

BYLAW NO. 450-21
A BYLAW IN THE TOWN OF PONOKA IN THE PROVINCE OF ALBERTA
TO REPEAL AND REPLACE BYLAW NO. 442-20
SCHEDULES 1, 2, AND 3

WHEREAS pursuant to the *Municipal Government Act*, Statutes of Alberta, 2000, Chapter M-26 as amended or replaced from time to time, Council may pass a bylaw respecting public utilities;

AND WHEREAS Bylaw No. 442-20 was passed to establish authorization for the Distribution Tariff;

AND WHEREAS Council of the Town of Ponoka deems it necessary to repeal and replace Bylaw No. 442-20;

NOW THEREFORE, COUNCIL OF THE TOWN OF PONOKA DULY ASSEMBLED ENACTS AS FOLLOWS:

1. That Bylaw No. 442-20 be repealed.
2. That this Bylaw shall come into effect upon third and final reading.

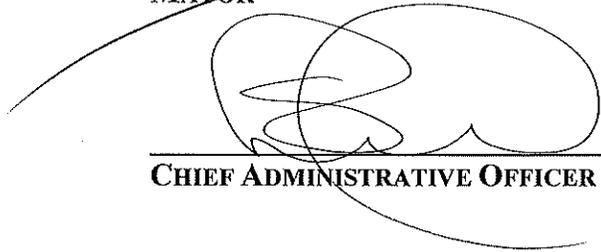
First Reading: February 23, 2021

Second Reading: February 23, 2021

Third & Final Reading: February 23, 2021



MAYOR



CHIEF ADMINISTRATIVE OFFICER

BYLAW NO. 450-21
SCHEDULE 1
Ponoka Electrical Service Fees
Effective June 1, 2021

Service	Fee	Description
PONOKA CHARGES		
Temporary De-energize	\$45.00	This fee applies to a Retailer or Customer who requests a temporary De-energization of service (e.g. – for vacancy or seasonal reasons). A load limiting device may be installed for seasonal, safety or other reasons.
Re-energize after Temporary De-energize	\$45.00	This fee applies to a Retailer or Customer who requests a Re-energization of service including removal of a load limiting device.
Permanent De-energize	No Charge	This service applies to Sites where the Site is De-energized and the equipment permanently removed.
Financial De-energize	\$45.00	This fee applies to a De-energize request from the Default Supply Retailer or Regulated Rate Provider due to non-payment of a Customer account. A load limiting device may be installed for seasonal, safety or other reasons. The fee is charged to the last Retailer to enroll the site.
Re-energize after Financial De-energize	\$45.00 After regular hours \$140	This fee applies to a Re-energize request from a Retailer for a Site that was De-energized for financial reasons. Where a request is made to remove a Load Limiting Device, the Retailer that enrolled the Site will be assessed the fee to remove.
Urgent Re-energize	\$140	This fee applies to an Urgent, Priority 1 Code 1 Reconnect (re-energize) request from a Retailer for a Site. This service includes removal of a Load Limiting Device and is charged to the Retailer making the request.
Delivery of Cut-off Warning Notice	\$25.00	This fee applies to a request from a Retailer to deliver a cut-off warning notice at a Site where either the Site will be cut-off for financial reasons OR the Customer needs to be warned of impending cut-off due to vacancy or other non-financial reasons. The fee is charged to the Retailer who has enrolled the Site.
Extra Service Trip	\$70.00 per trip	This fee applies when an extra service trip is required because the Customer's Site was not ready to be Energized when initially requested. The fee is charged to the Retailer who has enrolled the Site.
Meter Field In Situ Test	\$175.00	This fee applies when the Meter Shop tests a Meter at the request of a Retailer or Customer. The fee is charged only if the accuracy of the Meter is found to be within the limits allowed by the Government of Canada. The fee is charged to the Retailer that enrolled the site, where applicable.
Off-Cycle Meter Reading	\$70.00	This fee is applied when a Retailer requests that an off-cycle Meter reading be performed.

