

BLUESTEM MULTI-UTILITY SERVICES ULC

SUN RIVERS SONOMA PINES

ELECTRIC TARIFF

**CONTAINING DEFINITIONS, TERMS AND CONDITIONS AND RATES FOR
SERVICE**

This Tariff is available for public inspection at Bluestem Multi-Utility Services ULC, Victoria, B.C., and at the office of the British Columbia Utilities Commission in Vancouver.

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SECTION A - DEFINITIONS

In this Tariff and the Schedules attached hereto, unless the context otherwise requires, the words and terms below shall mean as follows:

Basic Charge:

The basic charge specified in the applicable Rate Schedule, or the prorated daily equivalent charge calculated on the basis of a 365-day year, and rounded down to four decimal places.

Billing Demand:

The demand used to determine the charges in accordance with the provisions of the applicable Rate Schedule.

Company:

Bluestem Multi-Utility Services ULC ("BMUS" or the "Company").

Customer:

Any individual, person, partnership, company or other entity receiving service from the Company. If such Customer receives service at more than one Premises, or for more than one business, then such Customer shall be considered as a separate Customer at each of the Premises or at each business. BMUS has the right to determine the number of Premises or whether or not any business is separately operated for the purpose of this definition.

Electricity:

The term used to mean inclusively electric demand (power) and electric energy.

Energy:

Energy is work done. Electric Energy is measured and expressed in kilowatt-hours.

Extension:

An addition to or the increased capacity of BMUS's electrical distribution system required to serve a new Customer load or an addition to an existing Customer load, but not including a Service Connection.

General Service:

Electricity for all purposes, not otherwise specifically provided, including service to:

- i) the common areas of premises containing two or more single-family dwellings.
- ii) Dwellings where a part is used to carry on a business if the whole dwelling is supplied through one meter.
- iii) Hotels, motels, restaurants, mobile home parks, and similar establishments or parts thereof which do not qualify for Residential Service.
- iv) Schools, churches, hospitals, halls and recreational establishments
- v) Nursing homes, boarding and rooming houses.

Kilovolt Ampere (kV.A):

The product of the effective volts across the terminals of a circuit by the effective amperes through it, divided by 1000.

Kilowatt (kW):

The rate of doing work, equal to 1000 watts.

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Kilowatt - hour (kW.h)

The amount of energy delivered in one hour when delivery is at a constant rate of one kilowatt.

Maximum Demand:

The greatest amount of kilowatts or kilovolt-amperes averaged over a time interval of not more than 32 consecutive minutes, registered during a specified period by a demand meter.

Month:

A period from 27 to 33 consecutive days.

Permanent Service:

A service where Electricity will be taken for a period other than a temporary period of time.

Point of Delivery:

The location where BMUS's wires or cables are connected to the meter, the Customer's wiring, or the Customer's switch, whichever comes first.

Power Factor:

Instantaneous Power Factor is the ratio of real power (kilowatts) to apparent power (kilovolt-amperes) at any point in time. Average Power Factor is the ratio of kilowatts to kilovolt-amperes for any given load and period of time, or at BMUS's discretion, by random checks from time to time.

Primary Voltage:

A voltage of 750 volts or more, measured phase to phase.

Residential Service:

Electricity for use:

- i) In Single-Family Dwellings
- ii) In the common areas of premises containing two or more Single-Family Dwellings, whether the common area is metered separately or is metered as part of a separate Residential Service to one of the dwellings if the Electricity is used only for the common benefit of those dwellings.

Secondary Voltage:

A voltage of less than 750 volts measured phase to phase.

Service Area:

The service area will include the Service Area known as Sun Rivers, specifically referred to as the parcel of land located at the intersection of the Yellowhead Highway (Highway 5) and East Shuswap Road, and legally described as Lot 152, CL5R Plan 78619, Kamloops. It will also include the Service Area known as Sonoma Pines, specifically referred to as the parcel of land located off of Butt Road, just off of Hwy 97 in Westbank, B.C.

Service Connection:

The part of the BMUS distribution facilities extending from the first attachment point on the BMUS distribution system to the Point of Delivery.

Service Voltage:

The voltage at the Point of Delivery and is at the secondary voltage unless specific arrangements are

made with the Customer.

