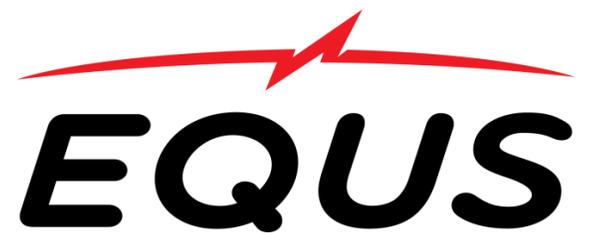


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**GETTING**

**CONNECTED**

**WITH**



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## INTRODUCTION

Throughout these Terms and Conditions of Distribution Service, use of the term “you” or “your” refers to a person who establishes membership with EQUS, including its affiliates, landlords, successors, or assigns as the context requires. Use of the term “us”, “we”, or “EQUS” refers to EQUS REA Ltd. or any of its affiliates, successors, or assigns (or any or all of them) as the context requires.

This information sets out our Board-approved Terms and Conditions of Distribution Service, which describe our mutual responsibilities. It is important that you read and understand this information because, as a member, you agree to abide by these Terms and Conditions, as amended from time to time.

These Terms and Conditions form part of EQUS’ Distribution Tariff and are subject to all applicable legislation and EQUS’ by-laws and policies. EQUS will provide all standard services according to its Distribution Tariff. All additional services, including payment for these services, are set out in Appendix A: Service Fees. We also file these Terms and Conditions (and any amendments) with the Alberta Utilities Commission for information purposes and post the current Terms and Conditions on our website: [www.equs.ca/terms](http://www.equs.ca/terms).

We invite you to contact us if you have any questions or concerns.

## 1 BEING A MEMBER

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### Becoming a member

You become a member when you make arrangements with us for electric distribution service, either by installation of a new service, moving into a property EQUS currently serves, or choosing to transfer to EQUS as your electric distribution service provider. You may be asked to sign an Electric Service Agreement and sign a utility right-of-way. By receiving service from EQUS, you agree to be bound by these Terms and Conditions and it is your agreement with EQUS for the delivery, acceptance, and payment for electric service under our Rate Schedule and these Terms and Conditions. You also agree that if required by law, EQUS may disclose to FortisAlberta the fact of your membership in EQUS.

EQUS is and remains the owner of all facilities necessary to provide distribution services to its members. Payment by you for the installation of these facilities or use of an existing service does not entitle you to any individual ownership of these facilities.

If more than one person owns the property, these Terms and Conditions will apply to each of you individually, as well as to all of you jointly.

EQUS may be unable or unwilling to commence or continue to provide you with distribution service, specifically if you do not have the proper permits in place, credit issues have been identified, or other requirements have not been met.

### Information we require from you

To ensure that you receive superior distribution service, EQUS will require information from you including, but not limited to, your service requirements, credit information, and some personal information. It is important to provide accurate information and to advise us immediately of any changes. Personal information provided by you may be used for a number of purposes, including:

- confirming your identity,
- administering your account which includes billing, sending you notices or contacting you,
- credit verification, and
- improving our member service, including monitoring and following up inquiries and complaints.

EQUS will protect your personal information and will fully comply with Alberta's *Personal Information Protection Act*. This means that EQUS will not disclose your personal information to anyone unless:

- you authorize us to do so; for example, by naming somebody as an authorized person on the account,
- it is being provided to a collection agency in the event you default on your payment(s), or
- it is required by a government agency or by law.

We record telephone conversations we have with you to maintain accurate records. We may also use recordings to train our employees and to meet our obligations under the *Code of Conduct Regulation*.

If your account with EQUS is in your name alone, we will not share any information about that account with anyone other than you unless you authorize us to do so. If you want to appoint an 'authorized person' to act on your behalf, you will be required to complete a 'Consent to Release to Another Person' form prior to EQUS releasing any information about you or your account.

### **Meters, reading your meter, meter testing and Automated Metering Infrastructure**

The metering equipment on your property is owned and maintained by EQUS. If the existing metering equipment is not suitable for your needs, you will be responsible for the costs of installing new or altering existing equipment.