Customer Requests – Off Hours	\$145.00	This fee applies when a Customer requests that work be done after their business hours to minimize disruption of their business, which requires a Town crew working on overtime hours.
Meter Upgrade	\$120.00 \$205.00	Per hour for one person/one truck (single phase) Per hour for two people/one truck (multi phase) Fee applies for the time associated with meter upgrades. The customer is also responsible for the cost of materials including the meter.
Services Hourly Rate	\$85.00 After hours \$170.00	Rate for externally billed work performed by Electrical staff at the Town of Ponoka.
ENMAX CHARGES		
Penalty for Late Payment	3.30%	This fee applies to the total current charges on the bill to a Retailer or Customer. This one-time fee will be applied no less than 25 days following the current Invoice Date indicated on the bill.
Non-Standard Data Request - Interval	\$117.00 Per Hour	This fee applies to requests for interval data that is not provided in HUF format. These requests will be billed in hourly increments, with a minimum one hour charge.
Non-Standard Data Request – Other	\$117.00 Per Hour	This fee applies to requests for interval data that is not provided in HUF format. These requests will be billed in hourly increments, with a minimum one hour charge.

TOWN OF PONOKA

DISTRIBUTION TARIFF

RATE SCHEDULES

Bylaw 450-21 Schedule 2

TOWN of PONOKA

DISTRIBUTION TARIFF

<u>Rate Code</u>	<u>Rate Description</u>	<u>Page</u>
PNK100	Residential	7
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PNK300	Medium Commercial	9
PNK400	Large Commercial	11
PNK500	Street Lighting	12
PNK510	Traffic Lighting	13
PNK520	Lane Lighting	14
PNKBPR	Balancing Pool Rider	15

Distribution Tariff Ponoka Residential

Rate Code PNK100

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

1. Electricity services used exclusively for domestic purposes in separate and permanently metered single-family dwelling units with each unit either separate or incorporated in a common building with other units;
2. Where a business is conducted from a dwelling that is also used for domestic purposes, the Residential Service only available if service is 200 Amps or less;
3. Service available as a single phase 2 or 3 wire service supplied at a standard voltage.

Rate

Transmission:

Variable Charge 0.048586 \$/kWh

Distribution:

Service Charge 0.727517 \$/day

System Usage Charge 0.016118 \$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

No more than one additional unit of living quarters within a single family dwelling, conforming to a Granny Suite per Ponoka Land Use Bylaw, equipped with cooking facilities, may be provided Electricity Services through one Meter. All new construction in R2 or higher density districts shall have a separate Meter for each suite.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff

Ponoka Small Commercial

Rate Code PNK200

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

1. Commercial sites with an expected maximum demand of less than 50 kVA.
2. All unmetered sites where consumption is estimated based on equipment name plate ratings and operational patterns.
3. All sites for which no other rate is applicable.

Rate

Transmission:

Variable Charge 0.021141 \$/kWh

Distribution:

Service Charge 0.22678 \$/day

System Usage Charge 0.03731 \$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

Other

1. Temporary Construction/Service - The cost of all construction and rental charges for transformers and equipment where deemed necessary, required for any temporary Electricity Services, shall be payable by the Customer in advance based on an estimate approved by the Town.
2. Temporary Connection Service – Where applied-for Consumer Services are to be used for temporary purposes only, Ponoka will require the Customer to pay in advance, Ponoka's total estimated cost of installation and removal of the Facilities required for the temporary service, plus the cost of unsalvageable material.
3. Where demand data is expressed in kW but kVA data is required for the calculation of demand components, kVA will be estimated by dividing the kW value by a factor of 0.9.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff

Ponoka Medium Commercial

Rate Code PNK300

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

Commercial sites with demand meters and normal maximum demand of greater than 50 kVA but less than 150 kVA.

