13) business days of receipt thereof. If payment is not received within (13) business days, the Association shall charge interest on the late payment as set forth in Appendix D hereof.
- b) Should a Member or Retailer request to return the metering equipment to its previous basic form, the Member or Retailer shall bear the cost of removal and installation of the metering equipment.
- c) Upon request by the Retailer or Member, the Association may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

12.4 Meter Test and Adjustments

- a) The Association may inspect and test a meter at any reasonable time. At the request of a Retailer, the Association shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated for this purpose.
- b) If a test determines that the meter is not accurate within the limits set by government standards, the Retailer's bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later. The

Association shall not be liable to the Retailer (or Member) for any additional costs that are associated with such metering or meter reading errors.

c) The Association reserves the right to assess a charge to the Retailer for a meter test, in circumstances where the Association has not been responsible for any metering error, as set forth in Appendix D hereof.

ARTICLE 13 – LOAD SETTLEMENT

13.1 Request for Information

A Retailer may request profiling and settlement information above the basic service provisions specified in the Settlement System Code providing:

- i) The Retailer provides a written request to the Association outlining the purpose for the additional settlement information; and
- ii) The additional settlement information applies only to the Customers of the Retailer.

Upon satisfaction of the above requirements, the Association will advise the Retailer in a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information to the Retailer.

13.2 No Liability for Errors

The Association shall not be responsible for any estimating errors and shall not be liable to the Retailer for any costs that are associated with such estimating errors.

ARTICLE 14 – DEFAULT

14.1 Events of Default

An event of default under these Terms and Conditions and the Retail Service Agreement will occur if either the Association or the Retailer (“Defaulting Party”):

- i) Is the subject of a bankruptcy, insolvency or similar proceeding,
- ii) Makes an assignment for the benefit of its creditors,
- iii) Applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets,
- iv) Fails to pay the other party (“Non-Defaulting Party”) when payment is due, or to satisfy any other material obligation under these Terms and Conditions or the Retail Service Agreement including, without limiting the generality of the foregoing, fulfilling the creditworthiness requirements as set forth in Article 11, in accordance with these Terms and Conditions, and fails to remedy the failure or satisfy the obligation, as the case may be, within ten (10) Business Days after receipt of written notice thereof from the Non-Defaulting Party.

14.2 Rights Upon Default

In an event of default, the Non-Defaulting Party shall, subject to these Terms and Conditions and any applicable regulatory requirements, be entitled to pursue any and all available legal and equitable remedies and terminate the Retail Service Agreement without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. The non-defaulting party shall provide written notice to the defaulting party of its intention to terminate Distribution Access Service hereunder.

ARTICLE 15 – LIABILITY AND INDEMNITY

15.1 Indemnity

a) Each party (as applicable, the “Indemnitor”) will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives (“Indemnitee(s)”) from and against any direct damages, injuries, losses and other liabilities claimed against the Indemnitee or any of them, and all related costs and expenses (including reasonable legal fees) suffered or incurred by any of them in relation to any claims, cause of action, action, suit or proceeding by a third party (“Claim”) which arises from damage to property or injury to or death of persons resulting from the Indemnitor's failure to perform its obligations under these Terms and Conditions which failure is caused by the negligence or willful act of the Indemnitor or any of its directors, officers, employees, agents or representatives acting within the scope of their authority or employment. The indemnity under this Section 15.1(a) will be limited to an amount in proportion to the degree to which the Indemnitor or its directors, officers, employees, agents or representatives acting within the scope of their authority or employment are at fault. For the purpose of this Section 15.1(a) “willful act” means any act or omission which is an intentional tort or an intentional breach of any obligations under these Terms and Conditions.

b) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Section 15.1 such Indemnitee will give the Indemnitor prompt notice of the Claim, which shall describe the Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by the Indemnitee. The failure to promptly notify the Indemnitor hereunder shall not relieve the Indemnitor of its obligations hereunder, except to the extent that the Indemnitor is actually and materially prejudiced by the failure to so notify promptly.

c) Subject to Section 15.1(d) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Section 15.1(a) in respect of: (1) all of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 10 days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the existence of such obligation to indemnify is made known by the Indemnitor to the third party claimant (and, if applicable, to the court or other tribunal determining the Claim), the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to the particular Claim and the Indemnitor shall be entitled, at its option, to take carriage of the defense of the Claim by its own counsel and, if it elects to do so, the Indemnitee shall cooperate with the Indemnitor to the fullest reasonable extent in the defense, settlement or compromise of the Claim; or (2) some, but less than all, of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 10 days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the Indemnitee is of the opinion that the Indemnitor's interests are not in conflict with its own, the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to that portion of the Claim in respect of which the Indemnitor has an obligation to indemnify the Indemnitee and consult with the Indemnitor in respect thereof.

