

SASKPOWER CONTACT:

Net Metering Program, SaskPower
Customer Programs
2025 Victoria Avenue, Regina, SK S4P 0S1
Attention: Program Manager
customergeneration@saskpower.com

Customer Name: _____ (“Customer”)

Address: _____ **Telephone:** _____

City/Town: _____ **Facsimile:** _____

Email: _____ **Postal Code:** _____

Customer Account #: _____

Generating Facility:

Generating Facility Location: _____ (“Customer’s Property”)

Generating Facility Nominal Capacity (M): _____ kilowatt (kW DC)

Generating Facility Nominal Capacity (I): _____ kilowatt (kW AC)

Generating Facility Description (M): _____ Watt (W DC)

Generating Facility Description (I): _____ Watt (W AC)

Connecting Voltage: _____ Volts (V)

(M) = PV SOLAR MODULE, (I) = INVERTER

- Terms and Conditions document:** This Net Metering Program Terms and Conditions document (the “Program Terms and Conditions Document”) includes this page 1 and the following documents:
Schedule A - General Terms and Conditions
- Agreement to Program Terms and Conditions Document:** As a condition of participating in the Net Metering Program the Customer must agree to this Program Terms and Conditions Document, and any amendments to this Program Terms and Conditions Document made by SaskPower from time to time, in SaskPower’s sole discretion. For clarity, SaskPower may amend or replace this Program Terms and Conditions Document at any time in its sole discretion, and the Customer agrees to be bound to any such amendments.
- Service:** The Customer acknowledges: (a) the Net Metering Program is considered a “SaskPower Service” as defined under SaskPower’s Terms and Conditions of Service; and (b) this Program Terms and Conditions Document is a “Special Contract” as defined under SaskPower’s Terms and Conditions of Service.
- Legal Effect:** Intending to be legally bound, the Customer and SaskPower have each signed this Program Terms and Conditions Document with the effective date being the date of SaskPower’s signing noted in the signing line below (the “Effective Date”).

SASKATCHEWAN POWER CORPORATIONAPPROVED
FOR
EXECUTION

<Name of Signatory>, <Title of Signature> _____ Date _____

CUSTOMER

Signature _____ Date _____

Signature _____ Date _____

SCHEDULE A TO THE PROGRAM TERMS AND CONDITIONS DOCUMENT- GENERAL TERMS AND CONDITIONS

THE CUSTOMER AND SASKPOWER AGREE AS FOLLOWS:

1. DEFINITIONS

Where any word in this Program Terms and Conditions Document is capitalized, and not otherwise defined in this Program Terms and Conditions Document, it shall have the meaning given to it in SaskPower's Terms and Conditions of Service, the ESRs or the NUG Requirements.

"Program Terms and Conditions Document" means the signing page (i.e. page 1) to this Program Terms and Conditions Document, together with: (a) all of the schedules attached to the signing page to this Program Terms and Conditions Document and all documents incorporated by reference into those schedules; (b) the ESRs; (c) the Non-Utility Generation Interconnection Requirements at Voltages 34.5 kV and Below; (d) the Net Metering Program Guidelines; (e) SaskPower's Terms and Conditions of Service; and (f) any amendments to this Program Terms and Conditions Document made by SaskPower from time to time in its sole discretion;

"Banked Energy Credits" has the meaning as set out in section 8.1 of this Agreement;

"Canadian Electrical Code" means the Canadian Electrical Code, C22.1, as adopted by *The Electrical Inspection Act, 1993* (Saskatchewan), as may be amended or replaced from time to time;

"Confidential Information" means all knowledge and information concerning the technical, commercial and business operations of each party, and any third-party proprietary information in the custody and control of either party, which may be acquired by the other party in the course of the negotiation or performance of this Program Terms and Conditions Document;

"Electric Service Requirements" or "ESRs" means SaskPower's Electric Service Requirements, as amended or replaced from time to time by SaskPower in its sole discretion. The Electric Service Requirements may be found on SaskPower's website at www.saskpower.com;