Single-Family Dwelling:

A single-family dwelling used only as a dwelling and consisting of a single-family living quarter having in one self-contained unit at least sleeping quarters, a kitchen and bathroom or alternative living quarters acceptable to BMUS.

Temporary Service:

A service where Electricity will be, or in the opinion of the Company, is likely to be taken for a limited period.

SECTION B - TERMS AND CONDITIONS

1. APPLICATION FOR SERVICE

BMUS serves Customers solely in accordance with the Electric Tariff, including Terms and Conditions and Rate Schedules. Individuals, persons or other entities seeking to become Customers and purchase electricity shall apply for service.

Application for service can be made in person or in writing. Applicants will be required by BMUS to complete and sign an Application form or a Service Agreement. However, except where a theft of service has occurred, a contractual relationship shall be established by the taking of electricity in the absence of an application for service or signed service agreement.

Applicants may be required to provide information and identification acceptable to BMUS.

BMUS may refuse to provide service to an applicant if an occupant of the applicant's Premises has an unpaid account for service incurred while the occupant previously occupied any Premises at the same time as the applicant.

A Service Connection and a meter are required to connect all Premises to BMUS's distribution system. A meter is not required in those cases where BMUS permits unmetered service. An extension may also be required to provide service to a Premises not connected at the time the application for service is made.

2. RE-APPLICATION FOR SERVICE

If service is terminated by a Customer, whether or not there is an actual disconnection by BMUS, and if the prior Customer or spouse, servant or agent of that person applies for service on the same rate schedule within 12 months of the most recent termination date for the same Premises, then the applicant shall pay the greater of:

- a) the costs that BMUS estimates that it will incur in making the restoration or reconnection of the service, or
- b) the sum of the minimum charges which a Customer would have paid between the time of termination and the time of application for a new Service Agreement on the residential rate schedule.

3. USE OF ELECTRICITY

A Customer shall use electricity only for the purposes permitted under the availability clause of the rate schedule for which the application is or was made.

4. ELECTRICAL LOAD

Unless otherwise specified in a Service Agreement, a Customer shall not increase the electrical load installed in the Customer's Premises by more than 15 kW or 20 percent, whichever is greater, without advising BMUS in advance and receiving BMUS's written approval.

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5. ASSIGNMENT

A Customer shall not assign a Service Agreement to another individual or person

6. SERVICE CONNECTIONS

a) Premises Connected:

If a Premises is connected to BMUS's distributions system at the same time when the application for service is made, then the applicant shall pay the Account Charge as set in the Schedule of Standard Charges.

b) Premises Not Connected:

If a Premises is not connected to BMUS's distribution system at the time when the application for service is made, then a Service Connection and a meter are required, and the applicant shall pay BMUS an amount as set out under "Service Connection Charges". A meter is not required in those cases where BMUS permits unmetered service.

c) Service Connection Charge:

- i) A Service Connection charge shall include the underground Service Connection and a meter. For single-phase secondary service up to 225 amps, the applicant shall pay the Connection Charge as set out in the Schedule of Standard Charges. For all other Service Connections and a meter (including three-phase connections), the applicant shall pay the Estimated Construction Cost of the Service Connection, including the installation cost of the meter.
- ii) BMUS will serve each private property parcel of land with one Service Connection, except where BMUS and the appropriate inspection authority consent otherwise. The Customer shall pay the applicable Service Connection charge for each additional Service Connection.
- iii) BMUS will determine the Service Voltage and the number of phases of the Service Connection.

7. METER INSTALLATION

The supply of electricity will be metered at Secondary Voltage except when BMUS determines otherwise. The installation cost of the first meter is included in the Service Connection charge. Additional meters, as required, are installed for a standard charge in accordance with the Schedule of Standard Charges.

8. CIVIL WORK FOR SERVICE CONNECTIONS

A Customer shall provide all civil work required for the underground Service Connection on private property, including ducts, foundations and pads.

9. ELECTRICAL FACILITIES ON PRIVATE PROPERTY

BMUS is not responsible for electrical facilities, including wiring and equipment, on the Customer's side of the Point of Delivery, except that BMUS will maintain its meters and transformers located on the Customer's side of the Point of Delivery. All customer-owned equipment used to connect to BMUS's

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electrical system shall be approved by and installed in a manner satisfactory to BMUS and the Electrical Inspection authority.

