

BYLAW NO. 084-00

SCHEDULE 3 DISTRIBUTION TARIFF TERMS AND CONDITIONS

SCHEDULE A – DISTRIBUTION SERVICE AGREEMENT

THIS DISTRIBUTION SERVICE AGREEMENT is entered into between The Town, an owner of an electric distribution system, having its principal place of business in Edmonton, Alberta and *[Insert name of Retailer]*, an entity validly authorized under the laws of Alberta to sell electricity to retail customers in Alberta, having its principal place of business in *[Insert principal place of business of Retailer]* (“Retailer”).

WITNESSETH

WHEREAS The Town provides Distribution Services pursuant to its Distribution Terms approved from time to time by the Town Council; and

WHEREAS The Town desires to provide Distribution Services to Retailer and Retailer desires to obtain Distribution Services from The Town, upon and subject to the provisions of this Agreement

NOW THEREFORE in consideration of the premises and mutual promises and agreements of the Parties herein expressed, the Parties, intending to be legally bound, hereby agree to the following:

1.0. Definitions and Interpretations

“*Agreement*” shall mean this Distribution Services Agreement.

“*Parties*” shall mean The Town and Retailer and their successors and permitted assigns and “*Party*” shall mean any one of the Parties.

All other capitalized words and phases used in this Agreement have the respective meanings ascribed to them in the Terms and Conditions.

Words importing the singular number include the plural and vice versa. Words importing gender include masculine, feminine and neuter. The meanings specified are applicable to both the singular and the plural.

2.0. Distribution Terms

The Town’s Distribution Terms, approved by the Regulator from time to time, are expressly incorporated in and made a part of this Agreement by reference. The Parties shall perform their respective obligations as set forth in the Distribution Terms as amended from time to time.

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3.0. Enforceability

Each Party represents that it has taken all necessary corporate action to authorize the execution of this Agreement, that the execution and performance of this Agreement does not and will not violate or result in the breach of any law, rule, regulation or agreement to which it is subject or party and that, upon execution, this Agreement shall constitute a valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability thereof is limited by bankruptcy, moratorium, or similar laws affecting creditors' rights generally, or general principals of equity.

4.0. Term

This Agreement shall become effective on the day and year it is signed and dated by The Town. Subject to Section 5.1 and Article 6, the term of this Agreement shall continue for a period of 6 months and shall continue thereafter from month to month unless terminated by either Party by written notice given to the other Party at least 30 days prior to the intended termination date.

5.0. Retailer Responsibilities

5.1. Valid Authorization

Retailer represents that it is validly authorized under Alberta law to sell and provide Electricity Services to retail customers in Alberta. Retailer shall notify The Town immediately upon any change in its status to conduct sell and provide Electricity Services in Alberta. Failure of Retailer to maintain its authorization in good standing under Alberta law shall be grounds for immediate termination of this Agreement by The Town.

5.2. Compliance with Terms and Conditions

Retailer shall fully comply with the requirements of The Town's Distribution Terms.

5.3. Taxes

The Town shall have no responsibility for reporting or remitting to the appropriate taxing authority any taxes applicable to the sale by Retailer of electricity to Customers.

5.4. Notifications

Retailer shall notify The Town immediately if:

- a. Retailer ceases to operate in Alberta;
- b. Retailer is no longer permitted to provide electricity services under the conditions of the retailer's license under the Fair Trading Act and the regulations made under that Act; or

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- c. Retailer is no longer permitted to Exchange electric energy through the Power Pool in accordance with the rules of the Power Pool.

6.0. TERMINATION

Notwithstanding any contrary terms elsewhere in this Agreement, The Town may, by written notice to the Retailer, terminate this Agreement or suspend further performance by it without terminating this Agreement upon the occurrence of any of the following:

- d. Retailer fails to fulfill the requirements under the Distribution Terms required to be fulfilled to receive Distribution Access Service,
- e. Retailer ceases to operate in Alberta or is no longer permitted to provide Electricity Services under the conditions of Retailer's license under the Fair Trading Act (Alberta) and the regulations made under that Act or Retailer is no longer permitted to Exchange electric energy through the Power Pool in accordance with the rules of the Power Pool;
- f. Retailer becomes subject to any bankruptcy or insolvency proceeding, becomes bankrupt or insolvent, becomes subject to control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors,
- g. Retailer fails to make, when due, any payment owing to The Town under this Agreement or the Distribution Terms and has not cured such failure within 5 days after receipt of written notice from The Town or
- h. Retailer commits a material breach of any of its other obligations under this Agreement or the Terms and Conditions and has not cured such breach within 30 days after receipt of a written notice from The Town specifying the nature of the breach.