"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);

"Environmental Attributes" means environmental attributes, whether existing at the Effective Date of this Program Terms and Conditions Document, or coming into existence at any time following the Effective Date of this Program Terms and Conditions Document, and include:

- i) all positive attributes directly associated with, or that may be derived from, the Metered Energy generated by the Generating Facility and/or the Generating Facility having decreased environmental impacts relative to certain other generation facilities or technologies, or both, including any existing or future allowance, certificate, right, option, unit, ticket, or other "green" marketing attribute or proprietary or contractual right, whether or not tradeable;
- ii) any credits, reductions rights, off-sets, including offset credits, emission reduction benefits, allowances, allocated pollution rights, certificates or other units of any kind whatsoever, whether or not tradeable, resulting from, or otherwise related to the actual or assumed reduction, displacement or off-set of greenhouse gas (GHG) emissions, or CO₂e emissions or other emissions at any location other than the Generating Facility as a result of the generation, purchase or sale of the Metered Energy;
- iii) any credits, reductions rights, off-sets, including offset credits, allowance, allocated pollution right, certificates or other unit of any kind whatsoever, whether or not tradeable, resulting from or otherwise related to the reduction, removal or sequestration of greenhouse gases (GHG) emissions or CO₂e emissions or contaminants or other emissions by/from the Generating Facility;
- iv) all revenues, entitlements, benefits and other proceeds arising from or related to the foregoing, but for certainty, not including benefits or proceeds from environmental incentive programs offered by any government agency that do not require a transfer of the attributes;

“Generating Facility” has the meaning as set out on page 1 of this Program Terms and Conditions Document;

“Laws” or “Law” means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the performance of a party's obligations under this Program Terms and Conditions Document and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;

“Metered Energy” means all the Electrical Energy in kilowatt-hours (kWh) produced by the Generating Facility, less the Electrical Energy in kilowatt-hours (kWh) generated and concurrently consumed by the Generating Facility, measured by SaskPower metering equipment and delivered to SaskPower in accordance with the requirements of this Program Terms and Conditions Document;

“Non-Utility Generation Interconnection Requirements at Voltages 34.5 kV and Below” or “NUG Requirements” means SaskPower’s Non-Utility Generation Interconnection Requirements at Voltages 34.5 kV and Below, as amended or replaced from time to time by SaskPower in its sole discretion. The NUG Requirements may be found on SaskPower’s website at www.saskpower.com;

“Net Metering Program Guidelines” means SaskPower’s Net Metering Program guidelines located in SaskPower’s Customer Generation Programs guidelines, as amended or replaced from time to time by SaskPower in SaskPower’s sole discretion. Net Metering Program guidelines may be found on SaskPower’s website at www.saskpower.com;

“Net Metering Program” means SaskPower’s Net Metering Program as amended or replaced from time to time by SaskPower in SaskPower’s sole discretion;

“SaskPower’s System” has the meaning as set out in SaskPower’s Terms and Conditions of Service;

“SaskPower’s Terms and Conditions of Service” means SaskPower’s Terms and Conditions of Service, as amended or replaced from time to time by SaskPower in its sole discretion. SaskPower’s Terms and Conditions of Service may be found on SaskPower’s website at www.saskpower.com;

“Point of Delivery” has the meaning as set out in SaskPower’s Terms and Conditions of Service.

2. ELIGIBILITY REQUIREMENTS

At all times during the term of this Program Terms and Conditions Document:

- (a) the Customer shall either: (i) own the Customer’s Property; or (ii) have written authorization from the owner of the Customer’s Property to enter into this Program Terms and Conditions Document and participate in the Net Metering Program in relation to the Generating Facility, of which the Customer must provide SaskPower on request;
- (b) the Customer shall be a SaskPower electricity account holder in good standing; and
- (c) the Generating Facility must be served by SaskPower.