Customer's electrical facilities intended to be installed at Primary Voltage shall be of a type or characteristic and operated in a manner acceptable to BMUS.

10. CONNECTIONS AND DISCONNECTIONS

Connections to or disconnections from BMUS's distributions system shall only be made by individuals authorized by BMUS except where the connection or disconnection is made by a customer owned switching device on the Customer's side of the Point of Delivery.

11. SERVICE RECONNECTIONS

A Customer shall pay a Minimum Reconnection Charge, as set out in the Schedule of Standard Charges, when service is reconnected to Premises disconnected for the following reasons:

- a) to permit the Customer to make alterations to or on the private property;
- b) to permit a test of a meter at the request of a Customer, pursuant to the Electricity and Gas Inspection Act (Canada), and the meter is later determined to be accurate within the limits prescribed by that Act;
- c) because BMUS was ordered to disconnect by the appropriate inspection authority;
- d) for breach of the Electric Tariff.

A Customer shall not be required to pay a Minimum Reconnection Charge when the service disconnection was made for reasons of public safety or when the service disconnection was made by BMUS for service requirements of BMUS.

BMUS may add to Minimum Reconnection Charges, as set out in the Schedule of Standard Charges, an amount to cover the costs incurred by BMUS when there are unusual circumstances.

12. SERVICE CONNECTION UPGRADES

Prior to BMUS upgrading the load capability of a Service Connection at the Customer's request, the Customer shall pay BMUS for the upgrade an amount as set out under "Service Connection Charge".

13. RESALE OF ELECTRICITY

If a Customer wishes to sell electricity which he has purchased from BMUS to a tenant of that Customer on the same premises on a metered basis, then the Customer shall agree that the selling price for such electricity shall not exceed the price which BMUS would have charged had that tenant been a Customer of BMUS. This requirement shall be included in an agreement for resale between BMUS and the Customer.

14. TEMPORARY SERVICE

Temporary service will be charged at the applicable rate.

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A Customer who is to take a temporary service shall pay to BMUS in advance of construction, the costs which BMUS estimates it will incur in installing and removing the facilities necessary to supply electricity. Such facilities shall include the Extension, Service Connection and transformers of BMUS. Such costs shall include charges for labour, administration and depreciation on materials as determined by BMUS from time to time.

15. METERING

In order to determine for billing purposes the quantity of electricity consumed by the Customer, one consumption meter and, where required, one associated demand meter will be installed by BMUS on the Customer's premises at a location most convenient to BMUS for each separate rate schedule under which the Customer takes service. At the request of a Customer receiving Multiple Residential or General Service, BMUS may agree to install for billing purposes on the Customer's premises more than one consumption meter and, where required, more than one associated demand meter for each separate rate schedule under which the Customer takes service and in such cases the Customer will be billed separately for the consumption and, where appropriate, associated demand registered on each meter. The Customer shall provide wiring and fittings, satisfactory to BMUS and in accordance with any applicable electrical code or civic by-law, for the installation of each such meter. BMUS may install on the Customer's premises any meter or apparatus which it may need for its use and convenience.

The Customer shall take reasonable care of and protect all meters and apparatus belonging to BMUS on the Customer's premises, and shall pay BMUS the cost of any such meters or apparatus broken, missing or damaged except to the degree that the Customer can show that the meter or apparatus was broken, missing or damaged due to a defect therein or to any act or omission of BMUS's employees or agents.

All meters, wires or other apparatus furnished by BMUS remain the property of BMUS and must not be moved or removed from the premises without BMUS's written permission.

16. METER READING

The interval between consecutive meter readings shall be at the sole discretion of BMUS.

Where the rate schedule under which a Customer takes service does not require measurement of the Customer's demand, the meter will normally be read at intervals of two months. Where the rate schedule under which a Customer takes service requires measurement of the Customer's demand, the meter or meters will normally be read at intervals of one month.

17. BILLING

- a) Bills will be rendered on the basis of the consumption and, where applicable, the demand registered by a meter or meters, in accordance with the rate schedule under which the Customer takes service, except:
 - i) if the service is not metered, or
 - ii) if the bill is being rendered in accordance with the conditions set out in this Tariff under the heading "Late Payment Charge".

