

TERMS AND CONDITIONS
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TERMS AND CONDITIONS OF SERVICE

1. INTRODUCTION

- 1.1 General -SaskPower is a Crown Corporation governed by *The Power Corporation Act*. Pursuant to Section 8 of that Act, SaskPower may establish and revise any terms and conditions of the service it provides.
- 1.2 Application - This document sets out the Terms and Conditions of Service that apply to SaskPower Customers and includes all new and existing Customers of SaskPower. The Terms and Conditions of Service define the basic requirements of SaskPower's Customers with respect to all Electrical Services and other SaskPower Services with the exception of matters dealt with in SaskPower's Open Access Transmission Tariff.
- 1.3 In Force - These Terms and Conditions of Service come into force on June 19, 2003. Revisions - March 29, 2005 section 7.2 updated

2. DEFINITIONS

The following words and phrases, whenever used in these Terms and Conditions of Service, shall have the respective meanings set out below:

- (a) "Account Collection Policy" means Section SP 3.1 of the Electric Services Practices section of SaskPower's Business Administration Manual.
- (b) "Customer" means every Person who accepts, uses or otherwise is the recipient of Electrical Service or any other SaskPower Service.
- (c) "Customer's Property" means the premises, land and/or property owned or occupied by a Customer.
- (d) "Demand" means the maximum rate at which Electrical Energy is delivered by SaskPower (expressed in kilovolt amperes) at a given instant or averaged over any designated period of time.
- (e) "Electrical Energy" means the quantity of electrical power delivered over a period of time. The commonly used unit of Electrical Energy is the kilowatt-hour (kWh.).
- (f) "Electrical Permit" means an electrical permit required pursuant to the *Electrical Inspection Act*.
- (g) "Electrical Service" means the delivery of Electrical Energy and the service associated with the provision of Electrical Energy by SaskPower to its Customers.
- (h) "Electrical Service Requirements" means a SaskPower document outlining the requirements for the connection of Electrical Service, or any other SaskPower Service, to SaskPower Facilities and Equipment.
- (i) "ESR" means SaskPower's Electrical Service Requirements.
- (j) "Equipment" means, including but not limited to, all electrical apparatus and equipment and other property utilized in or necessary for the supply and delivery of Electrical Energy by SaskPower to the Customer.

- (k) “Facilities” means physical facilities including, without limitation, transmission and distribution lines, powerlines, wires, transformers, Meters, Meter reading devices and other electrical apparatus.
- (l) “Force Majeure” means any event beyond the reasonable control of SaskPower including therein but without restricting the generality thereof:
 - (i) lightning storms, earthquakes, landslides, floods, washouts, and other Acts of God;
 - (ii) fires, breakage of, failure of, or accidents to Facilities, machinery, Equipment or storage Facilities;
 - (iii) strikes, lockouts, or other labour disturbances;
 - (iv) failure to obtain supplies respecting the distribution of Electrical Energy or provision of Electrical Services; and
 - (v) civil disturbances, sabotage, war, blockades, insurrections, vandalism, riots, epidemics.
- (m) “Grid” means SaskPower’s network of electrical power lines and connections within its Service Area.
- (n) “Interconnected Entity” means any Customer with an Interconnection Facility.
- (o) “Interconnection Facility” means Facilities of a Customer interconnected with SaskPower’s Grid.
- (p) “Load” means the Demand and Electrical Energy delivered or required to be delivered at a Customer’s Property.
- (q) “Maximum Peak Demand” means the maximum Demand, expressed in kVA, that a Customer requires SaskPower to have capacity available in order to supply electrical power and energy.
- (r) “Meter” means a device that measures and records the amount of Electrical Energy and/or Demand consumed by a Customer.
- (s) “Metering” means the installation, operation and reading of a Meter.
- (t) “Metering Equipment” means Equipment used for Metering.
- (u) “NERC” means the North American Electric Reliability Council.
- (v) “New Service” means the provision of first time Electrical Service, or any other SaskPower Service, regarding electrical installation from SaskPower to a Customer.
- (w) “Person” includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative or organization.
- (x) “*The Power Corporation Act*” means an Act governing the rights, obligations and powers of SaskPower.
- (y) “Point of Delivery” means the location where SaskPower’s Facilities and Equipment end and the Customer’s Facilities and Equipment begin.
- (z) “Published Rates” means SaskPower Electrical Energy rate schedules as published from time to time.
- (aa) “Request for Electrical Service Form” means a request form for New Service or the extension of Electrical Service or any other SaskPower Service.
- (bb) “SaskPower” means Saskatchewan Power Corporation.