3. TECHNICAL REQUIREMENTS

3.1 The Customer shall:

- (a) design, install, operate and maintain the Generating Facility and all ancillary facilities on the Customer’s side of the Electrical Service Point of Delivery, in accordance with all applicable Laws;
- (b) obtain and maintain any governmental authorizations and/or permits required for the installation and operation of the Generating Facility; and
- (c) comply with this Program Terms and Conditions Document.

3.2 The Generating Facility shall meet all applicable safety, technical and performance standards as outlined in the Net Metering Program Guidelines, NUG Requirements, and ESRs. SaskPower may from time to time, on notice to the Customer, prescribe additional technical and/or operational requirements on a temporary or permanent basis that, in SaskPower’s sole discretion, are required for the safety of SaskPower’s System.

3.3 The Generating Facility must: (i) be inspected before energization by The Technical Safety Authority of Saskatchewan (TSASK) Electrical Inspections department personnel or agency designated by TSASK’s Electrical Inspections department, or such other

person, agency or entity designated by SaskPower in its sole discretion; and (ii) meet all applicable Canadian Electrical Code requirements for distributed energy systems interconnecting to SaskPower's System.

3.4 At all times during the term of this Program Terms and Conditions Document the Generating Facility's nominal capacity shall not exceed the Generating Facility Nominal Capacity indicated on page 1 of this Program Terms and Conditions Document.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

The rights and obligations of the Customer and SaskPower are set out in this Program Terms and Conditions Document and include metering and billing provisions outlined in this Program Terms and Conditions Document and the Net Metering Program Guidelines.

5. ACCESS

The Customer agrees that at any reasonable time during the term of this Program Terms and Conditions Document, SaskPower or its employees or agents shall be permitted to enter on to the Customer's Property for the purposes of inspecting the Generating Facility and collecting data and information regarding the operation thereof including, without limitation, meter reading, inspecting and obtaining records pertaining to log books and generating equipment name plates regarding the Generating Facility and for installing, maintenance or removal of SaskPower's equipment. This section 5 is in addition to, and in no way limits, any other access rights SaskPower may have in this Program Terms and Conditions Document or at Law.

6. DISCONNECTION

SaskPower shall, at any time and without notice, be permitted to disconnect SaskPower's System from the Generating Facility to the extent and for the duration SaskPower, in its sole and absolute discretion, deems necessary for the purpose of safeguarding life or property; or for the operation, reliability, maintenance, repair, replacement, or extension of SaskPower's System. This section 6 is in addition to, and in no way limits, any other disconnection rights SaskPower may have in this Program Terms and Conditions Document or at Law.

7. TERMINATION

7.1 This Program Terms and Conditions Document and the Customer's participation in the Program shall terminate automatically if the Customer terminates its account with SaskPower for Electrical Service to the Customer's Property on which the Generating Facility is located.

7.2 SaskPower may terminate this Program Terms and Conditions Document and the Customer's participation in the Program by providing written notice to the Customer: (a) if the Customer breaches, or otherwise fails to comply with, this Program Terms and Conditions Document; or (b) in the event the Net Metering Program is cancelled. Upon termination of this Program Terms and Conditions Document the Customer shall forthwith disconnect the Generating Facility from SaskPower's System.

7.3 This Program Terms and Conditions Document and the Customer's participation in the Net Metering Program may be terminated by the Customer upon thirty (30) days written notice to SaskPower.

8. BANKED ENERGY

8.1 Electricity credits are credits in the form of a dollar value for excess Electrical Energy as measured in kilowatt-hours (kWh) produced by the Customer's Generating Facility and received by SaskPower's System at the then-current price set periodically by SaskPower, as may be revised from time to time at SaskPower's sole and absolute discretion ("Banked Energy Credits"). The price for Banked Energy Credits may be found on SaskPower's website at www.saskpower.com. Banked Energy Credits will be held in the Customer's SaskPower account identified on page 1 of this Program Terms and Conditions Document. Banked Energy Credits are not transferable to other accounts and may only be used and applied to the dollar value of Electrical Energy as measured in kilowatt-hours (kWh) consumed by the Customer on the Customer's SaskPower account identified on page 1 of this Program Terms and Conditions Document. For clarity, the price of Banked Energy Credits will be the price of such credits set by SaskPower at the time the electricity is received by SaskPower's System.

