

TERMS AND CONDITIONS OF SERVICE

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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 Customers and includes all new and existing Customers of SaskPower. The Terms and Conditions of Service define the basic requirements of Customers with respect to all Electrical Services and other SaskPower Services with the exception of matters dealt with in SaskPower's OATT.

1.3 In Force

These Terms and Conditions of Service come into force on June 19, 2003.

1.4 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.

2. Definitions

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

"Customer" means every Person who accepts, uses or otherwise is the recipient of Electrical Service or any other SaskPower Service.

"Customer's Property" means the premises, land and/or property owned or occupied by a Customer.

"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.

"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.)

"Electrical Permit" means an electrical permit required pursuant to *The Electrical Inspection Act, 1993* (Saskatchewan).

“Electrical Service” means the delivery of Electrical Energy and the service associated with the provision of Electrical Energy by SaskPower to its Customers.

“Electrical Service Requirements” or “ESR” means a SaskPower document outlining the requirements for the connection of Electrical Service, or any other SaskPower Service, to SaskPower Facilities and Equipment that may be updated from time to time.

“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.

“Facilities” means physical facilities including, without limitation, transmission and distribution lines, powerlines, wires, transformers, Meters, Meter reading devices and other electrical apparatus.

“Force Majeure” means any event beyond the reasonable control of SaskPower including therein but without restricting the generality thereof:

- (a) Lightning storms, earthquakes, landslides, floods, washouts, and other Acts of God;
- (b) Fires, breakage of, failure of, or accidents to Facilities, machinery, Equipment or storage Facilities;
- (c) Strikes, lockouts, or other labour disturbances;
- (d) Failure to obtain supplies respecting the distribution of Electrical Energy or provision of Electrical Services; and
- (e) Civil disturbances, sabotage, war, blockades, insurrections, vandalism, riots, epidemics.

“Grid” means SaskPower’s network of electrical power lines and connections within its Service Area.

“Interconnected Entity” means any Customer with an Interconnection Facility.

“Interconnection Facility” means Facilities of a Customer interconnected with SaskPower’s Grid.

“Load” means the Demand and Electrical Energy delivered or required to be delivered at a Customer’s Property.

“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.

“Meter” means a device that measures and records the amount of Electrical Energy and/or Demand consumed by a Customer.

“Metering” means the installation, operation and reading of a Meter.

“Metering Equipment” means Equipment used for Metering.

“NERC” means the North American Electric Reliability Council.

“New Service” means the provision of first time Electrical Service, or any other SaskPower Service, regarding electrical installation from SaskPower to a Customer.

“Non-Utility Generator” means an independent power producer interconnected to SaskPower’s System in accordance with one of SaskPower’s Non-Utility Generation Programs.

“Person” includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative or organization.

“*The Power Corporation Act*” or “Act” means an act of the Province of Saskatchewan governing the rights, obligations and powers of SaskPower.

“Point of Delivery” means the location where SaskPower’s Facilities and Equipment end and the Customer’s Facilities and Equipment begin.

“Published Rates” means SaskPower Electrical Energy rate schedules as published from time to time.

“Request for Electrical Service Form” means a request form for New Service or the extension of Electrical Service or any other SaskPower Service.

“Rural” means the area outside the legal limits establishing an urban area.

“SaskPower” means Saskatchewan Power Corporation.

“SaskPower Service” means any and all services provided by SaskPower to its Customers.

“SaskPower’s Business Administration Manual” means a manual outlining SaskPower’s business administration practices and policies.

“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.

“SaskPower’s OATT” means SaskPower’s Open Access Transmission Tariff.

“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.

“Special Contract” means a written agreement concluded between SaskPower and a Customer.

“Temporary Service” means any SaskPower Service that will be used by the Customer for any duration less than two (2) years.

“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.

“Urban” means the area within the registered limits of a city, town, or village.

3. Interpretations

3.1 Conflicts

(a) 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.

(b) 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 SaskPower Customer Services. Customers must provide all information deemed necessary by SaskPower which may include, at SaskPower’s sole discretion, a completed Request for Electrical Service Form.

4.2 Technical Requirements for Service

(a) 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.

(b) 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:

- (i) disconnect the Customer's Facilities or Equipment from SaskPower's System; or
- (ii) 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 this article 4.2(b) in addition to any other Terms and Conditions of Service.

