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TERMS AND CONDITIONS FOR ELECTRIC SERVICE – MEMBERS

Blue Mountain Power Co-op (BMPC)



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ARTICLE 1 – PREAMBLE

In accordance with the provisions of the *Electric Utilities Act* (“EUA”) and the Regulations made thereto (“Regulations”), the Rocky Rural Electrification Association doing business as Blue Mountain Power Co-op (BMPC) in its role as a wire owner will carry out the functions necessary to furnish electric facilities to its Member in its service area to enable the Member to purchase electricity for that Member’s own use from a Retailer.

These Terms and Conditions are intended to govern the relationship between BMPC and its Member(s) that require a Service Connection to BMPC's electric distribution system. These Terms and Conditions will also govern the relationship between BMPC and Retailer(s) or any other person whom the Member has assigned to act on its behalf in its dealings with BMPC, regarding the interconnection to its electric distribution system.

These Terms and Conditions serve as a companion to the Terms and Conditions for Distribution Access - Retailer that is intended to enable Retailers to acquire access to BMPC’s electric distribution system for the purposes of allowing them to sell electricity directly to BMPC’s Members.

These Terms and Conditions serve as a companion to the Terms and Conditions for Distribution Access – Distribution Connected Generators contained in the Micro-Generator Agreement that is intended to enable power producers to acquire access to BMPC’s electric distribution system.

The Board of Directors of BMPC regulates the service provided by BMPC hereunder, and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to BMPC or to the Alberta Utilities Commission (AUC).

The Board of Directors of BMPC has approved these Terms and Conditions.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions, the Electric Service Tariff or an application, contract or agreement for service, shall have the meanings set forth below:

“Act” means the *Electric Utilities Act*.

“Association” means the Rural Electrification Association or its successor.

“Association Credits” means amounts paid by the Association towards the cost of the Distribution Extension Costs. This includes the Association’s basic investment plus or minus prepaid line share.

“AUC” means the Alberta Utilities Commission.

“BMPC” means the *Blue Mountain Power Co-op or its successor*.

“Billing Demand” means the demand (expressed in kilovolt Amp (kVA), kilowatt (kW), or other suitable unit), upon which billing to a Member is based.

“Board” means the Board of Directors of BMPC;

“Business Day” means a business day is any day other than Saturday, Sunday or a statutory holiday in the Province of Alberta.

“Customer” means a person enrolled with the Retailer;

“Demand” means the maximum rate at which electric energy is delivered (expressed in kilovolt Amp (kVA), kilowatt (kW), or other suitable unit).

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

“Distribution Extension Costs” means the costs to extend service to a Member and include the costs of materials, labor, expenses, allocated overhead, and any other costs incurred by BMPC in extending service to a Member.

“Distribution Tariff” means a distribution tariff prepared by BMPC in accordance with the *Distribution Tariff Regulation*, as amended from time to time.

“Electric Service Contract” means an agreement for the provision of a Service Connection pursuant to these Terms and Conditions, between BMPC and a Member.

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

“Electric Service Tariff” means a Distribution Tariff and Regulated Rate Tariff prepared by BMPC.

“Energy” means electric energy (expressed in kilowatt hours (kWh) or other suitable units).

“Energy Contract” means a contract between BMPC and a Member that sets out the price that the Member will pay for Electricity Services over a specified period of time.

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

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

“Generating Member” means a Member with on-site generating equipment that is interconnected with BMPC’s distribution facilities.

“In-service Date” means the date on which the Member specifies service is to be available or the date the service is actually available, whichever is later.

“Interconnected Companies” means those other electric utility companies that are connected to BMPC’s electrical system.

“Interconnected System” means those portions of BMPC’s facilities which are connected with the electrical systems of other electric utilities in the Province of Alberta commonly known as the Alberta Interconnected Electric System (AIES).

“Investment” means the Association’s investment in the construction or modification of facilities

“Load” means the demand and energy delivered to or required at any Point of Service.

“Member” means the Member of BMPC;

“Member Contribution” means the amount that a Member must pay to have a new service installed.

“Point of Service” means the point at which BMPC’s service conductors are connected to the conductors or apparatus of a Member. (REA Metering Guide)

“Power Factor” means the ratio of the highest metered kilowatt demand in a billing period to the highest metered kilovolt Amp demand in that same billing period.

“Power Pool” means the scheme operated by the persons appointed under the Act, as amended from time to time, for the dispatch and exchange of electric energy and financial settlement for the exchange of electric energy.

“Prepaid Line Share” means the benefit that certain members receive from payments made by other members in distribution extension costs.

“RRR” means the *Roles, Relationships and Responsibilities Regulation*, as amended from time to time.