The Indemnitee shall not make any admission of the liability regarding, or settle or compromise, that portion of the Claim in respect of which the Indemnitor has acknowledged its obligation to indemnify the Indemnitee without the written consent of the Indemnitor, which consent shall not be unreasonably withheld.

d) The provisions of Section 15.1(a) hereof shall not apply in respect of any Claim to which the Indemnitor is, or may reasonably be expected to be, a party and where the Indemnitee is asserting legal defenses in relation to the Claim that conflict with legal defenses being asserted by the Indemnitor.

e) Except to the extent to which either party is required to indemnify the other party (and those other persons specified in this Article 15) by the express terms of

Article 15, neither party, nor its directors, officers, agents, employees, and representatives, will be liable to the other party for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the other party, its directors, officers, employees, agents and representatives howsoever and whenever caused, and each party, for itself and as agent for its directors, officers, agents, employees and representatives hereby forever release the other party, its directors, officers, agents, employees and representatives from any liability or obligation in respect thereof. For greater certainty, neither party shall be limited in a claim against the other for specific performance or other equitable relief in relation thereto, or direct damages only and related costs and expenses (including reasonable legal fees), arising from a breach of these Terms and Conditions.

15.2 Consequential Loss

Notwithstanding anything to the contrary contained in these Terms and Conditions, neither party will be liable to the other party, and Association shall not be liable to the Member with respect to matters for which Retailer is acting as agent for the Member, for any damage, cost, expense, injury loss or other liability of an indirect, special or consequential nature suffered by the other party or claimed by any third party against the other party which arises due to such party's failure to perform its obligations under these Terms and Conditions or for any other reason (including negligence on its part or on the part of any person for whose acts it is responsible), howsoever and whensoever caused, and whether arising in contract, negligence or other tort liability, strict liability or otherwise; and without limiting the generality of the foregoing, damage, injury or loss of an indirect or consequential nature shall include loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, cost of purchased or replacement capacity and energy, cost of capital and loss of the use of any facilities or property owned, operated, leased or used by the other party.

ARTICLE 16 – FORCE MAJEURE

16.1 Force Majeure Relief

The Association or Retailer, as the case may be, is relieved of its obligations hereunder, and shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, any event of Force Majeure.

16.2 Exclusions

Notwithstanding the definition of Force Majeure, lack of funds shall not be an event of Force Majeure.

16.3 Notice

The party claiming relief from liability under the provisions of this Article 16 shall promptly give the other party notice of the Force Majeure including full particulars thereof and shall promptly give the other party notice when the Force Majeure event ceases to prevent performance pursuant to these Terms and Conditions.

16.4 Obligation to Remedy

The party claiming relief from liability under the provisions of this Article 16 shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

16.5 Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the party claiming relief from liability and such party may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem

appropriate and no failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of such party or deprive such party of the benefits of this Article 16.

ARTICLE 17 – DISPUTE RESOLUTION

17.1 Resolution by Association and Retailer

If any dispute between the Association and a Retailer arises at any time in connection with these Terms and Conditions, the Association and the Retailer acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved pursuant to this Article 17, the chief executive officers of the Association and the Retailer shall meet to attempt to resolve the dispute.

17.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 17.1 hereof within 30 days after notice from the Association or the Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 17.3 to 17.11 hereof. The Association and the Retailer shall abide by the terms of any award rendered by the arbitrator(s) appointed hereunder without delay.

17.3 Arbitrators

All disputes or differences between the Association and a Retailer in connection with these Terms and Conditions shall be referred (unless the Association and the Retailer concur in the appointment of a single arbitrator) to a board of arbitrators consisting of one (1) arbitrator to be appointed by each of the Association and the Retailer who shall, by instrument in writing, appoint a third arbitrator immediately after they are themselves appointed. Notwithstanding the foregoing, any disputed matters between the Association and a Retailer relating to an order or direction made or approved by the AEUB or falling within the exclusive jurisdiction of the AEUB, shall be referred to the AEUB for resolution.

17.4 Failure to Concur

The Association and a Retailer shall be deemed to have failed to concur in the appointment of a single arbitrator if such an arbitrator shall not have been appointed within fifteen (15) days after the serving by either the Association or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

17.5 Refusal to Appoint an Arbitrator

If either the Association or the Retailer shall neglect or refuse to appoint an arbitrator within fifteen (15) days after the other party (provided such other party has appointed its arbitrator) has served the Association or the Retailer, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default.

17.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by the Association and the Retailer have not, within fifteen (15) days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either the Association or the Retailer shall be entitled to apply upon notice to the other party to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.

17.7 Technical Competence

Any arbitrator appointed under the provisions of this clause whether by concurrence of the Association and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta shall, in the opinion of the persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

17.8 Compensation of Arbitrators

If both the Association and the Retailer agree to a single arbitrator, then the costs of the arbitrator shall be divided evenly between the parties. If a panel of three arbitrators is appointed then each party shall be responsible for the costs of the arbitrator appointed by it. The arbitration panel shall determine the costs of the third arbitrator.