6.1. No Waiver

Any delay by The Town in enforcing any of its rights under this Agreement shall not be deemed a waiver of such rights, and a waiver of one default shall not be deemed a waiver of any other or subsequent default.

6.2. Remedies not Limited

The enumeration of remedies in this Article 6 shall not be deemed a waiver of any other remedies to which The Town is legally entitled.

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7.0. DISPUTE RESOLUTION

7.1. Resolution by the Town and Retailer

If any dispute between The Town and a Retailer shall arise at any time in connection with this Agreement or the Distribution Terms, The Town and Retailer acting reasonably and in good faith, will endeavor to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved, an officer of The Town and an officer of the Retailer shall meet to attempt to resolve the dispute.

7.2. Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 7.1 within thirty (30) days after notice from The Town or Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 7.3 to 7.10 hereof. The Town and Retailer shall abide by the terms of any award rendered without delay.

7.3. Arbitrators

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

7.4. Failure to Concur

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

7.5. Refusal to Appoint an Arbitrator

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

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7.6. Failure to Appoint a Third Arbitrator

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

7.7. Technical Competence

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

7.8. Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act* (Alberta), as amended, re-enacted or replaced from time to time, shall apply to any arbitration proceeding.

7.9. Decisions Binding

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

7.10. Continuity of Service

All performance required under this Agreement or the Distribution Terms by The Town and Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article, provided that in the case of any such proceedings pertaining to amounts payable under this Agreement or the Distribution Terms, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the daily rate of interest at which The Town receives short-term financing from the date so determined until paid.

7.11. Terms and Conditions Prevail

In the event that a provision in this Agreement conflicts with the Distribution Terms, or a conflict with the Distribution Terms develops during the term of this Agreement, the Distribution Terms shall prevail.

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8.0. MISCELLANEOUS PROVISIONS

8.1. Notices

Except as otherwise provided in this Agreement, any notice or other communication required or permitted to be given by either Party to the other Party under this Agreement shall be in writing and shall be deemed given to the other Party if addressed to the other Party as follows and delivered personally or by facsimile transmission at the following address or facsimile number for the other Party:

If to The Town: The Town of Ponoka
5102 - 48 Avenue Ponoka, Alberta, T4J 1P7
Attention: Manager, Electric Distribution.
Facsimile Number: (403) 783-0151

If to Retailer: [Insert Name, Address, Contact Person and Facsimile Number for Retailer]

Any communication received by a Party after the close of business shall be deemed to have been received on the next Business Day. A Party may change its address, contact person or facsimile number for communications by a communication given in accordance with this Section 8.1; provided that the change will only be effective upon receipt thereof by the other Party.

8.2. Governing Law

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, regardless of Alberta conflict of law provisions. The courts of the Province of Alberta shall have jurisdiction to determine all disputes and claims arising between the Parties and each Party hereby attorns to the jurisdiction of the courts of the Province of Alberta.

8.3. Restriction on Assignment

The rights of the Retailer under this Agreement are not assignable.

8.4. Amendments in Writing

This Agreement may be amended only by a written instrument duly executed by the Parties hereto that makes express reference to this Agreement.

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8.5. Counterpart Execution

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

8.6. Headings for Reference

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and provisions thereof.

8.7. Severability

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such terms, covenants, or conditions to a Party, shall be held by any court or regulatory authority having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of its terms, covenants and conditions to the Party shall not be affected thereby.

IN WITNESS WHEREOF the Parties have caused their names to be subscribed to this Agreement, each by its appropriate agent, hereto duly authorized, as of the date below.

SIGNED

Town of Ponoka

Retailer.

MAYOR

AUTHORIZED SIGNATORY

Seal

Seal

TOWN MANAGER

AUTHORIZED SIGNATORY

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SCHEDULE B – PRUDENTIAL REQUIREMENTS

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

1.0. PRUDENTIAL INSTRUMENTS

Subject to section 3 below, a Retailer will be deemed to have met the Prudential Requirements if:

- a. the Retailer, or a Person who guarantees the financial obligations of the Retailer in a manner acceptable to The Town, must have and maintain at all times at least a “BBB+” rating from the Canadian Bond Rating Service or an equivalent rating from a major reputable bond rating service satisfactory to The Town; or
- b. the Retailer provides in a manner acceptable to The Town as security for its obligations to The Town:
 - i. an irrevocable bank guarantee, or
 - ii. an irrevocable letter of credit, or
 - iii. a cash deposit, in the name of The Town of Ponoka, at a Canadian chartered bank, trust company, credit union or other lending institution acceptable to The Town.