“Rate Schedule” means the schedule of BMPC’s distribution tariffs as approved from time to time by the board of directors of BMPC pursuant to Section 102(2)(c) of the Act.

“Regulated Rate Option” means the RRO rate, as defined in Section 1(f) of the *Regulated Rate Option Regulation*, as amended from time to time or such other regulations made by the Minister under section 108 of the Act.

“Regulated Rate Customer” means an eligible customer who is not receiving electricity services from a retailer;

“Regulated Rate Tariff” means a regulated rate tariff prepared by BMPC pursuant to the *Regulated Rate Option Regulation* and Section 103 of the Act.

“Retailer” means a person who sells or provides Electricity Services directly to Members and who is entitled to enroll Members for Distribution Access Service under BMPC's Terms and Conditions for Distribution Access Service - Retailer.

“Service Connection” means the connection of BMPC's distribution system Facilities to the Member's privately-owned facilities.

“Settlement System Code” means the rules governing the roles, standard practices and process of the various organizations involved in load settlement in Alberta, made by the AUC pursuant to Section 24 of the Act;

“Site” means a site as defined in accordance with ISO rules for load settlement.

“System Controller” means the person(s) appointed by the Power Pool Council under the Act to carry out the system control function of the Power Pool.

“Terms and Conditions” means the Terms and Conditions for Electric Service - Members.

“Transmission Administrator” means the person(s) appointed by the Lieutenant Governor in Council under the Act.

2.2 Conflicts

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

2.3 Headings

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

ARTICLE 3 – GENERAL PROVISIONS

3.1 Board Approval

The Board of Directors of BMPC has approved these Terms and Conditions. BMPC may amend these Terms and Conditions from time to time.

3.2 Electric Service Tariff

BMPC's Electric Service Tariff is available for public inspection during normal business hours at the business offices of BMPC.

These Terms and Conditions form part of the Distribution Tariff and are established pursuant to Section 7 of the Distribution Tariff Regulation.

3.3 Effective Date

These Terms and Conditions come into force on May 28, 2019.

3.4 Terms and Conditions Prevail

- a) These Terms and Conditions, as amended from time to time, apply to BMPC and to every Member to which BMPC provides a Service Connection. These Terms and Conditions also govern the relationship between BMPC and a Retailer or any other person for whom the Member has assigned to act on its behalf in its dealings with BMPC regarding the provision of an interconnection to its electric distribution system.
- b) The application for a Service Connection, the entering into an Electric Service Agreement, the use by the Member of a Service Connection to obtain Distribution Access Service or the payment by the Member of an account rendered by BMPC in relation to a Service Connection shall constitute acceptance by the Member of these Terms and Conditions.
- c) No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Board.

3.5 Ownership of Facilities

- a) BMPC remains the owner of all Facilities necessary to provide a Service Connection to the Member.
- b) Payment made by Members for costs incurred by BMPC in installing Facilities does not entitle Members to ownership of any such facilities.



3.6 Fees and Other Charges

BMPC will provide all standard services pursuant to the Distribution Tariff Regulation and the Regulated Rate Tariff Regulation. All additional, supplementary, or other miscellaneous services provided by BMPC to a Member (or Retailer) will be charged a separate rate or fee. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

Fees for Energy shall be set out in an Energy Contract if the Member has signed one. Alternatively, if the Member has not signed an Energy Contract, fees for Energy shall be determined in accordance with the Regulated Rate Option Regulation.

ARTICLE 4 – ESTABLISHMENT OF SERVICE

4.1 Application for Service Connection

To enable BMPC to provide the requested service, applicants for service shall supply information regarding the location of the premises to be served, the Member's connected load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information or reference and any other information that may be required by BMPC.

Upon receipt of the required information, BMPC will advise the applicant of the type and character of the Service Connection it will furnish to the Member, and any special conditions that must be satisfied.

4.2 Method of Application

4.2.1 Form and Acceptance of Application

All Members must be sixteen (16) years of age per Section 10(3) of the Rural Utilities Act to contract for service with BMPC. BMPC reserves the right to verify the identity of the Member and the accuracy of the information provided and to require the Member to sign an application in writing on forms provided by BMPC.

A Member shall be required to sign BMPC's Electric Service Contract before construction of the service will proceed.

4.2.2 Application by Retailer or Other Person

A Retailer or any other person acting as an agent of a Member cannot apply for a Service Connection on behalf of the Member.

4.3 Establishment and Re-establishment of Credit or Deposits

4.3.1 Establishment of Credit

BMPC may grant credit to a Member who is able to meet any of the following requirements:

- a) Letter of Credit from a recognized financial institution,
- b) Approved loan from a financial institution,
- c) Credit Bureau Report to the satisfaction of General Manager or delegate.