17.9 Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act, S.A., 1991, c. A-43.1*, as amended from time to time, shall apply to any arbitration proceeding.

17.10 Decisions Binding

A decision of the single arbitrator or the majority of the three arbitrators named or appointed shall be final and binding upon each of the parties to the dispute or difference.

17.11 Continuity of Service

All performance required under these Terms and Condition by the Association and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 17, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the rate specified from time to time in The Landlord and Tenant Act, but not less than 2.5% from the date so determined until paid.

ARTICLE 18 – MISCELLANEOUS

18.1 Compliance with Applicable Legal Authorities

The Association and the Retailer 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 System Controller or of governmental authorities having applicable jurisdiction.

The Association will not violate, directly or indirectly, or become a party to a violation of any requirement of the System Controller or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide Distribution Access Service to the Retailer (or a Member of the Retailer). The Association's obligation to provide Distribution Access Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such Distribution Access Service will have been obtained and will be maintained in force during such period of Distribution Access Service.

18.2 No Assignment

Neither the Association nor the Retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retail Service Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written

consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the assigning party of any of its obligations under these Terms and Conditions or the Retail Service Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void. However, the Association may assign any or all of its rights and obligations under these Terms and Conditions and the Retail Service Agreement, without the Retailer's consent, to any entity succeeding to all or substantially all of the assets of the Association, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

18.3 No Waiver

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or a Retail Service Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or a Retail Service Agreement 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.

18.4 Law

These Terms and Conditions and the Retail Service Agreement between the Association and the Retailer 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 lawsuit arising in connection with these Terms and Conditions and the Retail Service Agreement shall be brought in the courts of the Province of Alberta.

ARTICLE 19 – NOTICE

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions or a Retail Service Agreement 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 aforementioned delivery methods) addressed as follows:

- a) If to the Retailer, to the address and the addressee set out in the Retail Service Agreement between the Retailer and the Association.
- b) If to the Association, to the address and the addressee set out in the Retail Service Agreement between the Retailer and the Association.

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

Appendix A – COMPLIANCE TESTING PROTOCOL

1.0 INTRODUCTION

The Retailer must fulfill the requirements of the compliance testing protocol, as amended from time to time, before the Association can provide Distribution Access Service to the Retailer. The purpose of the compliance testing protocol is to set forth procedures for testing and evaluating compliance with the Alberta Settlement System Code – Information Exchange Standards.

2.0 COMPLIANCE TESTING & CERTIFICATION

(a) The Association uses the compliance testing to ensure that the Retailer meets the standards defined by the Association and the Alberta Settlement System Code – Information Exchange Standards. The compliance test focuses on the electronic transactions supporting enrollment and updating Member Information as defined by the Information Exchange Standards.

In particular the various tests cover proper formulation, receipt, processing, form and content of, and response to key transactions.

(b) A Retailer may fail any compliance test up to two times, after which failures the Retailer may reschedule and retake the test. Should a Retailer fail any test three times, the Retailer must wait one month or some other time period designated by the Association before retesting will be allowed. In the event a Retailer requires re testing, the Retailer must successfully complete all compliance tests in order to obtain certification. All requisite compliance tests must be performed successfully before the Association will provide Certification for Service to the Retailer.

3.0 TESTING SUPPORT

The Association will provide testing support by telephone and e-mail for Retailers participating in the compliance testing process. The Association will use reasonable efforts to communicate the test results to the Retailer within five (5) business days.

4.0 PREREQUISITES

(a) The Retailer must notify the Association at least two months prior to accepting enrollments, of the Retailer's Identification number, business name, general mailing address and business phone number.

(b) The Retailer must have purchased and installed DropChute™, a product from Hilgraeve that allows for secure, fast, reliable file transfers.

(c) The Retailer must obtain a properly authorized digital server certificate. The digital certificate will be used to validate the Retailer's access to the DropChute™ server.

5.0 COMPLIANCE TESTS

All retailers must successfully perform all compliance tests at least twice. All files must contain three or more records.

Appendix B – DISCONNECT FOR NON PAYMENT

A Retailer shall have the right to request that the Association disconnect service to a particular Member, and the Association shall comply with that request, unless such action is inconsistent with the Association's approved Terms and Conditions. The same policies shall apply to the Default Supplier. The Association's policy (as approved in these Terms and Conditions) with respect to disconnecting Members is set out below and in Appendix B hereto.