- (cc) “SaskPower Service” means any and all services provided by SaskPower to its Customers.
- (dd) “SaskPower’s Business Administration Manual” means a manual outlining SaskPower’s business administration practices and policies.
- (ee) “SaskPower’s System” means the plant, works, Facilities, Equipment, Grid, systems, Electrical Services and other services of SaskPower necessary to distribute Electrical Energy in a Service Area.
- (ff) “SaskPower’s OATT” means SaskPower’s Open Access Transmission Tariff.
- (gg) “Security Deposit” means a security deposit as outlined in SaskPower’s Account Collection Policy.
- (hh) “Service Area” means the area determined under *The Power Corporation Act* to which SaskPower can supply, transport, transmit, distribute and sell energy to its Customers.
- (ii) “Special Contract” means a written agreement concluded between SaskPower and a Customer.
- (jj) “Temporary Service” means any SaskPower Service that must be prepaid prior to installation and will be used by the Customer for any duration less than two (2) years.
- (kk) “Terms and Conditions of Service” means this document, as amended, supplemented or replaced from time to time, which sets forth the terms and conditions upon which SaskPower will provide Electrical Service, and any other SaskPower Service, to Customers.

3. INTERPRETATIONS

3.1 Conflicts

3.1.1 Special Contracts -SaskPower and the Customer may enter into a Special Contract to vary or add to these Terms and Conditions of Service. If there is any conflict between a provision expressly set out in a Special Contract and these Terms and Conditions of Service, the express provision of the Special Contract shall prevail.

3.1.2 Laws - Whenever anything in these Terms and Conditions of Service is in conflict with any federal, provincial or local laws, the provisions of those laws shall prevail.

3.2 Headings - The division of these Terms and Conditions of Service into 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 of Service.

4. APPLICATION TO INSTALL NEW SERVICE

4.1 General - Application for New Service shall be made through the applicable SaskPower Customer Service office. A Request for Electrical Service Form must be completed in full and accompanied by a site plan.

4.2 Technical Requirements for Service

4.2.1 General – The technical requirements for interconnection of Customer Facilities and Equipment with SaskPower’s System are specified in the ESR. The Customer is responsible for ensuring that the design and operation of Customer Facilities and Equipment connected to SaskPower’s System complies with the requirements in the ESR. The detailed engineering work and cost associated with ensuring that Customer Facilities and Equipment are in compliance with the ESR are the responsibility of the Customer.

4.2.2 Failure To Comply - If a Customer fails to ensure that the design and operation of its Customer Facilities and Equipment are in compliance with the requirements specified in the ESR SaskPower may:

- disconnect the Customer’s Facilities or Equipment from SaskPower’s System; or
- take steps to ensure that the Customer’s Facilities and Equipment are in compliance with SaskPower’s System and bill the Customer for any SaskPower costs associated with ensuring such compliance.

The Customer shall pay all costs and charges billed to the Customer by SaskPower under these Terms and Conditions of Service.

4.2.3 Line Installation - All SaskPower Facilities and Equipment related to New Service shall be installed in accordance with the provisions of the ESR.

4.3 Permits, Regulations and Approvals - The Customer’s electrical installation must conform to all relevant and applicable federal and provincial legislation. The Customer shall be responsible for all necessary licenses and authorizations, and is responsible for meeting or exceeding the requirements, and abiding by, of *The Electrical Inspection Act*, the Canadian Electrical Code, the ESR, *The Power Corporation Act*, and any or all other rules, regulations, permits, and approvals, that are required for electrical installation and ongoing operation.

4.4 Drawings - The Customer shall be responsible for the submission of drawings to, and obtaining the approval from, the local municipality, the

electrical inspections branch, and where applicable, First Nations and/or Indian Affairs (INAC) having jurisdiction.