In or for an amount not less than the financial obligations, which The Town estimates will be, owed The Town for 75 days.

The security must allow for partial withdrawals.

2.0. Credit Limit

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

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3.0. Initial Financial Obligation for Prudential Levels

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

- b. For each Retailer to which 1(a) applies, the initial financial obligations do not exceed the established credit limit assessed under section 2; and
- c. For each Retailer to which 1(b) applies, to estimate the projected value of that Retailer's payments under The Town's tariff over a 75-day period, as reasonably forecast by The Town.

4.0. Maintaining Prudential Requirements

The Town will ensure for each Retailer to which 1 (a) or 1(b) applies that the expected financial obligations do not exceed the credit limit or level of financial security provided by each Retailer. If a Retailer's financial obligations for a period of at least 60 days are estimated by The Town to exceed 80% of the limit set out above in section 2 and section 3 of this document, The Town will have the right to request additional security and/or payment in advance. Such additional security will be due within 10 Business Days of The Town's request. If security is not presented within that time frame, The Town reserves the right to suspend the provision of further Distribution Access Services to the Retailer.

If the Retailer fails to provide a replacement irrevocable letter of credit at least five Business Days prior to the expiration of an irrevocable letter of credit, The Town shall be entitled to draw the full amount of the irrevocable letter of credit and hold the amount so drawn as replacement security for the Retailer's obligations to The Town; or

For Retailers to which 1(a) applies, The Town requires Retailers to report any downgrading of their corporate bond rating to The Town within 2 Business Days of said rating revisions.

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

5.0. Interest on Security Deposit

Interest on each Retailer's cash security deposit held by The Town will be calculated at the rate specified from time to time in The Landlord and Tenant Act, but not less than 2.5% per annum. Interest will be credited to the Retailer's account annually.

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6.0. Retailer Costs

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

SCHEDULE C – COMMUNICATION TEST PROCEDURE

Communication Testing Procedures

The purpose of the testing is to verify that the retailer is capable of complying with the data transfer standards specified in this document and has the necessary technical environment to send, receive, and translate the standard transactions required to do business in the Alberta Electrical Utility market and specifically with The Town.

The installation and configuration of hardware, software, establishment of communications and basic testing are the responsibility of the retailer and must be completed prior to initiating this testing process.

Three transaction sets included in the Communication Test are as follows:

A. EBT PROVINCIAL STANDARD TRANSACTIONS (FORMAT AND CONTENTS AS SPECIFIED IN THE ALBERTA SYSTEM SETTLEMENT CODE)

Provide Current Consumption Data from MDM

Daily Interval Meter Readings to Retailers and Settlement (DIM)

- a. Daily Cumulative Meter Consumption to Retailers and Settlement (DCM)
- b. Cumulative Switch Estimate Consumption to Retailer CSE)

Wholesale Settlement Data Transfers

- a. Wholesale Settlement Information (WSI)
- b. Settlement Summary Information (SSI)
- c. Settlement Profile Information (SPI)

Select Retailer Transaction Set

- a. Select Retailer Request (SRR)
- b. Select Retailer Notification (SRN)
- c. Notify Old Retailer (SRO)

Update Customer Transaction

- a. Update Customer Information UCI)

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B. TRANSACTION SETS WITH STANDARD CONTENT (CONTENTS AS SPECIFIED IN THE ALBERTA SETTLEMENT SYSTEM CODE)

Search Site ID

- a. Search Site ID Request (SSR)
- b. Site ID Result (SIR)

Energize/De-Energize Site

- a. Energize Request (ENR)
- b. Energize Failure (ENF)
- c. Energize Completion to Retailers and Settlement (ENC)
- d. De-Energize Request (DER)
- e. De-Energize Failure (DEF)
- f. De-Energize Completion to Retailers and Settlement (DEC)

Revoke De-Energize

- a. Revoke De-Energize Request (RDR)
- b. Revoke De-Energize Confirmation (RDC)

Request Off-Cycle Meter Read

- a. Request Off-Cycle Meter Read (ROR)
- b. Request Off-Cycle Meter Read Completion (ROC)

De-Select

- a. De-Select Request (DSR)
- b. De-Select Notification (DSN)

C. TOWN SPECIFIC TRANSACTION SETS

- a. Meter Change Request (MCR)
- b. Meter Change Completion (MCC)
- c. Meter Check Request (CMR)
- d. Meter Check Completion (CMC)
- e. Security Light Change Request (LCR)
- f. Security Light Change Completion (LCC)
- g. Power Settlement Site Characteristic Changes (PSC)
- h. Missing Read Estimates (MRE)
- i. Tariff Audit Results (TAR)
- j. Daily Site Specific Settlement Results (DAS)
- k. Site Removal Notification (SRE)

Please refer to the Business Transaction Procedure section for transaction field names, data type and Data Size.