- b) If meter readings cannot be obtained for any reason, the demand or consumption or both may

be estimated by BMUS and used for billing purposes, and the next bill, which is based on actual meter readings, will be adjusted for the difference between estimated and actual use over the interval between meter readings. Estimated bills are deemed to have the same force and effect as bills which are based on actual meter readings.

- c) If any meter fails to register or registers incorrectly, the consumption or demand or both may be estimated by BMUS and used for billing purposes.
- d) If meters are read at longer or shorter intervals than the period set out in the applicable rate schedule, the minimum charge, the service charge, the number of kilowatt hours in each step and, if applicable, the demand charge set out in such rate schedule shall be prorated before the bill is calculated. Prorated calculations will be based on a 365-day year.
- e) Bills will be rendered as often as deemed necessary by BMUS. The due date for payment of bills shown on the face of the bill is the first business day after:
 - i) the twenty-first (21st) calendar day following the billing date; or
 - ii) such other period as may be defined in a Special Contract.

Bills shall be paid at the business office of BMUS.

- f) Back Billing: Pursuant to the Utilities Commission Act, this Tariff constitutes the consent of the Commission to allow BMUS in the circumstances specified herein, to charge, demand, collect or receive from its Customers in respect of a regulated service rendered, a greater or lesser compensation than that specified in the subsisting schedules of BMUS applicable to that service. In the case of a minor adjustment to a Customer's bill, such as an estimated bill or an equal payment plan billing, such adjustments do not require back-billing treatment to be applied.
 - i) Back-billing means the re-billing by BMUS for services rendered to a Customer because the original billings were discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or BMUS and may result from the conduct of an inspection under provisions of the federal statute, the Electricity and Gas Inspection Act ("EGI Act"). The cause of the billing error may include any of the following non-exhaustive reasons or a combination thereof:
 - stopped meter
 - metering equipment
 - missing meter now found
 - switched meters
 - double metering
 - incorrect meter connections
 - incorrect use of any prescribed apparatus respecting the registration of a meter
 - incorrect meter multiplier
 - the application of an incorrect rate
 - incorrect reading of meters or data processing
 - tampering, fraud, theft or any other criminal act

- ii) Whenever the dispute procedure of the EGI Act is invoked, the provisions of that Act apply, except those which purport to determine the nature and extent of legal liability flowing from metering or billing errors.
- iii) Where metering or billing errors occur and the dispute procedure under the EGI Act is not invoked, the consumption and demand will be based upon the records of BMUS for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by BMUS. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.
- iv) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used BMUS' service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of items (vii), (viii), (ix) and (x) below do not apply.

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by BMUS in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by BMUS on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- v) In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- vi) In every case of over-billing, BMUS will refund to the Customer all money incorrectly collected for the duration of the error, except that, if the date the error first occurred cannot be determined with reasonable certainty, the maximum refund period will be 6 years back from the date the error was discovered. Interest will be paid to the Customer at the rate equal to 200 basis points greater than the Prime Rate of Interest as set by BMUS's principal bank at the time the refund payment is made.
- vii) Subject to item (iv) above, in every case of under-billing, BMUS will back-bill the Customer for the shorter of:
 - the duration of the error; or
 - six months for residential, small general service (commercial), and
 - one year for all other Customers or as set out in a special or individually negotiated contract with BMUS.
- viii) Subject to item (iv) above, in every case of under-billing, BMUS will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal installments corresponding to the normal billing cycle. However, delinquency in payment of such installments will be subject to the usual late payment charges.
- ix) Subject to item (iv) above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, BMUS will not threaten or cause the discontinuance of service for the Customer's failure to pay that

portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill shall be paid by the Customer and BMUS may threaten or cause the discontinuance of service if such undisputed portion of the bill is not paid.

- x) Subject to item (iv) above, in all instances of back-billing where changes of occupancy have occurred, BMUS will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the over-or under-billing applicable to them will be cancelled.

18. LATE PAYMENT CHARGE

If the amount due on any bill has not been paid in full on or before the due date shown on such bill, and if the unpaid balance is \$30 or more, a further bill will be rendered to include the overdue amount plus a late payment charge as set out in the Schedule of Standard Charges. Notwithstanding the due date shown, to allow time for payments made to reach BMUS, and to coordinate the billing of late payment charges with scheduled billing cycles, BMUS may, in its discretion, waive late payment charges on payments not processed until a number of days after the due date.