- 4.5 Band Council Approvals - Where Band Council approvals or consents are required by a Customer prior to receiving Electrical Service or any other SaskPower Service, the Customer shall consult with and obtain approval and consent from the applicable Band Council. If any required Band Council approvals or consents are not granted to the Customer, SaskPower may refuse Electrical Service or any other SaskPower Service to the Customer.
- 4.6 Easements & Right-of-way
- 4.6.1 General - The Customer, when receiving Electrical Service or any other SaskPower Service, shall grant to SaskPower the right, license, privilege and easement for the right-of-way to enter on, over and under the Customer's Property, whether such lands are owned, leased or under easement by the Customer, at all reasonable times to erect, construct, install, maintain, operate and repair SaskPower's Facilities and Equipment.
- 4.6.2 Third Party Owner - If the property the Customer resides upon is owned by a third party, the Customer shall provide SaskPower with an easement for right-of-way signed by the registered property owner or owners.
- 4.7 Site Access - It is the applicant's responsibility to advise SaskPower of any site access requirements when making an application for Electrical Service or any other SaskPower Service.
- 4.8 Relocation of Equipment and Facilities - In the event the Customer requires the relocation of any of SaskPower's Facilities and Equipment, the Customer shall furnish on the Customer's Property another location suitable for such installation, in the opinion of SaskPower, and SaskPower shall do the work of such relocation. The Customer shall reimburse SaskPower for the costs of relocation as per the applicable SaskPower policy.
- 4.9 Customer Payment Procedure - The Customer shall make payments for any SaskPower Services as determined by SaskPower.
- 4.10 Connection and Disconnection to SaskPower's System - Connection to or disconnection from SaskPower's System shall only be made by individuals authorized by SaskPower.
- 4.11 Payment Procedure for New Service - Unless other arrangements are agreed to by SaskPower, an applicant or Customer who authorizes

construction for a New Service installation will be responsible for all construction charges associated with that New Service.

- 4.12 Temporary Service - Temporary Services are installed at full cost to the Customer and must be prepaid prior to installation. A Request for Electrical Service Form must be completed for all Temporary Services.
- 4.13 Ownership of Facilities and Equipment - A Customer's payment to SaskPower is for the cost of SaskPower to provide Electrical Service or any other SaskPower Service, SaskPower retains ownership of SaskPower's Facilities and Equipment.
- 4.14 Authorization to Remove/Salvage SaskPower Facilities and Equipment
- 4.14.1 Requests to Disconnect - Requests to disconnect and remove SaskPower Facilities, Equipment, Electrical Service and/or any other SaskPower Service must be made in writing by the Customer and authorized by the registered owner of the property being serviced.
- 4.14.2 Change of Ownership - When the registered owner of a property has signed a salvage letter and ownership of the property is changed, it shall be the responsibility of the original owner to advise the new owner that a salvage letter has been signed with SaskPower.
- 4.15 Environmental Information - To prevent any incidents that may put the health or safety of SaskPower's employees or Customers at risk or create environmental concerns, the Customer shall supply SaskPower any and all information regarding potential or actual contamination, wastes or hazardous materials or other adverse environmental conditions on the Customer's Property on or near where SaskPower Facilities or Equipment are to be located. The Customer shall provide, and has the continuing obligation to provide SaskPower with copies of all environmental assessments relating to the Customer's Property on or near where SaskPower Facilities or Equipment are to be located.
- 4.16 Restriction on use of Service
- 4.16.1 General - Customers shall ensure that Electrical Services and any other service provided to them by SaskPower are not used:
- For an illegal purpose;
 - In an illegal manner; or
 - In any way which prevents other Customers from fairly and proportionately using Electrical Services or any other SaskPower Service.

