



12.6.2 Prepaid Operation and Maintenance Charge

Operation and Maintenance (“O&M”) amounts will be determined in accordance with Table 4 of the Customer Contribution Schedules and based on the generator’s original service life. The DG Customer will pay O&M on a prepaid basis. O&M charges will apply to charges related to future Facilities costs for modifications or upgrades, including replacement or repair. At the expiration of the original service life, a further prepaid O&M amount may be charged if the DG Customer wishes to remain interconnected to FortisAlberta’s Electric Distribution System.

12.6.3 System Access Service Credits/Charges

DG Customers, excluding MG Customers, that export to the AIES receive Option M credits or charges, in accordance with the Rates, Options and Riders Schedules, where incremental transmission System Access Service costs to FortisAlberta are avoided or incurred.

12.6.4 Distribution Loss Reduction Credits/Charges

Distribution line losses, loss reduction credits and incremental loss charges are not applicable.

12.7 Protective Devices and Liability

For the purposes of this Section, “**islanding**” refers to the operation of a generating unit wherein it provides the sole source of production on an Electric Distribution System.

The DG Customer shall be responsible for determining whether it needs any devices to protect their equipment from damage that may result from the interconnection to FortisAlberta Facilities. The DG Customer shall provide and install any such devices. The DG Customer will provide FortisAlberta with the required documentation and settings for such devices. Where FortisAlberta has determined that there are adverse impacts on other consumers or operating processes, FortisAlberta can order modifications by the DG Customer to these protective systems. The DG Customer must obtain written approval from FortisAlberta for any modifications to these protective systems.

The DG Customer must ensure the generators do not island during interruptions of service to FortisAlberta’s distribution system and operate in a manner acceptable to FortisAlberta.

The DG Customer shall be responsible for any damages as a result of, but not limited to:

- (a) islanded operation of the DG Customer’s facility;



- (b) if direct or transfer tripping is not installed on FortisAlberta's Facilities or Transmission Facilities or, if installed, fails to operate correctly, the failure of the DG Customer's facility to detect and clear an electrical fault that occurs on FortisAlberta's Facilities or Transmission Facilities;
- (c) if live-line close blocking is not installed on FortisAlberta's Facilities or Transmission Facilities or, if installed, it fails to operate correctly, the failure of the DG Customer's facility to shut down after disconnection from FortisAlberta's Facilities or Transmission Facilities and before the automatic reclosing of the FortisAlberta or Transmission switching devices; and
- (d) asynchronous reclosing on the DG Customer's facility.

12.8 Service Calls

FortisAlberta may require a DG Customer to pay the actual costs of a requested service call if the source of the problem is the DG Customer's own facilities or if the generator company fails to respond to a request to disconnect from the distribution system.

12.9 Exchange of Information

The DG Customer will be responsible for providing technical information to FortisAlberta as required. FortisAlberta will treat this information as confidential and will not release such information to any other parties without the written consent of the DG Customer. Information related to distribution system use or modeling of such use, may be restricted in order to respect Customer confidentiality.

FortisAlberta will be responsible for providing technical information to the DG Customer as required except that nothing herein requires FortisAlberta to release proprietary or confidential information of FortisAlberta or any other person. The DG Customer will treat this information as confidential and will not release such information to any other parties without the written consent of FortisAlberta. Information related to distribution system use or modeling of such use may be restricted in order to respect confidentiality of Responsible Parties.

12.10 Extension of Option M Credits/Charges to REAs

Option M credits or charges are extended to REAs, to be passed through to the REA distribution generation customer, when an REA has a distribution generation customer (excluding MG customers) interconnected to its distribution system downstream of a FortisAlberta transmission POD, and the distribution generation customer is exporting into the AIES in accordance with the Rates, Options and Riders Schedules.

For the purpose of the calculation and application of Option M credits/charges to an REA that has a distribution generation customer (excluding MG Customers) interconnected to its



distribution system, the REA must provide all information and satisfy all conditions necessary, as determined by FortisAlberta acting reasonably, to calculate and apply Option M credits/charges to the REA, including, but not limited to:

- (a) a copy of the interconnection agreement between the REA and the DG customer, or DG customer identification information, which shall include the meter point definition record;
- (b) the provision of all metering data and information necessary, as contemplated for a DG Customer in accordance with Section 12.5;
- (c) per the Settlement System Code, the REA is deemed to have authorized FortisAlberta to use any Load Settlement and metering data and information required for the purpose of the calculation and application of Option M credits/charges to a REA that has a distribution generation customer (excluding MG Customers) interconnected to its distribution system.