19. RETURNED CHEQUE CHARGE

If a cheque received by BMUS from a Customer in payment of any account is returned by the Customer's bank, trust company or financial institution for the reason of not sufficient funds (NSF), or any reason other than clerical error, a returned cheque charge, as set out in the Schedule of Standard Charges, for processing each returned cheque will be added to the amount due and payable by the Customer whether or not the service has been disconnected.

20. BILLING OF FRACTIONAL DEMANDS

A billing demand which would include a fraction shall be deemed to be the nearest whole unit of demand below the fraction.

The minimum billing demand shall, except where the context otherwise requires, be deemed to be 1 kW or 1 kVA whichever is applicable.

21. REFUSAL TO PROVIDE SERVICE AND DISCONTINUANCE OF SERVICE

BMUS may refuse to provide service or may discontinue without notice service to any Customer who:

- a) failed to pay for service at any or all premises, or
- b) breached the terms and conditions upon which service is provided by the Company, or
- c) refused to provide reference information and identification acceptable to BMUS, when applying for service or at any subsequent time on request by the Company, or
- d) occupies the premises with another occupant who has an outstanding account incurred for service while occupying any premises at the same time as the Customer, or
- e) refuses to provide reasonable access to read the meters for billing purposes.

For the purpose of this paragraph the term "Customer" shall have its ordinary meaning and shall not be

restricted by its definition in these Terms and Conditions.

BMUS shall not be liable for any loss, injury or damage suffered by any Customer by reason of the discontinuation of or refusal to provide service as aforesaid.

22. ACCOUNT CHARGE

When a change of Customer occurs, an account charge, as set out in the Schedule of Standard Charges, shall be paid by the new Customer with respect to each account in that Customer's name for which a separate bill is rendered by BMUS, except in the following cases:

- a) If the new Customer is, or was, the spouse of the former Customer.
- b) If the new Customer is the owner or operator of multi-tenant premises, one standard charge shall be paid with respect to all accounts for single-family dwellings for which he will be the Customer in such premises.

23. COLLECTION CHARGE

A collection charge as set out in the Schedule of Standard Charges shall be paid by the Customer each time a BMUS representative attends the Customer's premises to disconnect service following issuance of a disconnect notice but, on attending, the Customer pays the representative the full amount overdue on the Customer's account.

24. CALL-BACK CHARGE

A call-back charge, as set out in the Schedule of Standard Charges shall be paid by the Customer each time a BMUS representative attends the Customer's Premises to install a new Service Connection at the request of the Customer but, on attending, is unable to install the Service Connection because the facilities required to be provided by the Customer, for this purpose, are found to be deficient.

25. TERMINATION OF SERVICE

The Customer must give BMUS at least 24 hours notice of termination of service. If the Customer fails to give the required notice or vacates the Premises before expiry of the notice period, the Customer will be held responsible for all electricity used on the premises and all damage to and loss of wires, meters or other apparatus of BMUS until 24 hours after BMUS receives the required notice.

BMUS reserves the right to suspend or terminate service at any time to prevent fraudulent use of electricity, to protect its property, or to protect its service to other Customers, or if the Customer fails to comply with the terms of his Service Agreement, or if BMUS is ordered by a competent government authority to suspend or terminate such service.

26. LIABILITY OF BMUS

BMUS will endeavour to provide a regular and uninterrupted supply of electricity but it does not guarantee a constant supply of electricity or the maintenance of unvaried frequency or voltage and shall not be responsible or liable for any loss, injury, damage or expense caused by the negligence of BMUS,

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its employees or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the willful misconduct of BMUS, its employees or agents provided, however, that BMUS, its employees and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly resulting from the willful misconduct of BMUS, its employees or agents.

Electric service may be temporarily suspended to make repairs or improvements to BMUS' system or in the event of fire, flood or other sudden emergency. BMUS will, whenever practicable, give notice of such suspension to the Customer and will restore service as soon as possible. Such notice may be given by telephone, newspaper, flyer, radio or announcement. BMUS shall not be liable for any loss, injury or damage caused by or arising out of any such suspension of service.