- 4.16.2 Distribution - No Customer or any other Person may directly or indirectly provide Electrical Energy to or charge any Person for Electrical Energy unless authorized by Special Contract.
- 4.16.3 Interference with SaskPower Facilities or Equipment - No Customer or any other Person shall re-arrange, tamper with, disconnect, connect, remove, repair, or otherwise interfere with any of SaskPower's Facilities or Equipment.
- 4.17 Termination of Service - SaskPower reserves the right to suspend or terminate without notice Electrical Service or any other SaskPower Service at any time to prevent fraudulent use of Electrical Energy, to protect SaskPower property or Electrical Service or any other SaskPower Service to its Customers, if a Customer fails to comply with these Terms and Conditions of Service, or if SaskPower is ordered by a competent government authority or law enforcement agency to suspend or terminate such Electrical Service or other SaskPower Service.
- 4.18 Corporate Contribution Policies
- 4.18.1 General - SaskPower may make a capital contribution toward the cost of the permanent installation of a New Service or the extension of Electrical Service, or any other SaskPower Service, as outlined in SaskPower's standard investment policies.
- 4.18.2 Recapture - Any disconnection of Electrical Services may be subject to the recapture of the corporate investment.
5. ACCESS TO AND CLEARANCES OF SASKPOWER FACILITIES AND EQUIPMENT
- 5.1 Access to SaskPower Facilities and Equipment - The Customer shall allow SaskPower, and any of SaskPower's agents or employees, to enter the Customer's Property and shall ensure clear and safe access to SaskPower Facilities and Equipment (including those owned, leased and/or operated by SaskPower) to construct, install, maintain, inspect, operate, remove and replace those Facilities or Equipment, including access to Meters to enable Meter reading by SaskPower.
- 5.2 Time of Access - While SaskPower will endeavor to enter the Customer's Property at a reasonable time, the ongoing operation and maintenance of SaskPower Facilities and Equipment requires that access to SaskPower Facilities and Equipment must be available to SaskPower personnel or its agents at all times.
- 5.3 Clearances Over, Under or Near Powerlines - A Customer must maintain clearances for all of the Customer's Equipment and Facilities from all

powerlines whether the powerlines are overhead, underground or adjacent to, as required by SaskPower standards. When clearance standards are not met, the Customer may be required to pay, at SaskPower's discretion, additional costs to enable SaskPower to meet required clearance standards.

- 5.4 Trees and Vegetation - Trees and vegetation shall be managed in accordance with the Act and SaskPower's Tree Trimming Guidelines.
- 5.5 Special Requirements of the Customer - The Customer must inform SaskPower of all policies, procedures and safety requirements which are to be met prior to allowing SaskPower access the Customer's Property. The Customer shall be responsible for providing SaskPower, at the Customer's cost, with any site-specific training and for supplying all necessary safety equipment, which is not normally utilized by SaskPower.
6. METERING
- 6.1 General - SaskPower shall furnish, install and maintain Metering Equipment and reserves the right to determine the type of Metering Equipment used.
- 6.2 Metering Requirements - The Customer shall comply with the Metering requirements regarding location and Customer responsibility as outlined in the ESR.
- 6.3 Care of Facilities and Equipment - The Customer shall take reasonable care of and protect Facilities and Equipment belonging to SaskPower on the Customer's Property. The Customer shall pay to SaskPower the cost of any such Facilities or Equipment, which are broken, missing or damaged.
- 6.4 Meter Reading - The schedule for Meter readings shall be at the sole discretion of SaskPower.
- 6.5 Meter Maintenance - SaskPower shall, at its discretion, have the right to remove, repair and test a Meter or Metering Equipment at any reasonable time. Depending on the type of Meter installed, it may be necessary for SaskPower to remove a Meter from service and install a newly verified Meter. If the Customer becomes aware of any deficiency in the operation of a Meter or Metering Equipment, the Customer shall promptly notify SaskPower.

- 6.6 Meter Dispute - In the event that SaskPower and the Customer cannot reach an agreement as to the accuracy of a Meter, either party may request that the matter be resolved pursuant to the provisions of the *Electricity and Gas Inspection Act* (Canada). The costs of such dispute test will be the responsibility of the party requesting the dispute test if the meter dispute test does not support their claim.
- 6.7 Seals and Locks - Removal of, or tampering with, a seal or lock, or entering a Meter compartment that is normally sealed contravenes *The Power Corporation Act* and may subject the Customer to prosecution. The procedure surrounding SaskPower seals and locks shall be governed by the provisions of the ESR.
- 6.8 Locked Areas - Where access to a Meter or Metering Equipment is unattainable due to locked doors, the local SaskPower office shall be provided with a key to the locked doors by the Customer.

7. BILLING

7.1 Billing Practices

- 7.1.1 General - Prior to receiving Electrical Energy from SaskPower a Person must be in SaskPower's billing system.

7.2 Customer Information

- 7.2.1 Individuals - The following minimum information is required for billing of an individual:

- Two pieces of identification acceptable to SaskPower;
- Information including contact name, phone number, mailing address and previous address; and
- Identification of all Persons over the age of 18 whom will be receiving Electrical Service or any other SaskPower Service.

SaskPower may also request other information, such as the customer's place of employment and business phone number.