When credit cannot be established to the satisfaction of BMPC, the applicant will be required to pay for service in advance.

4.3.2 Prepayments

Current Member in Arrears

BMPC may require a Member to post a pre-payment if the Member becomes delinquent in the payment of 3 or more bills within a twelve (12) consecutive month period or has been disconnected from service during the last twelve (12) months.

New Member

BMPC may require a new Member to post a prepayment.

4.3.3 Amount of Pre-Payment

The amount of pre-payment required by BMPC to establish or re-establish credit shall be determined by BMPC in its sole discretion.

4.3.4 Refunds of Pre-Payment

A pre-payment is refunded to the Member when the Member has paid all amounts owing to BMPC for a period of 36 consecutive months.

4.3.5 Use of Pre-payment

If a Member fails to pay an amount billed when due, BMPC may apply all or any portion of a Member's pre-payment toward settlement of the outstanding amounts. When BMPC has taken this step, the Member may be required to re-pay to BMPC the amount deducted to top up the pre-payment or such other amount as determined by BMPC. Upon termination of a Service Connection, BMPC may apply all or any portion of a Member's pre-payment, toward payment of any amount due and owing by that Member.

4.4 Rejection of Application

BMPC may, without limitation, reject any applicant's request for a Service Connection when:

- a) The Member does not have currently in force all permits or other authorization that may be required for the installation of the Service Connection as defined in Section 4.6; or
- b) BMPC determines, in its sole discretion, that the Member is not creditworthy, or a previous account held by the Member with BMPC is in arrears; or
- c) The Member fails to provide a security deposit or letter of credit from a suitable financial institution in form acceptable to BMPC; or

- d) BMPC determines that the form of the Electric Service Agreement is not appropriate for the Service Connection due to its unique nature and the Member refuses to enter into an alternate form of agreement acceptable to BMPC; or
- e) Any representation made by the applicant or the Member to BMPC for the purpose of obtaining a Service Connection is, in BMPC's opinion, fraudulent, untruthful or misleading; or
- f) The Member has not, when requested by BMPC to do so, provided a signed written application for a Service Connection, or an Electric Service Agreement or;
- g) The proposed loads, in BMPC's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Members, the public safety, or the safety of BMPC's personnel or BMPC's Facilities or equipment.

4.5 Electric Service Agreement

A Member shall be required by BMPC to sign an Electric Service Agreement in respect of a Service Connection. The Electric Service Agreement shall be signed by the Member and not by its Agents.

In the absence of a signed Electric Service Agreement, the supplying of a Service Connection by BMPC and the acceptance thereof by the Member shall be deemed to constitute an Electric Service Agreement by and between BMPC and the Member for delivery, acceptance, and payment for electric service under BMPC's applicable Rate Schedules and Terms and Conditions.

If any provision of the Member's Electric Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of its Electric Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

4.6 Approvals

The Member for a Service Connection shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. BMPC shall not be required to commence or continue installation or operation of a Service Connection unless and until the Member has complied with the requirements of all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all BMPC requirements applicable to the installation and operation of the Service Connection.

4.7 Temporary Service

Where BMPC reasonably believes that a requested service will be temporary, it may require the Member requesting the service to pay BMPC in advance of a Service Connection, the estimated cost of facilities plus the estimated cost of installation and removal of facilities necessary for the desired service, less the value of the salvaged material.

Where the duration of service is to be less than one month, the Member may be required to advance a sum of money equal to the estimated bill for service.

4.8 Information and Requirements for Service

4.8.1 Distribution Service Connections

Upon request, BMPC shall provide the Member information on the method and manner of making Service Connections. Such information may include a copy of BMPC's Member Guide to New Extensions, a description of the Service Connection available, location of entrance facilities and metering equipment, and Member and BMPC responsibilities for installation of facilities.

4.8.2 Distribution Access Service

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

- a) Notification and informational materials to consumers about competition and consumer choices.
- b) BMPC's Terms and Conditions for Distribution Access Service.
- c) Direct Members, on request, to a source where they may obtain the current list of licensed Retailers maintained in accordance with the *Fair-Trading Act, S.A. 1998, c. F-1.05 ("Fair Trading Act")*. BMPC is under no obligation to assure the accuracy of this list.

4.9 Application of Rate Schedules

BMPC will make Members aware of the various Rate Schedules they can potentially receive. BMPC will apply the Rate Schedule appropriate for the service requested by the Member. BMPC shall not be required to refund the difference in charges under different Rate Schedules for any past period during which the Member did not request service under an alternate Rate Schedule that may have been available to such Member.