1. In circumstances where a Retailer requests the Association to disconnect a Member for Non-Payment, a Retailer shall de-enroll the Site and provide updated Member Information to the Association. Upon receipt of the de-enrollment, the Association will provide the Member with a written notice advising of its options before the Association will proceed with the de-enrollment. If the Member does not enroll with a Retailer, or has not notified the Retailer or the Association of its decision to accept the disconnect for non-payment request, the Association will forward the Site and Member Information to the Default Supplier.
2. A Member that is eligible for the Regulated Default Supply will be served by the Association under the Terms and Conditions upon which the Association will provide Electricity Services under the Regulated Default Supply Tariff.

Appendix C – PRUDENTIAL REQUIREMENTS

Subject to review and reassessment of the Prudential Requirements of a Retailer by the Association from time to time, the Association has established the following minimum financial criteria for Retailers entering into a Retail Service Agreement with the Association.

1.0 PRUDENTIAL INSTRUMENTS

Subject to section 4 below, a Retailer will be deemed to have met the Prudential Requirements if:

- i) The Retailer, affiliate or person which guarantees the financial obligation of the Retailer in a manner acceptable to the Association has at least an “BBB-” rating from the Canadian Bond Rating Service or an equivalent rating from a major reputable bond rating service satisfactory to the Association, or
- ii) The Retailer provides, in a manner acceptable to the Association, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, trust Association, credit union or other lending institution acceptable to the Association in or for an amount equal to and not less than the projected value of that Retailer's payments over a 75 day period under the Association's Distribution Tariff, as reasonably forecast by the Association.

2.0 CREDIT ASSESSMENT

For Retailers to which 1(i) applies, the Retailer shall provide the Association with audited financial statements for the most recent past three (3) years and all other information reasonably required to conduct a credit risk assessment. The Association, subject to review and reassessment, shall establish the Retailer's allowable credit limits in relation to its bond rating for each Retailer, affiliate or person who guarantees the financial obligations of the Retailer, based on the credit assessment and shall notify the Retailer of their credit limit.

3.0 INITIAL FINANCIAL OBLIGATIONS FOR PRUDENTIAL LEVELS

The initial financial obligation levels will be estimated on anticipated load and the formula as defined herein such that:

- i) For each Retailer to which 1(i) applies, the initial financial obligations do not exceed the established credit limit assessed under section 2; and
- ii) For each Retailer to which 1(ii) applies, to estimate the initial security deposit required by each Retailer.

\$ Initial Prudential Levels =

[Sum of estimated loads of all members served by the retailer multiplied by the monthly charges (system access service & distribution access service charges) multiplied by 2.5 (for 2.5 months).]

4.0 MAINTAINING PRUDENTIAL REQUIREMENTS

a) The Association will ensure for each Retailer to which 1 (i) or 1(ii) applies, that the expected financial obligations do not exceed the credit limit or level of financial security provided by each Retailer. If a Retailer's financial obligations for a period of at least 75 days are estimated by the Association to exceed 80% of the limit set out above in section 2 and section 3, the Association will have the right to request additional security. Such additional security will be due within 10 business days of the Association's request. If security is not presented within that time frame, the Association reserves the right to suspend the provision of further Distribution Access Services to the Retailer.

b) For Retailers to which 1(i) applies, the Association requires Retailers to report any downgrading of their corporate bond rating to the Association within 2 Business Days of said rating revisions.

(c) If a Retailer fails to pay any amount billed, the Association will apply all or any portion of that Retailer's security deposit to the unpaid amount. The Retailer will then be required to replenish the security deposit as outlined above.

5.0 INTEREST ON SECURITY DEPOSIT

RETAILER COSTS

All costs associated with obtaining financial security and meeting prudential requirements are the responsibility of the Retailer.

Appendix D – MISCELLANEOUS SERVICE CHARGES

1.0 APPLICABILITY

Applicable to every Retailer participating in Distribution Access Service within the Association's service area.

2.0 SCHEDULE OF CHARGES

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

a) MEMBERSHIP FEE

\$1.00

b) SWITCHING FEE

Member voluntary switch of Retailer:

\$10.00 per Site

c) RECONNECTION AND DISCONNECTION OF SERVICE

*\$ Association's actual costs
(\$75.00 minimum)*

d) ON-CYCLE METER READS

\$35.00 per read per meter

e) OFF-CYCLE METER READS

\$50.00 per read per meter

f) METER DISPUTES

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

\$ Association's actual costs

g) REQUEST FOR INTERVAL METER

Member request for interval metering (for connected load under the threshold as defined in the Settlement System Code):

\$Capital and Installation Cost of meter, phone line or cell phone plus monthly phone line charges.

h) ADDITIONAL MEMBER USAGE INFORMATION

\$ Association's Actual Cost

(\$25.00 minimum)

i) LATE PAYMENT CHARGE

2% per month (26.8% per annum)

j) RETURNED CHEQUE FEE

\$20.00

k) OTHER MISCELLANEOUS FEES

\$ Association's actual costs.