- 7.2.2 Commercial - The following information is required for billing of a commercial entity:

- The type of entity such as "limited company", "sole proprietorship", or "partnership" to be receiving Electrical Service or any other SaskPower Service;
- The registered name of the limited company;
- The name the business is "Operating as" (i.e. the trade name or the name on the sign or marquis);

- The full name, residence address and residence phone number of the proprietor and each partner;
- The business phone number;
- The property owner's name, address and phone number;
- The name of a contact individual for future inquiries.

For a limited company, SaskPower may require the principal shareholder(s) and each shareholder(s) residence phone number(s).

The Customer is required to contact SaskPower to make changes to the information provided in Section 7.2 of the Terms and Conditions of Service, as and when it changes.

- 7.3 Personal Information - Upon the provision of personal information of a Customer to SaskPower by that Customer to which the personal information relates, the Customer providing the information consents to the collection, storage and retainment of such personal information by SaskPower.
- 7.4 Bill Frequency - SaskPower will send a Customer an invoice or billing statement for Electrical Service and/or any SaskPower Service provided to the Customer during the previous billing period either monthly, quarterly, annually or seasonally, as determined by SaskPower.
- 7.5 Bills Rendered - Bills will be rendered in accordance with the Published Rates except in cases where SaskPower determines it necessary to estimate Electrical Energy usage for billing purposes. If the Published Rates are changed and the effective date of the change falls between the dates of two successive Meter readings, SaskPower shall render a bill that will be determined upon a prorated basis.
- 7.5.1 Unobtainable Readings - If Meter readings cannot be obtained for any reason, Electrical Energy usage may be estimated by SaskPower for billing purposes. The next bill that is based on actual Meter readings will be adjusted for the difference between estimated and actual use during the interval between Meter readings.
- 7.5.2 Failure to Register - If any Meter fails to register or registers incorrectly, the estimated Electrical Energy usage shall be deemed to be accurate and owing.
- 7.6 Security Deposit - A Security Deposit will be collected in accordance with SaskPower's Account Collection Policy.

7.7 Joint Billing

7.7.1 Liability – Each party on an account, or residing at a Customer’s Property whether or not that party is in billing, may be held liable for that account. If Electrical Service or any other SaskPower Service is being provided to several individuals, they shall be jointly and severally responsible for the debt.

7.7.2 Denial of Electrical Service - SaskPower may deny Electrical Service or any other SaskPower Service to any Person that is applying for such service, either individually or jointly with another individual, if any Person connected with that application for Electrical Service or any other SaskPower Service has a bad debt with SaskPower.

7.8 Changes in Persons Responsible for Billing - Where one of the Customers named on an account has vacated the premises where the Electrical Service or other SaskPower Service is located or has defaulted on payment of a bill for Electrical Service or any other SaskPower Service, the other occupants of the premises shall continue to be responsible for the account and shall be liable for payment as if the account were in their name.

7.9 Other Charges - The fees charged for SaskPower Services other than Electrical Services, may be added to the Customer’s bill for Electrical Energy at the discretion of SaskPower

7.10 Bill Adjustment - SaskPower has the right to make a billing adjustment in instances where an inaccuracy in billing has taken place.

7.11 Responsibility to Pay - The Customer shall pay the full amount of any SaskPower bill issued to the Customer by the due date specified on the bill, without prejudice to the Customer’s right to contest any rate or fee charged. A failure to pay any amount billed by SaskPower shall be a default of payment and the Customer shall be subject to SaskPower’s Account Collection Policy which may result in the discontinuance or termination of Electrical Service or any other SaskPower Service.

7.12 Late Payment Charge - If a Customer does not pay a bill in full by the due date specified in the bill, the Customer will be liable to pay to SaskPower a late payment charge indicated on the bill for the amount outstanding, at the rate determined by SaskPower from time to time.

7.13 Revenue Protection

7.13.1 Recovery - When it has been determined that a Customer has been deliberately diverting or stealing energy, tampering with a Meter, or deliberately misleading SaskPower employees with respect to

matters including, but not limited to, billing and rates, SaskPower will take steps to recover the under-billed amount.

7.13.2 Prosecution - In cases where it has been confirmed that there has been theft of Electrical Energy, prosecution for the theft may occur.