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TOWN Communication Testing Coordinator – Keith Nesbitt (keith@ponoka.org)

1. Test System Set Up

The most current version of the file transfer application - DropChute, manufactured by Hilgraeve Inc. has to be installed at retailer site. Once DropChute is installed, technical staff from The Town will work with the retailer to establish connection and other system configuration/technical requirements.

The Retailer is required to register The Town as a DropChute table entry.

2. Testing Procedures

The test will be concentrated in the areas of sending and receiving standard transaction files, error handling, system and file recovery and audit logging capability.

Sequence of the testing is as follows:

- a. Sending and/or receiving EBT Provincial Standard Transactions (section B.6 of the Settlement Code, for a total of 10 transactions) to/from The Town.
- b. Sending and/or receiving EBT Provincial Standard Transactions (section B.6 of the Settlement Code, for a total of 10 transactions) to/from The Town with transaction errors.
- c. Sending and/or receiving Transaction Sets With Standard Content (section B.7 of the Settlement Code, for a total of 14 transactions) to/from The Town.
- d. Sending and/or receiving Transaction Sets With Standard Content (section B.7 of the Settlement Code, for a total of 14 transactions) to/from The Town with transaction errors.
- e. Sending and/or receiving Town specific transaction sets (see attachment, for a total of 6 transactions) to/from The Town.
- f. Sending and/or receiving Town specific transaction sets (see attachment, for a total of 6 transactions) to/from The Town with transaction errors.

The retailer is required to maintain a test transaction log to be reviewed periodically throughout the test with The Town.

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3. Testing Schedule

Day 1 & 2:

- Sending and/or receiving EBT Provincial Standard Transactions to/from The Town with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 1 & 2 test results

Day 3 & 4:

- Sending and/or receiving Transaction Sets With Standard Content to/from The Town with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 3 & 4 test results

Day 5 & 6:

- Sending and/or receiving Town specific transaction sets to/from The Town with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 5 & 6 test results

Day 7 & 8:

- The time frame is reserved for the testing of transaction recoverability, reviewing network performance and availability, audit trail, security and business issues discussion and documenting exceptions/resolutions made during the testing
- Review the overall test results with the retailer

4. Testing Scenarios

The retailer will be supplied with the following items:

- The testing schedule
- Testing procedures
- A set of testing scripts with the expected results from each test
- Timing of sending/receiving each transaction set
- Contents and format of each transaction

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5. Testing Data

Test data will be supplied to the retailer, and must be used for all transaction tests.

SCHEDULE D - DISCONNECT FOR NON-PAYMENT TERMS

1.0. INTERPRETATION

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

“*Authorized Person*” shall mean:

- a. the person authorized by Distribution to perform the billing functions of the Regulated Rate Option, and
- b. the person appointed as the Supplier Of Last Resort, and
- c. the person who is thereby entitled to use this disconnection policy.

“*Authorized Receivables*” shall mean:

- a. customer charges for electric energy delivered under the Regulated Rate Option or as the Supplier of Last Resort, calculated in consistency with the relevant Tariff and Authorized Person Terms & Conditions of Service, and
- b. customer charges for those services of Town which are regulated by Town Council, and
- c. customer charges for any other public service whose provision and pricing regulated by Town Council.

“*Disconnection*” shall mean:

- a. the termination of electric service at a specified Site ID Delivery Point, or
- b. limiting the flow of electric current to a specified Site ID Delivery Point to a specified maximum level, measured in Amperes.

“*Winter Rules*” shall mean a period of time during which no Residential Site ID, which is a building with an independent heating system, will be completely disconnected by reason of an instruction from an Authorized Person. Distribution may declare Winter Rules to be in effect or to stop being in effect at any time at its sole discretion.

“*Disconnection Instruction*” shall mean an instruction issued by the Authorized Person to Distribution, that directs Distribution to carry out Disconnection, and specifies the form of Disconnection to be carried out and the time when it is to be carried out.

“*Distribution*” shall mean The Town.

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“*Excluded Receivables*” shall mean all receivables, which are not Authorized Receivables.

“*Notification Practices*” shall mean the activities carried out by the Authorized Person to notify a customer of any outstanding Authorized Receivables, of the customer’s options for paying these receivables, and of steps, which will be followed prior to the Authorized Person issuing a Disconnection Order.