Where the Member's service requirements change so that some other Rate Schedule applies to the service, subject to the above conditions, at the request of the member, BMPC will advise the Member of its eligibility for service under the alternate Rate Schedule, and at the request of the Member, BMPC will change the Member's billing accordingly.

A Member may elect to have service billed on any other Rate Schedule applicable to that Member's service requirements subject to the above conditions. Any change shall not be effective until the next complete billing period. An election under this section may not be made more than once in any 12-month period, unless the Member's service requirements change, and will apply to all arrangements the Member has with BMPC if the Service Connection is billed on more than one Rate Schedule.

In addition to payments for electric service, the Member (or Retailer) is required to pay BMPC the amount of any tax or assessment levied by any tax authority on electric service delivered to the Member.

4.10 Connection Fee

When a Member is connected for the first time at a service location, whether it is a new or existing service location, the Member will pay a membership fee as defined in Appendix A herein.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

After the Member has complied with BMPC's application and deposit requirements and has been accepted for service by BMPC and obtained all required permits and/or inspections indicating that the Member's facilities comply with local construction, safety standards or regulations, BMPC shall schedule that Member for Service Connection.

5.1 Member Provided Facilities and Requirements

5.1.1 Protection of BMPC's Equipment

The Member shall furnish and maintain, at no cost to BMPC, the necessary space, housing, fencing, barriers, and foundations for the protection of the facilities to be installed upon the Member's premises. If the Member refuses, BMPC may at its option furnish and maintain, and charge the Member for furnishing and maintaining, the necessary protection. Such space, housing, fencing, barriers, and foundations shall be in conformity with applicable laws and regulations and subject to BMPC's specifications and approval.

5.1.2 Power Factor

A Member shall design, install, and operate the Member's facilities in such a manner as to maintain a Power Factor of not less than 90%. BMPC may require any Member not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to BMPC such corrective equipment as BMPC may deem necessary under the circumstances.

5.1.3 Compliance with Requirements and Use of Service Connection

The Member will ensure that its facilities comply with the applicable requirements of the Canadian Electrical Code and with any other technical guidelines that may be issued from time to time by BMPC. The Member shall not use its Service Connection or Distribution Access Service in a manner so as to cause interference with any other Member's use of a Service Connection or Distribution Access Service such as abnormal voltage levels, frequency levels and harmonic distortion. At BMPC's request, the Member shall take whatever action is required to correct the interference or disturbance at the Member's expense.

5.1.4 Extensions

A Member shall not extend or permit the extension of facilities connected to BMPC's distribution beyond property owned or occupied by that Member for any Point of Service.



ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

At the request of BMPC, the Member shall grant, or cause to be granted, to BMPC, without cost to BMPC, such easements or rights-of-way over, upon or under the property owned or controlled by the Member as BMPC reasonably requires for the construction, installation, maintenance, repair, and operation of the facilities required for a Service Connection to the Member and the performance of all other obligations required to be performed by BMPC hereunder.

6.2 Right of Entry

BMPC's employees, agents and other representatives shall have the right to enter a Member's property at all reasonable times for the purpose of installing, maintaining, replacing, testing, monitoring, reading, or removing BMPC's Facilities and for any other purpose incidental to the provision of a Service Connection or Distribution Access Service and the Member shall not prevent or hinder BMPC's entry.

6.3 Vegetation Management

The Member shall permit BMPC to manage vegetation on the property owned or controlled by the Member to maintain proper clearances and reduce the risk of contact with BMPC's facilities. BMPC shall make reasonable efforts to notify the Member before such work is performed.

The Member shall not plant any trees or vegetation that will interfere with the safe operation of BMPC's Facilities. Any such trees or vegetation may be removed at the Member's expense.

6.4 Interference with BMPC's Facilities

The Member shall not install or allow to be installed on property owned or controlled by the Member any temporary or permanent structures that could interfere with the proper and safe operation of BMPC's facilities or result in non-compliance with applicable statutes, regulations, standards, and codes.

ARTICLE 7 – DISTRIBUTION EXTENSION

7.1 General Requirements

Upon an applicant's request for a Service Connection, BMPC shall prepare a proposal outlining the estimated cost of the extension to be paid by the applicant.

All agreements requiring payment by the Member or investment by BMPC shall be in writing and signed by each party.

The provisions of this section apply to those Members who, in BMPC's judgment, will have a permanent Service Connection with BMPC. Members for temporary service shall be governed by Section 4.7 concerning temporary service applications.