7.14 Lost Bills - Failure to receive a bill does not release a Customer from the obligation to pay any amount owing to SaskPower, including any amount under the Published Rates or under Special Contract.

7.15 Restoration of Discontinued Service For Non-Payment - In order for a Customer to have Electrical Service or any other SaskPower Service restored in the event of discontinuance or termination of service for non-payment, the Customer must meet the requirements respecting reconnection for discontinuance of service for non-payment as are outlined in SaskPower's Account Collection Policy.

7.16 Refusal to Provide Service - SaskPower may refuse to provide or continue Electrical Service or any other SaskPower Service without notice to any Customer if the Customer breaches any of the Terms and Conditions of Service set out herein.

7.17 Cancellation of Service

7.17.1 Discontinuance of Service - If the Customer discontinues Electrical Service or any other SaskPower Service, the Customer shall:

- Notify SaskPower of the date the Electrical Service or any other SaskPower Service is to be cancelled (a minimum 3 business days notice prior to turnoff is required);
- Provide SaskPower access to read the Customer's Meter;
- Provide SaskPower with forwarding mailing/contact information; and
- Pay all amounts owing to SaskPower on the Customer's final bill.

7.17.2 Transfer of Account - If the Customer is applying for other Electrical Service or any other SaskPower Service following the termination or cancellation of service, the final account balance will be transferred to the new account.

8. CUSTOMER PEAK DEMAND

Applies to a Customer that:

- (a) Is not under an existing Special Contract;
- (b) Has a Load of greater than 2 MVA; and

- (c) Is on a Published Rate at voltages of 25, 72, 138 or 230 kV.
- 8.1 Maximum Peak Demand for Existing Customers - The Maximum Peak Demand used for SaskPower planning purposes will be deemed to be the Maximum Peak Demand that the Customer has reached over the previous rolling 2-year period.
- 8.2 Maximum Peak Demand for New Customers - New Customers will be required to nominate the new Customer's Maximum Peak Demand at the time of requesting Electrical Service. This nominated Maximum Peak Demand will be the Maximum Peak Demand used for SaskPower planning purposes for the first 2 years of Electrical Service. If an unrealistic nominated Maximum Peak Demand results in expenditures on upgrades to SaskPower's System which are unutilized, SaskPower reserves the right to recover from the Customer all or a portion of the unused SaskPower System upgrade expenditures. Once a Customer has received Electrical Service from SaskPower for 2 years, the Maximum Peak Demand used for SaskPower planning purposes will be deemed to be the Maximum Peak Demand that the Customer has reached over the previous rolling 2-year period.
- 8.3 Maximum Peak Demand Increases - Prior to increasing a Customer's Maximum Peak Demand, the Customer must provide a request to SaskPower with reasonable notice of their Load increase. If reasonable notice of a proposed increase in the Maximum Peak Demand is not provided to SaskPower by a Customer, and the increase causes SaskPower's System adequacy problems, SaskPower may require the Customer to limit their Load.

9. INTERCONNECTION OF NON-UTILITY GENERATORS WITH SASKPOWER'S SYSTEM

- 9.1 Interconnection of Non-Utility Generators with SaskPower's System - Any Interconnected Entity wishing to operate any type of generator interconnected with SaskPower's System must do so under the policies set out in the Non-Utility Generation section of SaskPower's Electrical Service Business Policy.
- 9.2 Technical Requirements for Interconnection - Any Interconnected Entity that proposes to operate any type of generator interconnected with SaskPower's System must comply with the technical requirements for interconnection set out in the following SaskPower documents:
- Non-Utility Generation Interconnection Requirements at Voltages 72kV and Above; and
 - Non-Utility Generation Interconnection Requirements at Voltages 25kV and Below.

The Interconnected Entity is responsible for ensuring that the design and operation of an Interconnection Facility which includes a generator interconnected with SaskPower's System complies with the requirements set out in these documents. The detailed engineering and cost associated with ensuring compliance are the responsibility of the Interconnected Entity. Failure of the Interconnected Entity to ensure that the design and operation of its Interconnection Facility and generator are in compliance may result in SaskPower refusing to allow interconnection of the Interconnection Facility or disconnection of the Interconnection Facility in the case of existing Customers.