(c) 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, 1993 (Saskatchewan), 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 of SaskPower, and where applicable, the First Nation and/or Indian and Northern Affairs Canada (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

(a) 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.

(b) 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

Application for Temporary Service shall be made through SaskPower Customer Services. Customers must provide all information deemed necessary by SaskPower which may include, at SaskPower's sole discretion, a completed Request for Electrical Service Form.

(a) Distribution Connected Customer

Temporary Services are installed at full cost to the Customer.

(b) Transmission Connected Customers

Customers are responsible for the full estimated installation costs for Temporary Services. The cash down payment requirement and the payment conditions for the balance of construction costs for each temporary service project are determined by SaskPower according to credit risk associated with the project.

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 Billing Commencement

Unless otherwise agreed to by SaskPower, billing for new Electrical Services will commence on the earlier of:

- (a) The date the Customer requests delivery of the Electrical Service; or
- (b) 60 days following completion of the Electrical Service installation.

4.15 Disconnection and Salvage

(a) Requests to Disconnect

Requests to disconnect Electrical Services may be made by the Customer associated with the Electrical Service.

(b) Salvage of SaskPower Facilities and/or Equipment

(i) Salvage of SaskPower Facilities and/or Equipment involves the physical removal of the SaskPower Facilities and/or Equipment installed to serve a Customer's Property. This may include SaskPower Facilities and/or Equipment located on and/or off the Customer's Property being served.

(ii) SaskPower may Salvage SaskPower Facilities and/or Equipment in whole or in part:

- A. Immediately upon request by the Customer and authorization of the registered owner of the Property being served;
- B. For any oilfield account, immediately upon receipt of request for disconnection by the Customer on such oilfield account; or
- C. For any Electrical Service disconnected for 30 days or more.

(c) Reconnection of Service

If an Electrical Service is disconnected at the Customer's request and the same Customer, or a co-occupant, representative or agent of that Customer, requests reconnection of that Electrical Service prior to salvage of the SaskPower Facilities and/or Equipment related to the disconnected Electrical Service, SaskPower may require that the Customer pay the costs to disconnect and reconnect the Electrical Service, plus all or some portion of the total of the Minimum Bill(s) (as set out in SaskPower's Published Rates) that SaskPower would have charged during the period of the disconnection had the Electrical Service not been initially disconnected.

(d) Change of Ownership

When the registered owner of a Property has been notified of SaskPower's intent to salvage SaskPower Facilities and/or Equipment that serve such Property, and ownership of that Property is changed, it shall be the responsibility of the original owner to advise the new owner of SaskPower's intent.

(e) Reinstallation of Electrical Service

Any request for installation of Electrical Service to a Property following the salvage of SaskPower Facilities and/or Equipment serving such Property, in whole or in part, shall be considered a new Electrical Service application. If the same Customer, or a co-occupant, representative or agent of that Customer requests the re-electrification of a Property within 12 months of SaskPower Facilities and/or Equipment serving such Property being salvaged, the Customer shall be responsible for all construction costs.

4.16 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.

4.17 Restriction on use of Service

(a) General

Customers shall ensure that Electrical Services and any other service provided to them by SaskPower are not used:

- (i) For an illegal purpose;
- (ii) In an illegal manner; or

(iii) In any way which prevents other Customers from fairly and proportionately using Electrical Services or any other SaskPower Service.

(b) Provision of Electrical Energy to a Third Party

No Customer or any other Person may directly or indirectly supply, sell, distribute or transmit Electrical Energy to any Person unless authorized by SaskPower, in its sole discretion.

(c) 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.

4.18 Termination of Service

SaskPower reserves the right to suspend or terminate without notice Electrical Service or any other SaskPower Service at any time for any reason, including, but not limited to, the following:

- (a) To prevent fraudulent use of Electrical Energy;
- (b) To protect SaskPower property or Electrical Service or any other SaskPower Service to its Customers;
- (c) If a Customer fails to comply with these Terms and Conditions of Service;
- (d) If SaskPower is ordered by a government authority with jurisdiction or law enforcement agency to suspend or terminate such Electrical Service or other SaskPower Service; or
- (e) Safety reasons, including persons from bodily injury or death.

4.19 Corporate Contribution Policies

(a) 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.

(b) Recapture

SaskPower invests in a new or expanded Electrical Service on the premise that this investment will be recovered from the future revenues of the Electrical Service. Should the Customer disconnect the Electrical Service before the investment can be recovered through revenues SaskPower reserves the right to seek recovery of any shortfall from the Customer.