8.2 Banked Energy Credits will be used toward, and applied to, the dollar value of SaskPower Electrical Energy as measured in kilowatt-hours (kWh) consumed by the Customer on a monthly basis in accordance with the Customer's monthly billing cycle. For clarity, Banked Energy Credits cannot be carried forward to subsequent months if they can be applied against the Customer's current SaskPower monthly bill. Any Banked Energy Credits of the Customer that cannot be used in a given month will be carried forward to the following month. Any Banked Energy Credits held in the Customer's SaskPower billing account at the time of termination of this Program Terms and Conditions Document will automatically expire and are non-refundable.

9. CONFIDENTIALITY

9.1 The Customer shall keep all Confidential Information of SaskPower strictly confidential and shall only disclose Confidential Information as is required or permitted elsewhere in this Program Terms and Conditions Document.

9.2 Except as set out elsewhere in this section 9 (Confidentiality), without the prior written consent of SaskPower, the Customer shall: (a) not divulge to any third party any Confidential Information; (b) not make any commercial use whatsoever of any Confidential Information; and (c) only use Confidential Information solely for the Customer's performance of this Program Terms and Conditions Document.

9.3 The obligations of the Customer under this section 9 (Confidentiality) will survive the termination of this Program Terms and Conditions Document until such time as SaskPower agrees to release the Customer from such obligations, but do not apply to Confidential Information that the Customer party demonstrates was:

- (a) at the time of its receipt by the Customer or thereafter (but prior to its disclosure to a third party), public information or information known generally in the trade due to a reason other than the failure of the Customer to comply with this section 9 (Confidentiality);
- (b) in its lawful possession and not supplied by SaskPower, prior to the Customer's initial receipt hereunder;
- (c) acquired lawfully by the Customer from a third party not under any obligation of confidentiality to SaskPower; or
- (d) required by any applicable Laws to be disclosed, provided that: (i) prior to such disclosure, the Customer gives notice to SaskPower with the full particulars of the proposed disclosure; (ii) the Customer only discloses such Confidential Information as it is advised by legal counsel is legally required to be disclosed; and (iii) the Customer takes reasonable steps to obtain assurances that confidential treatment will be afforded to the Confidential Information disclosed.

9.4 Only the employees, servants, agents, advisors, consultants, auditors, affiliates or contractors of the Customer who have a need to receive Confidential Information for the performance of the Customer's obligations under this Program Terms and Conditions Document, or for the Customer's internal business purposes, may have access to Confidential Information and, the Customer shall cause each such employee, servant, agent, advisor, consultant, affiliate or contractor to hold Confidential Information under the same or substantially similar obligations of confidentiality imposed by this section 9 (Confidentiality). For greater certainty, the Customer shall be responsible to SaskPower for any disclosure or use of Confidential Information contrary to this Program Terms and Conditions Document by anyone to whom the Customer discloses Confidential Information.

9.5 In the event the Customer becomes aware of a disclosure of Confidential Information that fails to comply with this Program Terms and Conditions Document, the Customer shall promptly: (a) give notice to the disclosing party with the full particulars of the disclosure; and (b) take all reasonable steps to mitigate the effects of such disclosure.

10. ENVIRONMENTAL ATTRIBUTES

10.1 The Customer agrees SaskPower is entitled to all Environmental Attributes and that the Customer shall, at the Customer's own expense, take all steps required to transfer, assign and set over to SaskPower all right, title and interest in and to any and all Environmental Attributes from the Metered Energy.