9.3 Request for Interconnection and Study

9.3.1 Interconnected Entities Offsetting Load or Non-Sale - Interconnected Entities wishing to operate any generator interconnected with SaskPower's System for the sole purpose of offsetting the Customer's own on-site Load other than those applying under SaskPower's Small Power Producer Policy, or for testing of the generator or other reasons must submit a request to SaskPower for interconnection and enter into an agreement (interconnection study agreement) with SaskPower to evaluate the impact of the interconnection on SaskPower's System.

9.3.2 Interconnected Entities Qualifying Under SaskPower's Small Power's Producers Policy - Interconnected Entities wishing to operate any generator interconnected with SaskPower's System within the provisions of SaskPower's Small Power Producers Policy (which includes generation solely for the purpose of offsetting the Customers own Load) must submit integration study requests.

9.3.3 Interconnected Entities Wishing to Sell Output to SaskPower that do not Qualify for the Small Power Producers Policy - An Interconnected Entity wishing to operate any generator interconnected with SaskPower's System and sell all or a portion of the output to SaskPower other than those applying under SaskPower's Small Power Producer Policy must submit a proposal to SaskPower for consideration. As part of its evaluation process, SaskPower may, at its sole discretion, sponsor the necessary interconnection studies to evaluate the impact of the interconnection on SaskPower's System.

9.4 Interconnection and Operating Agreement - An Interconnected Entity wishing to operate any generator interconnected with SaskPower's System must enter into an interconnection agreement and operating agreement with SaskPower.

- 9.5 Refusal of Interconnection - If a Customer refuses to sign an interconnection agreement and operating agreement, SaskPower may, at its sole discretion, refuse the Customer the ability to interconnect the Customer's generator to SaskPower's System.
- 9.6 Power Purchase Agreements - In addition to the requirement set out in Section 9.4, an Interconnected Entity wishing to sell Electrical Energy to SaskPower must enter into a power purchase agreement or service and supply agreement with SaskPower. In some cases the terms and conditions for the power purchase agreement or service and supply agreement will be incorporated in the interconnection agreement.
- 9.7 Standards Compliance - Any Interconnected Entity wishing to operate any generator interconnected with SaskPower's System at voltages 72 kV or greater must comply with the planning standards and operating policies of NERC and the regional reliability council with which SaskPower is affiliated.
10. MAINTENANCE AND REPAIR

- 10.1 Maintenance and Repair of Facilities and Equipment - SaskPower maintains and repairs SaskPower Facilities and Equipment at no additional charge to the Customer unless:
- The maintenance or repair is required for reasons other than normal wear or undetermined failure;
 - The Customer requests the maintenance or repair be completed pursuant to any SaskPower policy;
 - The repair or maintenance is the direct result of the Customer's actions; or
 - Other arrangements for maintenance and repair are made under Special Contract.

SaskPower has no obligation beyond the Point of Delivery to install, maintain or repair Facilities or Equipment owned or operated by the Customer, or by a third party and utilized by the Customer, unless it is covered by a Special Contract between the Customer and SaskPower.

11. STANDARD OPERATING PRACTICE

- 11.1 Standard Operating Practice - When a Customer requires Electrical Service at a voltage other than 120/240, 120/208, 277/480 or 347/600 volts, or there is no outdoor Point of Delivery, the Customer may be required to sign a Standard Operating Practice document at SaskPower's sole discretion. The Standard Operating Practice document includes a set

of conditions that each party must adhere to such that the system as a whole is operated in a safe, secure and reliable manner.

- 11.2 Refusal of Service - If a Customer is required by SaskPower to sign a Standard Operating Practice document and the Customer refuses, SaskPower may, at its sole discretion, refuse to provide Electrical Service or any other SaskPower Service to that Customer.

12. RATES

- 12.1 General - The rates to be charged by and paid to SaskPower for Electrical Service shall be the rates set out in SaskPower's Published Rates, which may be inspected during business hours at any general office of SaskPower.
- 12.2 Rate Schedules - The Customer may apply in writing to be billed on another rate schedule under which the Customer is being served. SaskPower may, in SaskPower's sole discretion, reject, defer or approve such application. In general, approval will not be granted if the Customer has not been on its current rate schedule for a minimum of twelve months having previously moved from another rate schedule.
- 12.3 Rate Administration - Rate administration shall be at the sole discretion of SaskPower.