7.2 Determination of Distribution Extension Costs and Contributions

7.2.1 Distribution Extension Costs

The Distribution Extension Costs incurred by BMPC in the construction of a new Service Connection to a Member may consist of the following:

- a) Local Extension Costs - The cost of local facilities required to construct a Service Connection for the sole purpose of an individual Member, plus
- b) Shared Costs - Where a new extension uses infrastructure paid for by an existing Member, plus
- c) Upgrading Costs - If the Member's Service Connection requires an upgrade to BMPC's Facilities, the upgrade costs incurred by BMPC form part of the Distribution Extension Cost, plus
- d) Neighboring Distribution Utility Costs – If the Service Connection relies on a neighboring distribution utility's facilities and such utility requires payment to extend their distribution system to allow for the construction of a Service Connection, the payment required by the neighboring distribution utility forms part of the Distribution Extension Cost.

7.2.2 BMPC Investment

BMPC may, at its sole discretion, invest in Facilities when:

- a) The investment results in future savings for rebuilding Facilities, or
- b) The investment results in an upgrade to existing Facilities for the benefit of other Members

7.2.3 Member Contribution

The Member Contribution shall be equal to the Distribution Extension Costs less BMPC Investment. If the total Distribution Extension Cost is less than BMPC Investment, the Member will not be required to make any Member Contribution. Under no circumstances would BMPC Investment exceed the Distribution Extension Cost.

7.3 Prepaid Line Share

When a Member provides a Member Contribution under section 7.2 to obtain service and benefits from another Member's Contribution or contributes to the benefit of an existing or future Member, such benefits will be recognized in the prepaid line share calculation.

7.4 Conversion from Overhead to Underground Service

A Member may request that existing BMPC facilities be converted from overhead to underground. The Member will be charged for all costs incurred by BMPC in connection with the conversion.

7.5 Service Modifications

A Member may request that existing BMPC facilities be moved or modified. The Member will be charged for all costs incurred, minus any Investment that BMPC may deem applicable, by BMPC in connection with the modifications.

7.6 Service Dismantles or Transfers

A Member's Distribution Service will be permanently disconnected or transferred upon written request by the Member.

Any outstanding Co-operative Assistance amounts must be paid in full.

7.6.1 Service Dismantles

A Service Dismantle Fee will be charged.

If the Association has made a capital investment of Association Credits in the Distribution Service as contained within the Investment Term of the New Service Agreement, or a payment made by BMPC to FortisAlberta for purchasing the Distribution Service associated with the Service Dismantle, the Service Dismantle Fee will be calculated as follows:

1. The present value of the depreciated capital investment associated with the existing facilities being removed.
2. Plus a per pole fee set in the board approved Fee Schedule. Such fee is subject to yearly review.
3. Minus any amounts actually paid by FortisAlberta in respect of applicable transferred Facilities.

If the Association has not made a capital investment in the Distribution Service, the Service Dismantle Fee will be calculated as follows:

1. A per pole fee set in the board approved Fee Schedule. Such fee is subject to yearly review.

A Member shall pay any applicable Service Dismantle Fee at the time that a Service Dismantle Quote is accepted by the Member.

7.6.2 Service Transfer

Where the Service Transfer is occurring so that the departing Member can receive service from FortisAlberta, a charge will be calculated as follows:

1. The present value of the depreciated capital investment associated with the existing facilities being transferred. This includes any payments made to FortisAlberta to purchase the Distribution Service in the past.
2. Minus any amounts actually paid by FortisAlberta in respect of applicable transferred Facilities.

A Member shall pay any applicable costs at the time that a Transfer of Service Agreement is accepted by the Member.

The Membership of the contract holder will be cancelled as it pertains to the is dismantled or transferred service, and the contract holder has no further claim upon BMPC. If the contract holder has other services, the membership with BMPC remains in place as it pertains to those services.

BMPC shall have an easement for right of way for erecting, maintaining and removing it's distribution system and the line extensions, including the right to carry out the necessary trimming and removal of trees and brush on and over such parts of the said lands as may be necessary to complete the connection required for serving the consumer, and for any continuation of or branch from such extension as BMPC for it's reasonable convenience, requires to enable it to serve other consumers.

In the event that the contract holder wishes to re-establish electrical service to the said lands through a contract with BMPC, the contract holder shall pay the full construction cost or transfer cost.

ARTICLE 8 – SERVICE CONNECTION

8.1 BMPC Responsibilities and Liability

8.1.1 Continuous Supply

BMPC shall make all reasonable efforts to maintain continuity of service to its Members, but BMPC cannot guarantee uninterrupted service.

8.1.2 Interruption

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

8.1.3 Reasonable Efforts

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

8.1.4 BMPC Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, BMPC shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Member or a Member's property, resulting from the negligent acts or omissions of BMPC, its employees or agents) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by BMPC to its Members. For the purpose of the foregoing and without otherwise restricting the generality thereof, indirect, special or consequential loss, injury or damage includes loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a Member.