EQUS needs your power bill to be as accurate as possible. EQUS uses automated metering infrastructure (AMI), which is an integrated system of smart meters, communication networks and data management systems that enables two-way communication between your meter and EQUS staff. Each device has a unique identification number which is associated with your account and which is then transmitted along with the meter reading to EQUS staff. All AMI equipment is safe and all EQUS AMI devices are certified to meet government and professional safety standards and operate well within Health Canada's wireless signal guidelines.

In the event EQUS' AMI is not functioning properly or if a physical meter reading of your meter is required as determined by EQUS, an EQUS employee will visit your property.

We will arrange to have the meter on your property tested if you think that it is faulty. If the meter is not operating within accepted industry standards, and the fault was not caused by you, we will pay all costs of replacing or repairing the meter including the testing. A charge may apply if the meter is found to be measuring the supply of energy within accepted industry standards.

Tampering with a meter is dangerous and is a criminal offence. You must take all reasonable steps to ensure no one tampers or interferes with your metering equipment, and you must tell us immediately if you become aware there may be a problem with your metering equipment; for example, if your bill is unusually low or the meter has stopped. You will be billed for the energy we estimate you would have used while your metering equipment was not reading correctly if:

- your metering equipment is tampered or interfered with or bypassed,
- you take advantage of metering equipment that is inaccurate or not operating correctly, or
- you cause, or allow someone else to cause, any other loss or damage to EQUS' equipment.

Other charges may apply, such as costs or losses we incur in investigating the interference and in replacing or repairing any damage to the metering equipment. EQUS may also cease or restrict the supply of energy and take legal action against you.

### **Accessing your property**

EQUS requires safe, unobstructed and easy access to your property and will require a utility right of way from you. 'Utility right of way' means we have the right to access and the right to go on, over or under your land for the purpose of construction, rebuilding, and upgrading, as well as maintaining and operating EQUS' utility services.

### **Vegetation management**

EQUS manages vegetation growth near its facilities, including the removal of trees and brush. EQUS is responsible for managing vegetation that encroaches upon all high-voltage lines up to and including the transformer pole. You are responsible for vegetation management on your secondary power lines that are low voltage. You must ensure that any trees or shrubs planted by you do not affect the right of way or they may be removed at your expense.

## Billing you

Billing for distribution services will be issued to you by your retailer on behalf of EQUUS or directly by EQUUS. EQUUS may also invoice you directly for other services such as member loans, member contributions, investment riders, or other services covered in these Terms and Conditions.

For additional services, each service will be billed separately.

- Payment is required in full by the due date on the bill.
- In the event you have accrued overdue charges, any payments will be applied first to overdue charges and then to your current bill.
- Payments received by EQUUS after the due date will have a late payment charge applied.
- If you think there are any discrepancies with your bill, please contact us immediately. Please note that in the event of any disputes, you are still required to pay the current bill.
- If any payment you make is dishonored by your bank, we will charge a service fee in addition to recovering all other amounts owed to us.

## Your responsibilities to protect EQUUS' equipment and facilities

It is your responsibility to protect EQUUS' equipment and facilities that are located on your property. You cannot install any structure that could interfere with the proper and safe operation of our facilities or that does not comply with legislation. You may not modify, change or extend our facilities in any way.

You are also responsible for the maintenance, repair, replacement, enhancement, and safety of all your secondary facilities. You must ensure that your secondary facilities comply with the Canadian Electrical Code and with the EQUUS Power Quality Standard. You may not use the service if it causes interference with anyone else's service. At our request, you agree to take whatever action EQUUS requires to correct the interference or disturbance; otherwise EQUUS is entitled to disconnect your service.

The equipment used to deliver energy to you has a limited capacity. You need to inform us if you expect to substantially increase the amount of electricity you use so that we can determine if your current service is capable of meeting this increased load.

## 2 DISCONNECTION

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### Disconnection of your energy supply

You need to provide us with two business days' notice if you want your service temporarily disconnected, otherwise, you will continue to be responsible for payment of distribution services. Disconnection and re-connection charges will apply. Once the service is temporarily disconnected, you agree to pay a monthly idle service charge.