13. SUSPENSION OF SERVICE

- 13.1 General - SaskPower may, in its sole determination and without notice to the Customer, suspend Electrical Service or any other SaskPower Service to a Customer for the purpose of protecting against harm to human life or to the property of any Person.
- 13.2 Interruption - SaskPower shall have the right, without liability, to disconnect or otherwise curtail, interrupt, suspend or reduce Electrical Service or any other SaskPower Service to its Customer whenever SaskPower reasonably determines that such a disconnection, curtailment, interruption, suspension or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement, extension, renewals, or inspection of any of SaskPower's Facilities or Equipment, to maintain the safety and reliability of SaskPower's System, or a connecting entity's electrical system, or due to any other reason, including without limitation emergencies, forced outages, potential overloading of SaskPower's System, Force Majeure or a breakdown or failure of any component of SaskPower's System or other Customer Facilities or Equipment affecting SaskPower's System. SaskPower will give as much advance notice as is

practicable, if any, in the event of such disconnection, curtailment, interruption, suspension or reduction.

- 13.3 Electrical Energy Shortage - At any time in the event of a shortage of Electrical Energy supply, whether actual or anticipated by SaskPower, SaskPower may request that the Customer suspend or reduce its taking of Electrical Energy at the Point of Delivery. If the Customer does not suspend or reduce its taking of Electrical Energy at the Point of Delivery then SaskPower may at its sole discretion suspend or reduce the supply of Electrical Energy to the Customer.

14. LIABILITY AND INDEMNIFICATION

- 14.1 Limitation of Liability - Except for direct physical damages, injuries or losses suffered by a Customer and occurring as a direct result of the negligence of SaskPower or its employees acting within the scope of their employment, none of SaskPower nor its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other Person on premises owned, leased or operated by such Customer or arising out of, or in any way connected with, the provision by SaskPower of Electrical Service or any other SaskPower Service or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such services, regardless of whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort or otherwise.

Notwithstanding anything to the contrary contained in these Terms and Conditions of Service, SaskPower or its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable only for direct physical damages. "Direct physical damages" shall not include any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs which are of an indirect, special or consequential nature ("Indirect Damages") regardless of whether they arise in contract, tort or otherwise and regardless of whether or not the Customer has advised SaskPower of the same. Without limiting the generality of the foregoing, Indirect Damages shall include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, cost of capital, cost of purchased or replacement capacity or energy, loss of any use of any Facilities or Equipment or property owned, leased or operated by any Person and any other indirect, special or consequential damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever.

Notwithstanding the above, SaskPower shall not be liable for any injury, loss or damage to Persons or property arising out of, or directly or indirectly resulting from, the supply or use of Electrical Energy by a Customer beyond the Point of Delivery.

- 14.2 Indemnification - The Customer shall indemnify and hold harmless, and at the sole option of SaskPower defend, SaskPower and its affiliates, directors, officers, employees, agents, contractors, subcontractors, assigns and successors and each of them (collectively, “the SaskPower Parties”), from and against any and all claims, actions, fines, penalties and liabilities in tort, contract, or otherwise (collectively, “Liabilities”) brought against SaskPower or any of the SaskPower Parties which arise from, result from or are in connection with any act, omission or failure of the Customer, including any act, omission or failure of the Customer arising from, resulting from or in connection with any duty or obligation of the Customer pursuant to these Terms and Conditions of Service, including the failure of a Customer to obtain any authorization or consent contemplated by these Terms and Conditions of Service, or pursuant to any other agreement or arrangement with SaskPower or between the Customer and any third party.

The Customer shall waive recourse against SaskPower and the SaskPower Parties arising from, resulting from or in connection with the non-negligent performance of SaskPower and the SaskPower Parties in connection with the performance of its obligations under these Terms and Conditions of Service.

- 14.3 Force Majeure - If an event or circumstance of Force Majeure occurs that affects SaskPower’s ability to provide Electrical Service or any other SaskPower Service in accordance with these Terms and Conditions of Service, SaskPower’s responsibilities, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or consequences thereof are remedied and for such period thereafter as may reasonably be required to provide those Electrical Services or any other SaskPower Service.

15. JURISDICTION

These Terms and Conditions of Service shall be governed by and construed in accordance with the laws of the province of Saskatchewan.

<u>Latest Update Date</u>	<u>Section(s)</u>	<u>Page(s)</u>
1. March, 2005	7.12 & 7.13	TC 1.12 & TC 1.13