“*Payment Application Sequence*” shall mean the sequence in which customers’ payments are applied to Authorized Receivables and Excluded Receivables.

“*Reconnection Instruction*” shall mean an Authorized Person’s instruction to Distribution to reconnect the power supply of a given Site ID Delivery Point, and specifying the timeframe within which power is to be reconnected.

“*Site ID Delivery Point*” shall mean the point at which power is delivered to a location specified by Site ID, and at which terminating the flow of electric will cause power to cease to be delivered to that Site ID.

2.0. DISCONNECTION FOR NON-PAYMENT

2.1. Receivables, Billing & Payment Application

- a. The Authorized Person shall from time to time calculate a customer’s Authorized Receivables, and issue a customer bill for that amount.
- b. The calculation may include those Site ID Delivery Points, which the customer has agreed shall be billed as a single entity.
- c. The Authorized Person may at its sole discretion present Excluded Receivables in a customer bill.
- d. For the purposes of determining arrears on Authorized Receivables, payment received shall be applied first to all outstanding Authorized Receivables, and any payments in excess of the outstanding Authorized Receivables will then be applied to the Excluded Receivables.
- e. All Authorized Receivables shall be treated as a whole, and customers cannot specify a payment application sequence for any component of the Authorized Receivables.
- f. Payment application cannot be retroactively modified. If the Payment Application Sequence has resulted in payments being made towards Excluded Receivables, that assignment is final.

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- g. The Authorized Person shall take all reasonable steps to inform customers of the Payment Application Sequence and associated procedures.

2.2. Disconnection

The Authorized Person will take all reasonable steps to ensure service of notice is properly executed.

An Authorized Person's relevant Notification Practices must at a minimum include the following steps:

- Initial Billing - The customer's financial obligation shall be clearly presented at such interval, as the Authorized Person deems reasonable under the circumstances.
- Notice of Non-Payment - A customer shall receive notice that payment on the initial billing has not been received.
- Warning of Disconnection - Customers shall have at least four Business Days in which to make suitable payment arrangements, unless special arrangements have previously been made between the customer and the Authorized Person. At the end of that period, the Authorized Person may issue a Warning of Disconnection.
- Disconnection - Customers shall have at least two Business Days in which to make suitable payment arrangements following Warning of Disconnection, at the end of which period a Disconnection Instruction may be issued by the Authorized Person.

2.2.1. Notice

The Authorized Person can issue a Disconnection Instruction to Distribution provided that the Notification Practices have been followed.

2.2.1. Disconnection

Distribution will carry out this instruction as directed. However if Winter Rules are in effect then no residential Site ID, which is a building with an independent heating system, will be completely disconnected by reason of an instruction from an Authorized Person.

2.2.3. Winter Rules

When Winter Rules are in effect the following will apply:

Where the Authorized person requested a current limiter disconnection, a current limiter shall be installed, or if that is not possible the Site ID will not be disconnected.

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Where the Authorized Person requested a complete disconnection, Site IDs without an independent heating system will be disconnected, and other Site IDs will not be disconnected.

2.2.4. Liability

The Authorized Person is liable for all damages resulting from a Disconnection Instruction, and for any costs incurred by Distribution as a result of its compliance with the Instruction.

2.2.5. Enrollment

Being Disconnected does not bar a customer from enrolling a site with another retailer who can then arrange for a reconnection.

2.2.6. Multiple Sites

Where a bill covers multiple Site ID Delivery Points, the Authorized Person shall at its sole discretion determine for which it will issue the Disconnection Instruction.

2.2.7. Disconnection for Non-Payment of Exclude Receivables

Under no circumstances shall the non-payment of Excluded Receivables result in a Disconnection Instruction. The Authorized Person is liable for all violations of this requirement.

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SCHEDULE E - ELECTRICAL CONNECTION POINT

Type of Service Connection		Electrical Connection Point
Underground Secondary Voltage Service Connections	Standard underground service arrangement	Property line
	Multi Family Unit, where on-property transformer services multiple customers	Property line with the exception that the WO will install and retain ownership of the transformer which reduces the voltage to the level required at the Site
	On property dedicated pad-mounted transformer	Secondary cable termination on the transformer (i.e. the point where the cables from the Site distribution panel or breaker connect to the transformer)
	Downtown network	The lineside or supply side connection point on the Site's main breaker or main distribution panel
Aerial Secondary Voltage Service Connections		Weatherhead (i.e. the weather proof point at which the aerial lines first enter the conduit on the building)
Primary Voltage Service Connections – Customer-owned Transformer		The lineside or supply side connection on the Site's main breaker or, if applicable, load side termination on the pole mounted metering system