Rate

Transmission:

Demand Charge	0.0000	\$/ kVA/day
Variable Charge	0.021141	\$/kWh

Distribution:

Service Charge	1.64564	\$/day
System Usage Charge	0.00838	\$/kWh
Facilities Charge	0.13892	\$/kVA/day

Demand means the maximum amount of energy (kVA) used at a given instance within a billing period. The kVA demand value for the billing period will be the greater of:

- The actual Metered Demand in the Tariff bill period,
- The Ratchet Demand, defined as 85% of the highest metered demand established in the last 365 days ending with the last day of the Tariff bill period,
- The Minimum Contract Demand, or
- The Rate Minimum Demand of 50 kVA

Where demand data is expressed in kW but kVA data is required for the calculation of demand components, kVA will be estimated by dividing the kW value by a factor of 0.9.

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

Other

1. This rate is not applicable where the customer is using electrical generating equipment for other than emergency use.

2. Non-standard Residential Bulk-Metering

Bulk metering of multiple-unit residential occupancies under one corporate identity, i.e. town housing, apartments, mobile home parks, shall be subject to the following:

- a) Metered conductors shall not cross public streets, lanes, or other public property.
- b) The customer shall not re-sell electricity, but may include electricity as part of the rental charge but not separate therefrom.
- c) The customer shall maintain a reasonable well-balanced load on the Municipal in-feed.
- d) Costs payable by customer or customer's responsibility include:
 - i) Cost of enclosures for metering equipment.
 - ii) Where applicable, excess metering costs over and above the cost of single-point secondary-voltage Metering (one meter and three CTs), except where otherwise specifically provided for.
- i) All construction costs on the load side of the meter.
- ii) All other construction costs, subject to standard investment policies.
- iii) All operating and maintenance costs for the electrical system on the load side of the meter, and for main Service Location disconnects, fuses or breakers, and including costs of periodic inspection and preventive maintenance of the electrical system on the private property where otherwise specifically provided for.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff

Ponoka Large Commercial

Rate Code PNK400

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

1. Commercial sites with demand or interval meters and normal maximum demand of greater than 150 kVA.
2. Service is at the secondary voltage of the transformer.

Rate

Transmission:

Demand Charge	0.00000	\$/kVA/day
Variable Charge	0.021141	\$/kWh

Distribution:

Service Charges	6.69575	\$/day
System Usage Charge	0.01122	\$/kWh
Facilities Charge	0.03200	\$/kVA/day

Demand means the maximum amount of energy (kVA) used at a given instance within a billing period. The kVA Demand value for the billing period will be the greater of:

- The actual Metered Demand in the Tariff bill period,
- The Ratchet Demand, defined as 85% of the highest metered demand established in the last 365 days ending with the last day of the Tariff bill period,
- The Minimum Contract Demand, or
- The Rate Minimum Demand of 150 kVA

Where demand data is expressed in kW but kVA data is required for the calculation of demand components, kVA will be estimated by dividing the kW value by a factor of 0.9.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff Ponoka Street Lighting

Rate Code PNK500

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

Standard street and highway lighting.

Rate

Transmission:

Variable Charge	0.044169	\$/kWh
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Distribution:

Service Charge	0.268658	\$/day
System Usage Charge	0.033365	\$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

Includes routine luminaire maintenance including replacement of failed lamps, damaged glassware and reflectors; repair or replacement of defective ballasts and controls; lamp cleaning; and scheduled system inspections.

Where energy consumption can be easily predicted service will be provided to the Site as an unmetered service. The estimated consumption will be based on equipment name plate rating and operational patterns. The Town reserves the right to audit and re-estimate energy consumption.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff Ponoka Traffic Lighting

Rate Code PNK510

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

Traffic lights and traffic control services.

Rate

Transmission:

Variable Charge	0.044169	\$/kWh
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Distribution:

Service Charge	0.282091	\$/day
System Usage Charge	0.035034	\$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

Includes routine luminaire maintenance including replacement of failed lamps, damaged glassware and reflectors; repair or replacement of defective ballasts and controls; lamp cleaning; and scheduled system inspections.