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 Facilities and Equipment 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 Power Corporation Act* and SaskPower's current vegetation management guidelines and processes.

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 to 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

Unless otherwise required or agreed to by SaskPower, in its sole discretion, SaskPower shall furnish, install and maintain Metering Equipment and 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

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

7.2 Customer Information

(a) Individuals

The following information is required for billing of an individual:

- (i) Two pieces of identification acceptable to SaskPower;
 - (ii) Information, including place of employment, contact name, residential and business phone number, date of birth, mailing address and previous address; and
 - (iii) Identification of all Persons over the age of 18 whom will be receiving Electrical Service or any other SaskPower Service.
- (b) Commercial

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

- (i) The type of entity such as “limited company”, “sole proprietorship”, or “partnership” to be receiving Electrical Service or any other SaskPower Service;
- (ii) The registered name of the limited company;
- (iii) The name the business is “operating as” (i.e. the trade name or the name on the sign or marquis);
- (iv) The full name, residence address and residence phone number of the proprietor and each partner;
- (v) The business phone number;
- (vi) The property owner’s name, address and phone number;
- (vii) The principal shareholder(s) for the limited company and each shareholder(s) residence, phone number(s); and
- (viii) The name of a contact individual for future inquiries.

The Customer is required to contact SaskPower to make changes to the information provided in subsection 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 in time intervals determined reasonable by SaskPower, in its sole discretion.

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.

(a) 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.

(b) 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

SaskPower may require, in its sole discretion, a Customer provide a security deposit as a condition of SaskPower Service or for continuation of SaskPower Service. SaskPower reserves the right to disconnect or curtail SaskPower Service to a Customer, or refuse to provide SaskPower Service to a Person applying to be a new Customer, if required security deposits are not provided.

7.7 Joint Billing

(a) 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.

(b) 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 collection activities which may result in the discontinuance or termination of Electrical Service or any other SaskPower Service in accordance with subsection 7.13 of the Terms and Conditions of 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 Accounts in Arrears

Customer accounts in arrears 45 days or longer may be subject to collection activity by SaskPower. Electrical Service may be curtailed or disconnected by SaskPower, at SaskPower's sole discretion, until the account is paid in full or payment arrangements acceptable to SaskPower are agreed to with the Customer.

7.14 Revenue Protection

(a) Recovery

If SaskPower determines, in its sole discretion, that a Customer has been deliberately diverting or stealing Electrical Energy, tampering with a Meter, or deliberately misleading SaskPower employees with respect to matters including, but not limited to, billing and rates, SaskPower may take steps to recover the under-billed amount.

(b) Disconnection of Service

Disconnection of Service – If SaskPower determines, in its sole discretion, that a Customer has been deliberately diverting or stealing energy, or tampering with a Meter, SaskPower may immediately disconnect that Customer’s Electrical Service without advance notice.

(c) Reconnection of Service

SaskPower may require as a condition of reconnection of Electrical Service disconnected under 7.14(b):

- (i) Full payment of all uncollected charges, including late payment charges, as determined by SaskPower;
- (ii) Full payment of all costs required to repair any SaskPower Facilities or Equipment damaged as a result of the diversion or tampering;
- (iii) Full payment of a security deposit as determined by SaskPower; and/or
- (iv) A valid Electrical Inspection Permit for the premises where Electrical Service was disconnected.

(d) Prosecution

In instances where SaskPower, in its sole discretion, determines there has been theft of Electrical Energy, prosecution for the theft may occur.

7.15 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.

7.16 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 which may include, but are not limited to, payment of the outstanding account, a reconnection fee, a security deposit, or any other payment arrangements acceptable to SaskPower.

7.17 Cancellation of Service

(a) Discontinuance of Service

If a Customer intends to discontinue Electrical Service or any other SaskPower Service, the Customer shall:

- (i) 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);
- (ii) Provide SaskPower access to read the Customer's Meter;
- (iii) Provide SaskPower with forwarding mailing/contact information; and
- (iv) Pay all amounts owing to SaskPower on the Customer's final bill.

(b) Transfer of Account

If the Customer is applying for another 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.

7.18 Set-Off

SaskPower may set-off any amounts owing by a Customer for any SaskPower Service or Electrical Service against any other SaskPower account of the same Customer.