You can also request to have your service permanently disconnected. Once appropriate arrangements have been made for the disconnection, your final billing will be processed and sent for payment. You will provide us access to your property so that we may remove our facilities at our discretion.

### Disconnection by us for non-payment

We may disconnect your service if you fail to pay your bill(s) by the due date. We may disconnect the service to the property to which the unpaid bill relates and any other property to which we supply you with services. ***During the period of October 15 to April 15, or at any other time that the temperature is forecasted to be below 0 degrees Celsius, EQUUS will not completely disconnect your residential or farm classified services for non-payment, but will instead install a load limiting device which limits the amount of electricity used by you.*** Unless otherwise agreed in writing, EQUUS will not reconnect your service(s) until your account is paid in full.

### Disconnection at request of the retailer

A retailer can request EQUUS to disconnect your service and we are required to comply with this request if it is provided for in the agreement EQUUS has with the retailer.

### **Disconnection for other reasons**

Your service may be disconnected without notice for safety reasons or where we need to protect people or property. We may also disconnect your service if:

- there is reasonable evidence that you have tampered or damaged any of EQUS' facilities,
- there is evidence of theft or other illegal activity,
- any equipment at your property does not comply with the requirements of EQUS' standards,
- there is a member-owned transfer switch on an EQUS transformer pole,
- you deny us reasonable access, or access is not safe, unobstructed and easy,
- you threaten, assault or harass any of our staff, agents, or contractors,
- you have unpaid bills on accounts you hold with us at any other property, or
- you fail to meet any of these Terms and Conditions.

If your service is disconnected, you must still pay the full amount outstanding on your account, including any disconnection fees and other charges.

### **Disconnection notice**

Except in the case of requested, agreed to, or emergency disconnections, we will give you at least seven days' written notice by regular mail to the mailing address listed on your account of our intent to disconnect your service(s). EQUS will have the right, but not the obligation, to disconnect your service(s) any time thereafter until the circumstances causing the disconnection are corrected, such correction to be determined solely by EQUS.

## **3 CONSTRUCTION**

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### **Building your new service or changing your existing service**

EQUS invests in new construction of power lines for our members. For new services or changes to your existing service, we will complete the design of your service requirements and our construction division will provide you with a quotation for construction. Your quote for construction will include:

- the cost to either build the line extension for you or modify your existing service,
- any high-cost line share, if your new service extension is connecting directly to an existing high-cost line,
- the cost to upgrade EQUS' facilities if required, and
- any construction costs required by another utility to facilitate your new service.

EQUS will construct facilities on your property that serve more than one member only upon consultation with you, and only if it is determined by EQUS to be the most economically viable option.

Some credits may apply which would reduce your costs such as:

- a rebuild credit for existing equipment, or
- investments made by EQUS to the cost of your service.

EQUS offers a loan to those members who qualify, designed to assist in minimizing initial costs for construction. Recovery of this loan includes a repayment schedule, including applicable interest charges, with repayment terms to a maximum of 180 months. We secure this investment by registering an encumbrance on your property until the loan is fully paid.

### **Electric Service Agreements (ESA)**

An Electric Service Agreement (ESA) will be required for all new services with an installed capacity equal to or greater than 75 kVA and may be registered on the land title if the applicant is the land owner. If the applicant is not the land owner, other forms of security may be required. New Services with an installed capacity less than 75 kVA may, at EQUS' discretion, require a member to sign an ESA with EQUS.

The contract term and all other contractual obligations under the ESA continue in effect until such time as the ESA is either renegotiated or terminated by the party.

### **Transfer of Contractual Obligations**

All services, whether or not they require EQUS' assignment consent, that are transferred or assigned to, or used or assumed by, a person taking over the operation or use of the member's facilities, including without limitation, any affiliate or successor to the previous member and, if applicable, the registered owner, from time to time, of the land on which the facilities are located, shall be subject to the terms of the Electric Service Agreement(s) of the previous member(s), along with the billing and demand history. Any change in service requirements as a result of such transfer or assignment shall be made in accordance with the Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties. It is the sole responsibility of the person who is taking over the use or operation of an existing service to undertake through due diligence with respect to the existence of, and all terms of, any existing Electric Service Agreements associated with the service.