8.1.5 Force Majeure

Should BMPC be unable, because of an event of Force Majeure, to provide a continuous supply of energy to a Member, BMPC's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and BMPC shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, BMPC shall give notice to the affected Members of such Force Majeure.

8.2 Member Responsibilities and Liability

8.2.1 Member Responsibility for Facilities

The Member shall be responsible for the installation and condition of all facilities on the Member's side of the Point of Service, except Facilities owned by BMPC. The Member shall be responsible for any destruction of or damage to BMPC's Facilities located on the Member's premises where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Member or anyone permitted by the Member to be on the premises.

8.2.2 Member Liability

The Member assumes full responsibility for the proper use of the Service Connection provided by BMPC and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on all premises owned or controlled by the Member.

The Member shall indemnify and save harmless BMPC from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of BMPC, its employees and agents.

8.2.3 Protective Devices

The Member shall be responsible for determining whether the Member needs any devices to protect the Member's facilities from damage that may result from the use of a Service Connection. The Member shall provide and install any such devices.

8.2.4 Insurance

The Member shall be responsible for determining whether the Member needs any insurance in the event of an outage or reduction in electrical service.

8.2.5 Service Calls

BMPC may require a Member to pay the actual costs of a Member requested service call if the source of the problem is the Member's facilities.

8.3 Interference with BMPC's Property

No one other than an employee or authorized agent of BMPC shall be permitted to remove, operate, or maintain meters, electric equipment and other facilities owned by BMPC. The Member shall not interfere with or alter the meter, seals, or other facilities or permit the same to be done by any person other than the authorized agents or employees of BMPC.

8.4 Unauthorized Use

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

8.5 Technical Standards of Service

The standard frequency of the Alberta Interconnected Electric System is 60 Hertz.

BMPC's standard supply specifications are listed below. BMPC's voltage limits are in accordance with the Canadian Standards Association.

Upon request by the Member, BMPC may provide other than Standard Supply Voltages or supply arrangements. If this option is chosen, the Member will be responsible for all additional costs associated with provision of service using non-standard supply arrangement or voltages as determined by BMPC.

Standard Voltage Supply (Nominal Voltage)

- a) 240/120 V – single phase, three wire, the Member supplies secondary conductors,
- b) 480/240 V – single phase, three wire, the Member supplies secondary conductors,
- c) 208/120 V – three phase, four wire, the Member supplies secondary conductors,
- d) 480/277 V – three phase, four wire, the Member supplies secondary conductors,
- e) 600/347 V – three phase, four wire, the Member supplies secondary conductors.

ARTICLE 9 – GENERATING MEMBERS

9.1 Service

BMPC shall make all reasonable efforts to enable a Generating Member to interconnect to BMPCs Facilities subject to meeting the Transmission Administrators Technical Requirements for the Interconnection of Generators. The Generating Member must demonstrate that the generator will automatically disconnect in the event that BMPCs distribution system becomes disconnected from the Alberta Interconnected Electrical system.

The Generating Member is responsible to pay for all costs associated with the interconnection of the generator. The charges and credits shall include, but are not limited to:

- a) The cost of upgrading the existing system required to accept the energy,
- b) Rebuild benefits associated with the upgrade of the existing system,
- c) The cost of engineering to interconnect to BMPC's distribution system,
- d) The cost of constructing the Extension,
- e) The cost or credit associated with line share.

The Generating Member is responsible to procure, install, and pay for all costs associated with meters and associated systems to provide meter data pursuant to the System Settlement Code and any applicable legislation or regulation.

The Generating Member is responsible to pay for Distribution Access Service according to the Distribution Tariff approved by the Board of Directors and updated from time to time.

A Generating Member is required to enter into the applicable operating and commercial agreements as determined by BMPC.

ARTICLE 10 – METERS

For Members with on-site generation, please refer to Article 9. For Members without on-site generation, the following shall apply.

10.1 Installation of Meters

10.1.1 Provision and Ownership

BMPC shall provide, install, and seal one or more meters for the purpose of measuring the Energy delivered to a Member by way of a Service Connection. Time of use or interval meters and associated communication equipment shall be installed for a Member who has a connected load exceeding the threshold defined under the Settlement System Code. Each meter shall remain the sole property of BMPC.

10.1.2 Responsibility of Member

Each Member shall provide and install a CSA-approved meter receptacle or other CSA-approved facilities suitable for the installation of BMPC's meter or metering equipment. BMPC may supply the meter receptacle where the breaker panel and meter receptacle are one unit.