Where energy consumption can be easily predicted service will be provided to the Site as an unmetered service. The estimated consumption will be based on equipment name plate rating and operational patterns. The Town reserves the right to audit and re-estimate energy consumption.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff Ponoka Lane Lighting

Rate Code PNK520

Rate Schedule for the provision of Distribution Access Service to customers of a Retailer.

Eligibility

Lane lighting services.

Rate

Transmission:

Variable Charge	0.044169	\$/kWh
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Distribution:

Service Charge	0.439478	\$/day
System Usage Charge	0.035034	\$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

Includes routine luminaire maintenance including replacement of failed lamps, damaged glassware and reflectors; repair or replacement of defective ballasts and controls; lamp cleaning; and scheduled system inspections.

Where energy consumption can be easily predicted service will be provided to the Site as an unmetered service. The estimated consumption will be based on equipment name plate rating and operational patterns. The Town reserves the right to audit and re-estimate energy consumption.

Local Access Fee

The LAF is a charge determined by Town Council that applies to all electric sites in the Town of Ponoka.

Distribution Tariff Ponoka Balancing Pool Rider

Rate Code PNKBPR

The Balancing Pool Rider is to flow through the Alberta Electric System Operator Consumer Allocation Rider (Rider F) which is an amount transferred to AESO from the Balancing Pool under Section 82 of the Electric Utilities Act.

Eligibility

All Ponoka Distribution Tariff Rate Codes.

Rider

The charge or refund will be applied to the metered energy of each Rate Code and changed from time to time to reflect the prevailing charge or refund for the Province as determined by the Balancing Pool Administrator:

0.002681 charge/(refund) \$/kWh

Terms and Conditions

The Terms and Conditions apply to all Retailers eligible to sell electricity and electricity services in the Town of Ponoka settlement zone and provide for other charges.

TOWN OF PONOKA
Bylaw 450-21
Schedule 3
DISTRIBUTION TARIFF

Terms and Conditions

**Town of Ponoka
Distribution Tariff
Terms and Conditions**

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**Town of Ponoka
Distribution Tariff
Terms and Conditions**

PART A: GENERAL

1.0 DEFINITIONS

The following words and phrases, whenever used in these Terms and Conditions, a Rate Schedule, a Fee Schedule, a Retail Access Services Agreement or an Interconnection Agreement, shall have the respective meanings set out below:

- (a) **“Arbitration Act”** means the *Arbitration Act* (Alberta);
- (b) **“AUC”** means the Alberta Utilities Commission;
- (c) **“AUC Rule 021”** means the Settlement System Code Rules as established under the authority of the *EUA* and approved by the AUC;
- (d) **“Billing Demand”** means the demand as defined in the Town of Ponoka Distribution Tariff Rate Schedule;
- (e) **“Business Day”** means any day other than a Saturday, Sunday or a Statutory holiday in the Province of Alberta;
- (f) **“Connected Load”** means in relation to a Site, the sum of the capacities or ratings of the Energy consuming apparatus connected to Town of Ponoka’s Electric Distribution System at the Site;
- (g) **“Connection Services”** means services provided by Town of Ponoka to Customers, which will allow for the transport of Energy to the Customer’s facilities and includes, without limitation, Meter services, Meter data management and other related services as offered by the Town from time to time, as set out in these Terms and Conditions;
- (h) **“Customer”** means a Person purchasing electricity for the Person’s own use, a Transmission Connected Customer, a Distributed Generator, or a Developer, as context requires;