8. Customer Peak Demand

(a) This section 8 applies to a Customer that:

- (i) Is not under an existing Special Contract;
- (ii) Has a load of greater than 2 MVA; and
- (iii) Is on a Published Rate at voltages of 25, 72, 132 or 230 kV.

(b) Maximum Peak Demand for Existing Customer

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.

(c) Maximum Peak Demand for New Customers

- (i) 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.
- (ii) 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.
- (iii) 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.

(d) Maximum Peak Demand Increases

- (i) Prior to increasing a Customer's Maximum Peak Demand, the Customer must provide a request to SaskPower with reasonable notice of their Load increase.
- (ii) If reasonable notice of a proposed increase in the Maximum Peak Demand is not provided to SaskPower by a Customer, SaskPower may require the Customer to limit their Load.

(e) Minimum Demand Payment for Customers Connected at 72kV or Greater

A Customer requesting a new Electrical Service installation connected at 72kV or greater, or a capacity increase to an existing Electrical Service that will be at 72kV or greater, will be required to enter into a contract with SaskPower that commits them to a minimum demand payment for that Electrical Service. The minimum demand payment will be based on 75% of the total requested demand utilized for design of the Electrical Service and the applicable demand charge. Terms and duration of the minimum demand charge will be stated in the contract.

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 SaskPower's Business Administration Manual or the terms of other programs adopted by SaskPower from time to time.

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, as amended from time to time:

- (a) Non-Utility Generation Interconnection Requirements at Voltages 72kV and above;
- (b) Non-Utility Generation Interconnection Requirements at Voltages 34.5kV and below.

The detailed engineering and other costs associated with ensuring compliance are the responsibility of the Interconnected Entity.

9.3 Non-Compliance with Technical Requirements for Interconnection

SaskPower may refuse to allow interconnection of the Interconnection Facility or otherwise disconnect any Interconnection Facility that is not in compliance with the technical requirements for interconnection as set out in subsection 9.2.

9.4 Request for Interconnection and Study

Unless otherwise agreed to by SaskPower, in SaskPower's sole discretion, a Non-Utility Generator may not interconnect to SaskPower's System until a formal interconnection study is completed by SaskPower.

9.5 Interconnection Agreement

An Interconnected Entity wishing to operate any generator interconnected with SaskPower's System must enter into an interconnection agreement with SaskPower.

9.6 Refusal of Interconnection

If a Customer refuses to sign an interconnection agreement, SaskPower will refuse the Customer the ability to interconnect the Customer's generator to SaskPower's System.

9.7 Power Purchase Agreements

An Interconnected Entity proposing to sell Electrical Energy to SaskPower must enter into a power purchase agreement with SaskPower. SaskPower may decline to enter into such agreements at its discretion.

9.8 Reliability 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

Maintenance and Repair of Facilities and Equipment

SaskPower maintains and repairs SaskPower Facilities and Equipment at no additional charge to the Customer unless:

- (a) The maintenance or repair is required for reasons other than normal wear or undetermined failure;
- (b) The Customer requests the maintenance or repair be completed pursuant to any SaskPower policy, guideline or directive that deems the Customer responsible for such maintenance or repair costs;
- (c) The repair or maintenance is the direct result of the Customer's actions; or
- (d) 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

A Customer may apply in writing to be billed on a rate schedule other than the rate schedule which the Customer is currently being served. SaskPower may, in SaskPower's sole discretion, reject, defer or approve such application. Unless otherwise determined by SaskPower in its sole discretion, 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 Services

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:

- (a) 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;
- (b) To maintain the safety and reliability of SaskPower's System, or a connecting entity's electrical system; or
- (c) 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

- (a) Notwithstanding anything contained in these Terms and Conditions or in any agreement between SaskPower and a Customer or any other person, SaskPower or its affiliates, or any of their directors, officers, agents, contractors, assigns or employees shall not be liable under any circumstances whatsoever for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever or howsoever caused, 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, including any failure to meet an in-service date, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such services, whether arising in contract, tort, negligence, strict liability, indemnity or any other basis, with the sole exception of direct physical damages suffered by a Customer and occurring as a direct result of the gross negligence or willful misconduct of SaskPower or its employees acting within the scope of their employment.
- (b) “Direct physical damages” shall not include any indirect, consequential, incidental, special, exemplary or punitive damages or damages, however characterized, for loss of use, 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.
- (c) 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. SaskPower does not guarantee or promise uninterrupted service.

14.2 Indemnification

- (a) 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.

- (b) 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.