10.2 Location

Meter locations shall be approved by BMPC based on type of service and convenience of access to the meter. Where a meter is installed on a Member-owned pole, the pole shall be provided and maintained by the Member as required by the Canadian Electric Code and any other applicable legislation.

10.3 Access to Meters

BMPC may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Member.

10.4 Meter Test and Adjustments

BMPC may inspect and test a meter at any reasonable time. At the request of a Member, BMPC shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated for this purpose.

If a test determines that the meter is not accurate within the limits set by Measurement Canada, the Member's bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test on the date of the meter installation, whichever occurred later. BMPC shall not be liable to the Member for any additional costs that are associated with such metering or meter reading errors.

BMPC reserves the right to assess a charge to the Member for a meter test, in circumstances where BMPC has not been responsible for any metering error, as set forth Appendix A.

10.5 Energy or Demand Diversion

If under any circumstances, a person prevents a meter from accurately recording the total demand or energy supplied, BMPC may disconnect the service, or take other appropriate actions.

BMPC may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Member shall pay the cost of the estimated demand and energy consumption plus all costs related to the investigation and resolution of the diversion.

10.6 Changes to Metering Equipment

Should the Member request new metering equipment beyond the basic service, BMPC shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Member and meet BMPC's requirements. The Member shall bear the cost of providing and installing the metering equipment and ongoing operating costs. The metering equipment shall become the property of BMPC and will be maintained by BMPC. BMPC shall complete installation of the metering equipment within a reasonable period of time after delivery from the supplier. BMPC shall bill the Member prior to installation, and the Member shall pay BMPC in full prior to installation.

Should the Member request to return the metering equipment to its previous basic form, the Member shall bear the cost of removal and installation of the metering equipment.

Upon request by the Member, BMPC may provide other metering services, above standard metering service, in its discretion, acting reasonably and may charge separate fees for such service.

10.7 Totalized Metering

BMPC will consider each Site a Point of Service and will apply the applicable Rate Schedule to each Site.



ARTICLE 11 – RENDERING AND PAYMENT OF BILLS

11.1 Reading and Estimates

Meter data will be based on meter readings made by BMPC from time to time or on estimates for those billing periods when the meter is not read. BMPC reserves the right to assess a charge to the Member (or Retailer) for reading the meter as defined in Appendix A.

For Members whose load requirements are small, consistent, and can be accurately predicted, the billing demand may be determined, at the sole discretion of BMPC, by circuit breakers or from the nameplate rating of the Member's equipment, rather than being metered.

11.2 Prorating of Bills

The amount of any initial and final charges, other than energy, may be prorated, based upon the ratio of the number of days that service was provided to a Member in the billing period to the total number of days in the billing period.

BMPC may elect to change a Member's meter reading schedule.

Where a meter reading schedule is changed, any charges other than energy, during the transition period between the old and new meter reading schedule, may be prorated based upon the ratio of the number of days that service was provided to a Member in the transition period to the total number of days in a normal billing period (30) days.

BMPC may elect not to charge a Member for the billing period if, during that period, demand was five kilowatts or less, service was provided for five days or less and energy consumption was five kilowatt hours or less.

For all new accounts, BMPC may add the charges for service provided during the initial period to the bill for the following billing period.

11.3 Payment

The Member shall pay all amounts required to be paid under these Terms and Conditions upon receipt of a bill for the amounts. Bills shall be deemed rendered and other notices duly given when delivered to the Member. Failure to receive bills rendered from BMPC will not entitle the Member to any delay in the settlement of each account or to any extension of the date after which a late payment charge becomes applicable. Any bill rendered to a Member for which valid payment has not been received by the date indicated on the bill shall be considered past due. BMPC reserves the right to assess a late payment charge as set forth in Appendix A.

11.4 Summary and Consolidated billing

BMPC will issue a separate bill for each Point of Service.

11.5 Returned Cheque Fee

BMPC reserves the right to assess a service charge in respect of any cheque returned by the Member's bank for any reason as defined in Appendix A.

11.6 Adjustment of Bills

11.6.1 Billing Error

- a) If a Point of Service is found to have been overcharged due to billing error, BMPC will calculate the amount of the overcharge up to a **maximum of 8 years** immediately preceding the month in which the billing error was discovered, or
- b) If the Point of Service has been found to have been undercharged due to a billing error, BMPC will calculate the amount of the undercharge for those billing periods during which a billing error occurred, up to a **maximum of 11 months** immediately preceding the month in which the billing error was discovered.