### **Paperwork and payment**

Once you have decided to proceed with construction, you will need to come into your local Area Office to sign all of the necessary documentation. Once the paperwork is completed and you have made payment, we will schedule a date for your construction. Construction typically occurs within six (6) to eight (8) weeks.

If after the original scope of work is determined, you decide that the original plans do not best meet your needs, any changes to the original design and estimate will require a Change of Work Order to be signed by you. The revised work order will also set out any additional payment required prior to EQUS starting construction. If you cancel construction, you will be responsible for any stranded costs incurred by us.

### **High-cost line share**

If your new service connects directly to an existing high-cost line, you will share in the cost of that line.

### **Rebuild benefit**

If you make changes to your existing power service that results in new equipment being installed, you may be eligible to receive a discount on the cost of your requested changes. EQUS recognizes that we may also benefit by the service upgrade you require and we want to pass this benefit onto you. Potential credits are based on the age of the service and are applied to your construction costs.

### **Loans**

EQUS offers financing in the form of a member loan to members who are landowners for the construction of new EQUS distribution facilities, modifications to existing distribution facilities, any transfers of distribution service to EQUS and for the purchase and installation of approved micro-generation units. If a member loan is approved for you, EQUS will provide you with an initial cost of credit disclosure statement setting out the principal amount of the loan, the amortization period, the nature of any charges applicable and an acknowledgement whereby you agree to pay all initial and monthly charges as billed by EQUS. Any member loan provided to you will form part of your monthly utility bill.

You agree to follow any terms and conditions of financing set by EQUS in any member loan, and you also understand that any facilities installed at your service site remain subject to these Terms and Conditions of Distribution service.

### **Yard lights**

If you would like a yard light installed at your property, we will install and maintain a yard light for a nominal monthly fee.

## **4 GENERAL**

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### **Continuous supply and interruption**

EQUS may not be able to provide a continuous and uninterrupted supply of energy to your property due to circumstances or events beyond our control. We are unable to give advance notice of sudden, unplanned interruptions but we will use our best efforts to notify you at least two days in advance of any planned interruptions. Some examples of planned interruptions include the facilitation

of construction, the installation, maintenance, repair, replacement or inspection of any of EQUS' facilities or activities to maintain the safety and reliability of the distribution system.

Where nature, acts of God, or other extraordinary forces (such as war or labour disputes) outside EQUS' or your control prevent us from providing a continuous supply of energy, our responsibilities will be relieved and suspended during the duration of the circumstance(s). EQUS will not be liable for any failure to perform its obligations under these Terms and Conditions. We will give you as much notice as reasonably possible in the event of such occurrences.

Following an interruption, we will resume the supply of your energy as soon as we reasonably can.

### **Liability of EQUS**

To the extent permitted by law, EQUS is not liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether from direct, indirect, special or consequential nature; except for direct damages to your property caused by the negligent acts or omissions of EQUS, its employees or agents or caused by any failure or defect in the provision of service by EQUS to you. 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, 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 you.

### **Contacting you**

Any notice, bill or other communication we send to you will be either:

- delivered to your service site;
- mailed to the last postal address you have provided to us;
- sent to the latest fax number you have given us; or
- emailed to you at the latest email address you supplied to us.

Our notices or bills are deemed to be received by you:

- on the day of delivery if delivered to your service site;
- three days after being posted to you; or
- on the day of being sent (without a notice of rejection) if we faxed or emailed them.

## APPENDIX A: SERVICE FEES

EQUS invoices for services in addition to our monthly Distribution Tariff, as follows (GST will be added to all amounts):

### Member deposits (Where applicable)

- Deposit \$250.00  
(Minimum deposit fee of \$250 or two months average billing (whichever is greater); no interest is paid on deposits held by EQUS.)