27. LIABILITY OF OTHER UTILITIES

Service under the Electric Tariff is provided by BMUS sometimes by the use of the property and service provided by or shared with other utilities, telephone and electric. It is a condition of service that by loss or damages, direct or indirect, which the Customer may suffer by reason of any defect in the service to be provided under the Electric Tariff or any interruption in or failure to provide service, whether or not caused by negligence, shall not be recoverable from such other utilities and that the Customer shall not take proceedings of any kind against any of the said utilities by reason of any defect in the service to be provided under the Electric Tariff or any interruption in or failure to provide service to the Customer.

28. ACCESS TO PREMISES

BMUS' agents and employees shall have, at all reasonable times, free access to the equipment supplied with electricity and to the Company's meters, wires and apparatus on the Customer's Premises, for the purpose of reading meters and testing, installing, removing, repairing or replacing any of BMUS' equipment, and to ascertain the quantity or method of use of service and the amount of electricity consumed. If access to meter rooms or other locations where BMUS equipment is installed is restricted, the Customer shall supply BMUS with lockbox keys or means of access as may be necessary to provide BMUS with ready access to those locations. In no case will BMUS accept keys to private residential Premises.

If free access to BMUS's equipment on the Customer's Premises is denied or obstructed in any manner, including by debris, unsafe walkways or other means of access, or the presence of animal, and the Customer does not remedy the problem upon being requested by BMUS, its employees or its agents, to do so, service may be suspended and not reconnected until the problem is corrected.

29. CURTAILMENT OF SERVICE

At any time in the event of a breakdown or failure of generating, transmitting or distributing plant, lines or equipment, or to comply with the requirements of any law, the Company shall have the right to require any Customer or class or classes of Customer or all its Customers, until notice of termination of the requirement is given, or between specified hours, to discontinue the use of electricity for any purpose or purposes or for all purposes or to reduce in any specified degree or to any specified degree or quantity his or their consumption of electricity for any purpose or purposes or for all purposes.

Any such requirement may be communicated to any Customer or Customers or to all Customers by either or both of the following means, that is to say, public notices in the press and announcements over radio, and may be communicated to any individual Customer by either or both of the following means,

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that is to say, notice in writing (either sent through the mail or left at the premises where electric service is received, or served personally) and oral (which may be by telephone) communication. Any notice of the termination of any requirement may be communicated similarly.

If in the opinion of any official of BMUS any Customer of the Company has failed to comply with any requirement of the Company communicated as aforesaid, the Company shall be at liberty, after notice to the Customer communicated as aforesaid to discontinue electric service to such Customer.

BMUS shall not be liable for any loss, injury, damage or expenses occasioned to or suffered by any Customer for or by reason of the making of any such requirement or the discontinuance of electric service to him as aforesaid.

30. POWER FACTOR

a) Lighting

All new installations or connections of neon, mercury vapour, metal halide, sodium vapour, fluorescent, or other types of lamps, lighting devices, or display facilities, supplied with electricity by BMUS, shall be equipped at the Customer's expense with high power factor ballasts, or auxiliaries designed and installed to the satisfaction of BMUS, to ensure that a lagging power factor of not less than 90% is maintained.

b) General Service

The average lagging power factor shall not be less than 90%. BMUS, in its discretion, may make continuous tests of power factor or may test the Customer's power factor from time to time. If the Customer's power factor is lower than 90%, BMUS may require the Customer, at his expense, to install power factor corrective equipment to ensure that a lagging power factor of not less than 90% is maintained.

c) Failure to Comply with Power Factor Requirements

If the Customer neglects or refuses to install such power factor corrective equipment or auxiliaries as required by paragraphs (a) or (b) above forthwith upon a request so to do, BMUS may at its sole option:

- i) disconnect service, or
- ii) require a payment (in addition to the regular payment) of fifty (50) cents per month per 100 watts or fraction thereof of the connected load, or
- iii) increase the Customer's bill for electricity by a surcharge in accordance with the following table; the amount of the surcharge so determined shall be added to the minimum bill or the calculation of the bill under the rate clause, whichever is the greater.

<u>Lagging Power Factor as Determined by BMUS</u>	<u>Lagging Power Factor Surcharge</u>
Less than 100% but 90% or more	NIL
Less than 90% but 88% or more	2%
Less than 88% but 85% or more	4%

<u>Lagging Power Factor as Determined by BMUS</u>	<u>Lagging Power Factor Surcharge</u>
Less than 85% but 80% or more	9%
Less than 80% but 75% or more	16%
Less than 75% but 70% or more	24%
Less than 70% but 65% or more	34%
Less than 65% but 60% or more	44%
Less than 60% but 55% or more	57%
Less than 55% but 50% or more	72%
Less than 50%	80%

No credit will be allowed for leading power factor.