11. DECOMMISSIONING

11.1 The Customer retains sole responsibility for the decommissioning of the Generating Facility and the remediation of the Customer's Property and all associated costs and expenses. When decommissioning the Generating Facility, the Customer shall comply with all Laws. The Customer's obligations and liabilities pursuant to this Section 11.1 shall survive termination or expiration of this Program Terms and Conditions Document and the Customer's participation in the Program.

12. GRID ACCESS CHARGE

12.1 Notwithstanding any other provision of this Program Terms and Conditions Document, SaskPower reserves the right, in its sole discretion, to apply a charge, rate or fee to the Customer's monthly SaskPower bill at any time during the term of this Program Terms and Conditions Document in consideration of the Customer accessing, and interconnecting the Generating Facility to, SaskPower's System ("Grid Access Charge"). The amount of the Grid Access Charge will be determined by SaskPower in its sole discretion.

13. GENERAL

13.1 This Program Terms and Conditions Document contains the whole agreement between the Customer and SaskPower respecting the subject matter herein, and there are no representations, warranties, collateral agreements or conditions affecting this Program Terms and Conditions Document other than as expressed herein. Furthermore, this Program Terms and Conditions Document supersedes and cancels any and all agreements that may have existed between the Customer and SaskPower pursuant to the Net Metering Program in relation to the Generating Facility located on the Customer's Property.

13.2 The Customer shall, from time to time, do all such acts and things and execute, from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Program Terms and Conditions Document. All provisions of this Program Terms and Conditions Document which expressly or by their nature survive the termination of this Program Terms and Conditions Document will continue in full force and effect after any such termination of this Program Terms and Conditions Document.

13.3 No revision, modification or waiver of this Program Terms and Conditions Document are binding on SaskPower unless expressly agreed to in writing and signed by an authorized representative of SaskPower.

13.4 This Program Terms and Conditions Document may not be transferred or assigned in whole or in part by the Customer without the prior written consent of SaskPower. Such consent will not relieve the Customer of its obligations and liabilities under this Program Terms and Conditions Document.

13.5 If there is a conflict, inconsistency or discrepancy between, among or within any of the provisions of this Program Terms and Conditions Document, or any documents referenced herein, SaskPower may, in its sole discretion, determine which provision applies.

13.6 Any notices required to be delivered or given by SaskPower or the Customer shall be delivered to the contact information of the party being notified as indicated on page 1 of this Program Terms and Conditions Document. All notices or other communications between the parties under this Program Terms and Conditions Document must be in writing and given to the other party either personally (including by courier), by electronic mail or by fax, at the address, email address or fax number for each party set out on page 1 of this Program Terms and Conditions Document or at any other address, email address or fax number to the attention of any other individual of which a party notifies the other party in accordance with this section 12.6. All notices or other communications will be considered given when: (i) in the case of personal delivery or delivery by courier, when delivered; (ii) in the case of mail, five days after they are postmarked; (iii) in the case of electronic mail, when receipt is confirmed by the intended recipient; and (iv) in the case of facsimile, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of the recipient and indicating that the transmission has been made without error. Either party may give notice to the other party of a change of address or designation of an individual with written notice at any time.

13.7 Any dispute between the Customer and SaskPower which arises in connection with this Program Terms and Conditions Document shall be referred to the SaskPower Program Manager and the Customer, or their respective designates, who shall endeavor to reach a mutually acceptable resolution of the dispute. Any dispute, claim or difference of opinion relating to this Program Terms and Conditions Document or any relationship associated with it that is not settled through negotiation or mediation shall be referred to the courts of Saskatchewan; except that, with the agreement of both parties, the matter may be referred to arbitration. Any such agreed to arbitration shall be in accordance with the provisions of *The Arbitration Act, 1992* (Saskatchewan).

13.8 References to websites, and/or website locations, in this Program Terms and Conditions Document may be changed at any time by SaskPower, in SaskPower's sole discretion. Contact SaskPower if a website (or website location) referenced in this Program Terms and Conditions Document cannot be found.