### Reconnection/disconnection of service (Per visit)

- During regular business hours, call received by 4 p.m. \$115.00
- Weekends, holidays and after hours (4 p.m. to 8 a.m.) \$230.00

### Metering fees

- Meter test (per meter tested and if meter is accurate) \$150.00
- Digital meter request \$200.00
- Off-cycle meter read \$115.00
- Interval metering monthly fee \$Actual Cost  
(Interval Meter request determined on a per site visit, including all capital and installation costs)
- Meter disputes, which includes a meter test, determined to be the Member's facilities and not EQUS facilities, all costs will be the Responsibility of the member \$Actual Cost

### Fault visit (if fault proves NOT to be supply or metering problem)

- During regular business hours, call received by 4 p.m. \$115.00
- Weekends, holidays and after hours (4 p.m. to 8 a.m.) \$230.00

### Vegetation

- Trimming charges billed on an hourly basis \$150.00 per hour

### Value added services

- Member loan billed monthly and based on loan amount
- Yard light operating fee per month \$7.89
- Renewable energy credits (Monthly cost per REC) \$20.00
- Operation Round-Up \$Varies (GST Exempt)  
(Distribution Tariff "Rounded Up" to next dollar amount)

### Administration

- Dishonored payment \$30.00
- Late payment fee 2% per month
- On site debt collection fee \$115.00
- On-site debt notification fee (Doorknocker) \$115.00
- Switching fee, per site (Voluntary switch to retailer) \$150.00
- Additional Member Usage Information \$25.00 / Hr
- Copy of invoice or transactions/consumption history \$25.00



## 2021 Rate Schedule

Effective January 1, 2021

### Rate 370 – Rural Service

Rate 370	<u>5 kVA</u>	<u>7.5 kVA</u>	<u>10 kVA</u>	<u>15 kVA</u>	<u>25 kVA</u>	<u>&gt;25 kVA</u>
<b>Monthly Operating</b>	\$73.42	\$86.38	\$99.17	\$128.50	\$175.72	\$5.83

Minimum kVA billed on all services is 35 Amps or 5 kVA.

Demand services are billed at a minimum of 65% of the transformer capacity or 25 kVA – whichever is greater.

Demand services with a minimum demand of 650 kVA or greater will be billed \$5.60 per kVA for all kVA in excess of 25 kVA.

### Rate 372 – Idle Rate for Rural Service

Rate 372	<u>5 kVA</u>	<u>7.5 kVA</u>	<u>10 kVA</u>	<u>15 kVA</u>	<u>25 kVA</u>	<u>&gt;25 kVA</u>
<b>Monthly Operating</b>	\$55.06	\$64.78	\$74.39	\$96.38	\$131.78	\$4.38

Idle Service is available to members that select to cease energy consumption for a period of time and request that the electric supply facilities are left in place.

Monthly service charges are based on the kVA of capacity.

Demand services are billed at a minimum of 65% of the transformer capacity or 25 kVA – whichever is greater.

### Rate 375 – Rural Residential Subdivision Service

Rate 375 applies to services within a rural subdivision. The subdivision must have a minimum of 3 services within.

#### Monthly Operating

Monthly service charge per service within the subdivision \$23.32

All kWh Delivered 2.18c/kWh

The monthly rate minimum for a service in a rural residential subdivision is \$23.32.

### Rate 377 – Rural Residential Service

Rate 377 applies to residential services that are used for domestic purposes only with a maximum operating demand of 10 kVA and usage not to exceed 8,000 kWh's each calendar year.

#### Monthly Operating

Monthly service charge per service \$29.93

### Rate 470 – Grain Dryer Service

Rate 470	<u>5 kVA</u>	<u>7.5 kVA</u>	<u>10 kVA</u>	<u>15 kVA</u>	<u>25 kVA</u>	<u>&gt;25 kVA</u>
<b>Monthly Operating</b>	\$48.36	\$57.38	\$66.48	\$87.85	\$116.94	\$3.21

Minimum kVA billed on all services is 35 Amps or 5 kVA.

Demand services are billed at a minimum of 65% of the transformer capacity or 25 kVA – whichever is greater.

Grain dryer rate is only available for use during August through January only. Grain dryer services placed on idle will be billed the applicable distribution tariff as defined in Rate 470.