11.6.2 Unauthorized Use

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

11.7 Peak Metered Demand Waiver

BMPC may forgive new peak demand incurred by the Member if such demand is as a result of acts or omissions of BMPC, its servants or agents arising out of or in any way connected with failure, defect, fluctuation or interruption in the supply of electric energy or Distribution Access Service to the Member (or Retailer) or which resulted from catastrophic failure, which consequently required the simultaneous start of the Member's equipment. In this situation, the Member's normal demand will replace the new peak demand for billing purposes.

ARTICLE 12 – CHANGE IN SERVICE CONNECTION

12.1 Prior Notice by Member

A Member shall give BMPC reasonable prior written notice of any change in service requirements, including any change in load to enable BMPC to determine whether it can supply such revised service without changes to its facilities.

The Member shall not change its requirement for a Service Connection without BMPC's written permission. The Member shall be responsible for all damage caused to BMPC's distribution system as the result of the Member changing its requirements for a Service Connection without BMPC's permission.

12.2 Relocation of BMPC Facilities

BMPC may require a Member to pay all reasonable costs incurred by BMPC in relocating any BMPC facility at the Member's request.



ARTICLE 13 – SERVICE DISCONNECTS AND RECONNECT

13.1 Disconnection and Idle Service

Upon the request of the Member, BMPC shall temporarily disconnect (idle) any service being provided by BMPC.

An idle service is a service that the member has requested be intentionally modified so that the member cannot draw power.

Services that are active for a portion of the year and idle for the rest of the year are considered short term idle services.

To be eligible for idle, the service must be classified as Rate 210 (farm breakered).

Services that are idle for more than 12 months can be requested to move to long term idle.

Services with outstanding Association Credits and/or Co-operative Assistance amounts do not qualify for Long Term Idle unless all outstanding Association Credits and/or Co-operative Assistance amounts are paid in full.

To prevent long term idle services from being dismantled, Blue Mountain Power Co-op (BMPC) will offer members the option of accumulating idle services fees up to the replacement value of the service if a lien is registered against the property.

BMPC remains the owner of all facilities necessary to provide service to a consumer. Consumers enjoy the privilege and value of membership. However, any contribution made by the consumer does not entitle the consumer to any ownership of such facilities.

BMPC, as the owner of the facility, has the responsibility for the long-term, ongoing maintenance and ultimate replacement of the facility.

Distribution tariffs, including idle service charges, are collected from members for maintenance and replacement of the distribution system. Normal distribution tariffs are reduced to a lesser idle service charge under the assumption that, on average, an idle service may require less maintenance. An idle service fee will be collected from the member for maintenance and replacement of the facility.

Long term idle services are subject to the following terms:

1. Fees will accumulate to a maximum outstanding balance equal to the replacement value of the service determined on the day that the service is deemed a long-term idle service.
2. No penalties will be assessed against the outstanding amount of long-term idle service charges.
3. A lien will be registered at Land Titles against the property for the balance owing of accumulated long-term idle service fees.
4. If a request is received for the service to become active, the outstanding account balance must be paid in full.

If the property is sold, the new owner must agree in writing to either pay outstanding fees, adhere to the idle service policy or have the service salvaged at current salvage fees.

13.2 Disconnection at Request of Retailer

In accordance with applicable Provincial Regulation, the Retailer shall have the right to request that BMPC disconnect service to a particular Member, and BMPC shall comply with that request, unless such action is inconsistent with BMPC's approved policies contained as specified in the Terms and Conditions for Distribution Access Service - Retailer.

13.3 Disconnection by BMPC

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

If a BMPC member uses an average of 5,000 kWh per month (or 60,000 kWh annually), or an average of 20KW of peak demand per month, and is 45 days in arrears of payment of utility bills, BMPC has the right to disconnect electrical service.

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



13.4 Reconnect Service

This section applies when BMPC is asked to reconnect or restore service to a Member whose service was previously restricted by a current-limiting device or disconnected (whether at the request of the Member or not). Before reconnecting or restoring service, the Member shall pay:

- a) Any amount owing to BMPC including written off accounts,
- b) A reconnection charge as defined in Appendix A
- c) The security deposit, if any, required under Section 4 herein, and
- d) The minimum monthly charge for each month of disconnection, if service is reconnected within 12 months of disconnection.

13.5 Removal of Facilities

Upon termination of service, BMPC shall be entitled to remove any of its facilities located upon the property of the Member and to enter upon the Member's property for that purpose. Dismantle policy and fees in place at the time will be applied.



Effective: 2023-10-26

Appendix A – MISCELLANEOUS SERVICE CHARGES

Fees and charges referred to in the Terms and Conditions are set on an annual basis by the board and are contained in the BMPC Fee Schedule.



Effective: 2023-10-26

History

Approved by Board Motion No. 3/5/19 on May 28, 2019
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