**Town of Ponoka
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- (i) **“De-energize” or “De-energization”** means the disconnection of metering or electrical equipment to the Electric Distribution System to prevent Energy from flowing to the Site;
- (j) **“Default Supplier”** means a Retailer appointed by an owner pursuant to Section 3 of the *Roles, Relationships and Responsibilities Regulation (Alberta)*;
- (k) **“Demand”** means the rate at which Energy is delivered to or by a system (expressed in kVA or kW) at a given instant or average over any designated period of time;
- (l) **“Developer”** means a Person or a Person on behalf of another Person, who is developing the land or structure, or both, on which the Facilities are being installed;
- (m) **“Distributed Generation”** means a generating unit that is interconnected with the Facilities;
- (n) **“Distributed Generator”** means a Person who delivers Energy to the Town’s Facilities as set out in these Terms and Conditions includes a Micro-Generator;
- (o) **“Distributed Generation Interconnection Services”** means services provided by the Town which will allow for the Distributed Generator’s delivery of Energy to the Town’s Facilities as set out in these Terms and Conditions;
- (p) **“Distribution Access Service”** means Electric Distribution Service which has the meaning given to it by the EUA;
- (q) **“Distribution Tariff”** means a document prepared by the Town and approved by Municipal Council that sets out:
 - (i) Rate Schedules, and
 - (ii) Terms and Conditions;

**Town of Ponoka
Distribution Tariff
Terms and Conditions**

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- (r) **“Electric Distribution System”** means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility;
- (s) **“Electricity Services”** means services associated with providing electricity to a Person, including:
- (i) the Exchange of Energy,
 - (ii) making financial arrangements to manage financial risk associated with the pool price,
 - (iii) Distribution Access Service,
 - (iv) System Access Service,
 - (v) ancillary services,
 - (vi) billing,
 - (vii) metering,
 - (viii) performing Load Settlement, and
 - (ix) any other services specified in the regulations made under Section 115 of the *EUA*;
- (t) **“Eligible Customer”** has the meaning given to it by the *EUA*;
- (u) **“Emergency”** means:
- (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm Load, equipment damage, or tripping of system elements that could adversely affect the reliability of the Electric Distribution System or the safety of Persons or property,
 - (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of fuel,

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- (iii) a condition that requires implementation of an Emergency operations system as defined in the ISO's operating policy and procedures, or
- (iv) any other condition or situation that the Town or the ISO deems imminently likely to endanger life or property or to affect or impair the Town's Electric Distribution System or the electrical systems of others to which the Town's Electric Distribution System is directly or indirectly connected. Such a condition or situation may include but is not limited to potential overloading on the Town's Electric Distribution System, Facilities, transmission and/or distribution circuits, or unusual operating conditions on either the Town's Electric Distribution System, Facilities, transmission or distribution circuits or on those of an indirectly connected electrical system, or conditions such that the Town is unable to deliver Energy for a Customer or Retailer without jeopardizing the Town's Electric Distribution System, Facilities, transmission or distribution circuits or those of an indirectly connected electrical system;
- (v) **"Energize" or "Energization"** means the connection of metering or electrical equipment to the Electric Distribution System to permit Energy to flow to the Site and includes any derivation of this word, as the context requires;
- (w) **"Energy"** means the capability of electricity to do work, measured in kilowatt hours;
- (x) **"ENMAX"** means ENMAX Corporation;
- (y) **"EPC"** means ENMAX Power Corporation and includes a Person, if any, authorized to act on its behalf under the *EUA*. Where in these Terms and Conditions reference is made to the EPC obligation to provide or own meters, such obligation will include a commercial arrangement where such function is outsourced to a third party, as contemplated by Section 104 of the *EUA*.
- (z) **"Exchange"** means to provide electric Energy to or receive electric Energy from the IES;
- (aa) **"EUA"** means the *Electric Utilities Act*, (Alberta);
- (bb) **"Facilities"** means the Town's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, Meters, Meter reading devices, Load Limiting Devices and other electrical apparatus;