31. DISTURBING USE

All equipment for which electricity is supplied shall be subject to the reasonable approval of BMUS and the Customer shall take and use the electricity so as not to endanger apparatus or cause any undue or abnormal fluctuations of the Company's line voltage or introduce disturbing elements into the Company's system; and for three phase, four wire service, the system design of the premises served must not be such that any condition of unbalanced load between phases is more than 10% of the phase carrying the least load.

BMUS may require the Customer, at his own expense, to provide equipment which will reasonably limit such fluctuations or disturbances and may refuse to supply electricity or suspend the supply thereof until such equipment is provided.

32. METER TESTING

Any Customer who doubts the accuracy of the meter measuring electricity used by the Customer may have the meter tested pursuant to the Electricity and Gas Inspection Act (Canada). Applications for such tests should be made to the nearest Measurement Canada office.

If the meter such test discloses that the meter is registering with an error greater than that permitted under the Electricity and Gas Inspection Act, Measurement Canada will refund the fee to the applicant and charge the cost of the test to BMUS. BMUS is not permitted to verify the accuracy of meters. However, these regulations do not prevent BMUS from making tests for its own information.

33. TAXES

The rates and charges set out in this Tariff do not include the Goods and Services Tax (GST), the Social Services Tax or any other tax which BMUS may be lawfully authorized or required to add to its normal rates and charges.

Issued by: Darrin Stephanson
 President
 Bluestem Multi-Utility Services ULC

Order No. G-87-08; G-279-23
 Effective: April 26, 2024

34. EOUAL PAYMENT PLAN

On application by a Customer BMUS may, provided his credit is established to the satisfaction of the Company, permit the Customer to pay fixed monthly installments on account of electricity consumed by him during all or any part of a period (herein after called the "budget period") consisting of twelve months commencing with a normal meter reading date at his premises. Monthly installments shall be fixed so that the sum of the installments to be paid shall equal the sum which would be payable at the applicable rate, for the electricity which BMUS estimates the Customer will consume during the budget period. BMUS may at any time revise any estimate of a Customer's consumption made by it in light of experience gained, and in accordance therewith may increase or decrease the amount of monthly installments payable by the Customer.

The payment of monthly installments may be terminated at any time by the Customer giving five days' notice of termination to the Company, or by the Company without notice if the Customer has not maintained his credit to the satisfaction of the Company.

At the end of the budget period or upon its earlier termination, the amount which is payable by the Customer to BMUS for electricity actually consumed on his premises from the beginning of the budget period shall be compared with the sum of the monthly installments paid by the Customer in respect of that period, and any deficit shall be paid by the Customer to BMUS, or, any excess shall be paid or credited by BMUS to the Customer.

35. PREMISES IN MULTIPLE OCCUPANCY

a) Multiple Residential Occupancy

If a Premises contains more than two single-family dwellings and no commercial units the owner or operator may, at the Customer's option:

- i) provide for the premises to be served through one meter, or
- ii) provide for each single-family dwelling to be served through a separate single meter, and provide for electricity used in areas common to all tenants to be metered through a separate meter, or
- iii) provide for all single-family dwellings to be served through one meter, and provide for electricity used in areas common to all tenants to be metered through a separate meter.

NOTE: General rates are not available as an alternative to an all-purpose multi-residential rate or a multiple-residential rate.

b) Multiple Non-Residential Occupancy

If a Premises containing no single-family dwelling is in multiple occupancy, the owner or operator will provide for each unit to be metered individually, except:

- i) where, in the opinion of BMUS, it is impractical to do so.
- ii) that, if the Point of Delivery is at a Primary Voltage, the owner or operator of the premises may elect to provide for the premises to be served through one meter. An owner or operator choosing this option is not permitted to sell electricity other than in accordance with the provisions of this Tariff.

c) Multiple Residential and Non-Residential Occupancy

If a premises contains both single-family dwellings and commercial units the owner or operator may elect any of the options set out above under the heading "Multiple Residential Occupancy" to provide for the supply of electricity to the single-family dwellings and areas used in common only by such dwellings.