ARTICLE 13 – SPECIFIC PROVISIONS RELATING TO TRANSMISSION CONNECTED SERVICES

13.1 General

This Section sets out specific terms and conditions related to Transmission Load Customers that are in addition to any terms and conditions that are applicable as described in other sections of the Terms and Conditions.

Transmission Load Customers taking service from FortisAlberta will be subject to the provisions of the Independent System Operator approved tariff as it applies to FortisAlberta at the Point of Delivery (“**POD**”) to which the Transmission Load Customer’s service is connected. This includes an application of all tariff amounts such as, but not limited to, contributions, riders, application fees, miscellaneous charges, study costs or Independent System Operator deferral account dispositions that are paid to or refunded by the Independent System Operator, in accordance with the Independent System Operator’s approved tariff.

13.2 System Access Service

FortisAlberta arranges for provision of System Access Service from the Independent System Operator for all Customers. The arrangements for System Access Service and the associated Transmission Facility for Transmission Load Customers will be aligned with the Transmission Load Customer’s service requirements recognizing that the rates, terms and conditions of the Independent System Operator tariff will be applied directly to the Transmission Load Customer.



FortisAlberta is not obligated to commit to the Transmission Facility Owner or the Independent System Operator for commencement of the construction of new facilities required for System Access Service for a Transmission Load Customer until adequate credit arrangements, guarantees and Commitment Agreements, acceptable to FortisAlberta, are made with the Transmission Load Customer and the Transmission Facility Owner or the Independent System Operator, as appropriate.

The Transmission Load Customer is required to sign an Electric Service Agreement with FortisAlberta and an interconnection agreement with the Transmission Facility Owner prior to the System Access Service Agreement being executed.

13.3 Metering

The meter of the Transmission Connected Service is the meter at the respective Point of Delivery. Consequently, metering equipment shall be installed in accordance with any Independent System Operator metering requirements. Any contribution associated with installation, changes or upgrades to metering to satisfy these requirements will be the responsibility of the Transmission Load Customer.

13.4 Billing

A Transmission Load Customer will be billed as Rate 65 in accordance with the Rates, Options and Riders Schedules. In the event that there is a dispute regarding any billing, the Transmission Load Customer shall pay the disputed amount to the Retailer and work to resolve the dispute.

13.5 Transmission Load Customer Contributions

If a customer contribution is required by the Transmission Facility Owner or Independent System Operator for a Transmission Facility to provide System Access Service to a Transmission Load Customer, a charge for such contribution will apply directly to the Transmission Load Customer. Payment must be made in accordance with the Independent System Operator tariff to the Transmission Facility Owner or the Independent System Operator, as appropriate.

13.6 Changes to System Access Service

For any POD which is the Point of Service for a Transmission Load Customer, FortisAlberta will make a request to the Independent System Operator for an increase or reduction in transmission contract levels or a change to the terms of System Access Service only upon written request from the Transmission Load Customer.

Changes to a Transmission Load Customer's contract levels or terms of System Access Service



16.11 Requirement to Enter into New Contracts

In accordance with the provisions of the Act and the Regulations made thereunder, after December 31, 2000, FortisAlberta came to act solely as a wire services provider providing Service Connections and Electric Distribution Service and was no longer responsible for providing electricity directly to Customers. As a result of these changes, many of the provisions contained in existing agreements FortisAlberta has with Responsible Parties relating to the provision of a Service Connection or Electric Distribution Service are no longer relevant. As such, FortisAlberta reserves the right to cause applicable Parties to enter into new agreements that reflect the changes necessary to conform to the new role assigned to FortisAlberta.

16.12 Notice

Unless otherwise stated herein, all notices, demands or requests required or permitted under the Terms and Conditions or any agreement with a Responsible Party with FortisAlberta for a Service Connection or Electric Distribution Service shall be in writing and shall be personally delivered or sent by courier-service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Customer, to the site connection address or the address set out in the Electric Service Agreement between the Customer and FortisAlberta.

If to a DG Customer, to the address set out in their agreement with FortisAlberta.

If to FortisAlberta, to:

FortisAlberta Inc.
320 – 17th Ave. S.W.
Calgary, Alberta
T2S 2V1

Fax: (403) 514-4001

Notice received after the close of a Business Day shall be deemed received on the next Business Day.