### Rate 570 – Irrigation Service

Rate 570	<u>10 kVA</u>	<u>15 kVA</u>	<u>25 kVA</u>	<u>30 kVA</u>	<u>35 kVA</u>
<b>Monthly Operating</b>	\$48.88	\$72.65	\$100.22	\$128.79	\$146.75

Irrigation services with a transformer capacity > than 35 kVA are billed at a minimum of 90% of the transformer capacity.

Irrigation services > than 35 kVA, up to and including 75 kVA, will be billed at \$146.75 plus \$4.23 per kVA per month.

Irrigation services > than 75 kVA will be billed at \$146.75 plus \$3.89 per kVA per month.

Irrigation rate is only available for use during May through October only. Irrigation services placed on idle will be billed the applicable distribution tariff as defined in Rate 570.

**Rate 600 – Industrial Subdivision Service**

Rate 600 applies to services within an industrial subdivision with Expected Operating Demands of less than 1,000 kVA. Rate 670 will be applied to industrial services within a subdivision with Expected Operating Demands of 1,000 kVA or greater.

Rate 600	<u>10 kVA</u>	<u>15 kVA</u>	<u>25 kVA</u>	<u>&gt;25 kVA</u>
Monthly Operating	\$102.08	\$129.73	\$175.72	\$5.21

The kVA of Capacity is the greatest of:

1. the highest Metered Demand in the billing period;
2. the Minimum Investment Demand as specified in the ESA, if applicable; or
3. the Minimum kVA of 10 kVA.

An Electric Service Agreement (ESA) with EQUUS may be required for service under this rate.

**Rate 670 – General Service**

Rate 670 applies to services that do not qualify for other specific rates, with Expected Operating Demands of 2,000 kVA or less.

**Monthly Operating**

Minimum monthly kVA billed on all services is 65% of the Expected Operating Demand.

Monthly service charge for the first 50 kVA	\$5.19/kVA
For the next 450 kVA	\$3.24/kVA
For all kVA greater than 500 kVA	\$2.22/kVA

An Electric Service Agreement (ESA) with EQUUS is required for service under this rate.

**Rate 680 – Large General Service**

Rate 680 applies to services that do not qualify for other specific rates, with an Expected Operating Demand of greater than 2,000 kVA. The monthly operating cost will be specific to each member based upon calculation of the following:

- Direct connection costs
- Connection contribution
- Line upgrades
- Forecasted member load
- EQUUS financing costs

**Rate 700 – Street Lighting Service**

Rate 700 applies to street lighting fixtures owned and maintained by EQUUS.

**Operating**

Daily service charge	\$0.6769/Fixture-day
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**Automated Metering Infrastructure (AMI) Rider**

A rider of \$3.50 per meter, per month will be charged associated to the installation of the Automated Metering Infrastructure.

**Transmission (SYSA) Rate**

Transmission (SYSA): The current FortisAlberta AUC approved rate, including all rate riders and EQUUS’ administrative fees, distributed in accordance with EQUUS’ rate policies.

**Investment Rider**

The Investment Rider, and any capital cost recovery component agreed to between you and EQUUS for the new service shall be calculated monthly and billed to you in accordance with the terms and conditions provided to you in your new service letter. Where no such calculation is provided, the monthly investment rider amount is either \$2 per kVA multiplied by the installed transformer size, or the total net capital investment less total pooled investment divided by 240 months, whichever is greater.

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**Option M Distribution Generation Credit / Charge**

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Option M is available to Distribution Generation (DG) members that are interconnected to the distribution system downstream of a FortisAlberta transmission Point of Delivery (POD) and which are exporting into the Alberta Interconnected Electric System, (AIES).

Option M credits/charges received by EQUS for a DG member under the approved FortisAlberta Option M tariff will be flowed through by EQUS to the applicable member.

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**Cooperative Energy Rate (Contract Specific)**

Cooperative Energy Rate: Refer to Energy Contract  
Fixed Energy: Refer to Energy Contract  
UFE & Line Loss: 5.77% on Energy Billed

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**Regulated Energy Rate**

Regulated Energy Rate: Fluctuates Monthly  
Fixed Energy: \$8.00 Flat Fee per Month  
UFE & Line Loss: 5.77% on Energy Billed