The owner or operator must provide for each non-residential occupant to be served individually and for separate metering for areas and uses, used in common by such non-residential occupants.

36. RENTAL PREMISES

As a condition of service to rental premises, an owner or operator who wishes BMUS to consider dealing directly with a tenant or tenants may be required to enter into a Rental Premises Agreement with BMUS which provides for responsibilities of the owner or operator in relation to payment for service used in the premises. Notwithstanding any Rental Premises Agreement BMUS may, at its sole option at any time and from time to time, either:

- a) deal directly with the owner or operator of the premises as a Customer of the Company with respect to any and/or all services to the premises, or
- b) subject always to the provisions of any Rental Premises Agreement; deal directly with each tenant as a Customer of the Company

37. RATES

The rates to be charged by and paid to BMUS for electric service shall be the rates set out in the rate schedules from time to time in effect and contained in the Electric Tariff of BMUS which may be inspected during business hours at the Company's office.

BMUS will endeavour to provide the Customer with information and advice with respect to all rates available to the Customer from time to time, but in every case the selection of the rate used shall be the sole responsibility of the Customer.

The Customer may apply at any time in writing to be billed on another rate schedule from that under which he is being served. BMUS may, in its sole discretion, reject, defer or approve such application.

In general, approval will not be granted:

- a) if the rate schedule which the Customer applies for was used by the Customer during the preceding twelve months, or
- b) if the rate applied for is, in the opinion of BMUS, not available to the Customer.

In addition to the rates and charges under any applicable Rate Schedule and any other charges provided for in these Terms and Conditions, the Customer shall also pay the charges set out in this part.

38. SPECIAL CONTRACTS

Where electricity is required under unusual conditions, such service may be provided under a special contract.

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Bluestem Multi-Utility Services ULC

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39. CONFLICTING TERMS AND CONDITIONS

Whenever anything in these Terms and Conditions is in conflict with any special terms or conditions provided in any rate schedule, the terms or conditions provided in the rate schedule shall prevail and whenever anything in these Terms and Conditions or in any rate schedule is in conflict with the terms of any special contract the terms of such special contract shall prevail.

40. STANDARD FEES AND CHARGES SCHEDULE

a) Minimum Connection Charges

The minimum connection charge for each single phase, Secondary Voltage Service Connection, including one meter, is as set out below.

- Overhead Service Connection:
 - 100 Amp. \$799.00
 - 200 Amp. \$838.00
- Underground Service Connection:
 - 100 Amp. \$957.00
 - 200 Amp. \$1,270.00

Additional Service Connection charges may apply as set out in this Tariff. For main switch ratings above 200 amps, charges will be based on individual estimates. A premium may apply to Service Connection installations performed outside of BMUS's regular working hours.

b) Additional Meter Charges

Charges applicable to the installation of additional meters are as set out below.

- Charge per additional meter installed at the same time as a Service Connection. \$46.00
- Charge per additional meter installed subsequent to a Service Connection:
 - One meter \$181.00
 - Each additional meter \$46.00

A premium may apply to Service Connection installations performed outside of BMUS's regular working hours.

c) Minimum Reconnection Charges

The following minimum reconnection charges apply to reconnections performed by BMUS.

- Remote and manual reconnections performed during regular working hours \$30.00

BMUS**ELECTRICAL TARIFF**

- Remote reconnections performed outside of BMUS working hours. \$30.00
- Manual reconnections performed outside of regular working hours. \$280.00
- Manual reconnections at the point of delivery because the Customer failed to provide access to the meter. \$700.00 per meter

d) Miscellaneous Standard Charges

The following miscellaneous standard charges apply.

Account Charge ^{Note 1}	\$12.40
Late Payment Charge ^{Note 2}	1.5% per month (equivalent 19.6% per annum compounded monthly)
Returned Payment Charge	\$6.00
Transformer Rental Charge	17% per annum of replacement value to be billed monthly
Service Connection Call-Back Charge	\$368.00
Failed Installation Charge	\$65.00
Meter Test Charge	\$181.00
Net Metering Site Acceptance Verification Fee (Generators above 5 kW)	BMUS's actual costs, to a maximum of \$600.00

NOTE 1: Exceptions to this charge are set out in this Tariff under the heading "Account Charge".

NOTE 2: Calculated from the billing date.