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- (cc) **“Fee Schedule”** means the schedule approved by the Town as Schedule “A” attached to and forming part of these T’s & C’s which sets out the charges for the provision of Connection Services, Distributed Generation Interconnection Services, or Retail Access Services, as amended from time to time;
- (dd) **“Force Majeure”** means acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the Electric Distribution System is interconnected, failure of any supplier, Customer or Retailer to perform, failure, curtailment, interruption or reduction of the transmission or Electric Distribution Systems’ capacity, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Town, provided that in no event shall the lack of finances or inability to perform due to financial condition constitute Force Majeure;
- (ee) **“IES”** means the Interconnected Electric System which is all transmission facilities and all Electric Distribution Systems in Alberta that are interconnected, but does not include an Electric Distribution System or a transmission facility within the service area of the City of Medicine Hat or a subsidiary of the City of Medicine Hat, unless the City of Medicine Hat passes a bylaw that is approved by the Lieutenant Governor in Council under Section 138 of the *EUA*;
- (ff) **“Interconnection Agreement”** means an agreement between the Town and a Distributed Generator, which sets the terms upon which the Town provides Distributed Generation Interconnection Services to the Distributed Generator and the associated Rate Schedule and Fee Schedule;
- (gg) **“Invoice Date”** means the date as indicated on a Retailer’s invoice;

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- (hh) **"Islanded Operation"** means a condition in which a portion of the Town's Facilities is electrically separated from the rest of the Town's Facilities and is Energized by one or more Distributed Generators;
- (ii) **"ISO"** means the Independent System Operator established in the *EUA* to carry out the duties of the Independent System Operator under the *EUA* and carrying on business as the Alberta Electric System Operator;
- (jj) **"kVA"** means kilovolt ampere or kilovolt amperes;
- (kk) **"kW"** means kilowatt or kilowatts;
- (ll) **"kWh"** means kilowatt hour or kilowatt hours;
- (mm) **"Load"** means the Demand and Energy delivered or required to be delivered to a Site;
- (nn) **"Load Limiting Device"** means a device that limits or reduces the electric current provided to the Customer;
- (oo) **"Load Settlement"** means the functions set out in the Settlement System Code, AUC Rule 021;
- (pp) **"LSA"** means Load Settlement Agent, which is the entity conducting Load Settlement calculations for a particular Load Settlement zone;
- (qq) **"MDM"** means Meter Data Manager which is the entity responsible for collecting metering data, correcting and validating interval and cumulative metering data, storing historic data, and reporting Load and consumption data and corresponding time periods;
- (rr) **"Meter"** is the apparatus and associated equipment, which measure active Energy or reactive Energy or both, as approved by Measurement Canada;
- (ss) **"Micro-Generation Regulation"** means the *Micro-Generation Regulation (Alberta)*;
- (tt) **"Micro-Generator"** means micro-generator as defined in the *Micro-Generation Regulation*;

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- (uu) **"Minimum Contract Demand"** is the minimum kVA contracted for the Customer;
- (vv) **"Town"** means the Town of Ponoka or a duly appointed wire service provider.
- (ww) **MSP** means Meter Service Provider which is the entity responsible for installing, removing, repair and maintenance of meters;
- (xx) **"Operating Procedures"** means the procedures for the operation of both the Distributed Generator's facilities and the Town's Facilities relating to an interconnection, which may be revised from time to time by the Town upon written notice to the Distributed Generator and attached as a schedule to an Interconnection Agreement;
- (yy) **"Optional Facilities"** means Facilities requested by the Customer that are, in the opinion of the Town, beyond what is required to provide safe, reliable and economic service consistent with current municipal standard practice or are expected to cause increased operation and maintenance expenses to the Town;
- (zz) **"Parties"** means the Town, the Customer, Retailer, or any other Person taking any services, under this Distribution Tariff and these Terms and Conditions and **"Party"** means any one of them;
- (aaa) **"PCC"** means Point of Common Coupling which is the point at which the Facilities are connected to the Distributed Generator's facilities or conductors, and where any transfer of electric Energy between the Distributed Generator and the Town takes place;
- (bbb) **"Person"** means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;
- (ccc) **"PFAM"** means Post Final Adjustment Mechanism which is the process that market participants must follow when final settlement data is being disputed and the market participants are requesting financial adjustments be made as a result of the dispute;
- (ddd) **"POD"** means Point of Delivery which is the metered interconnection point between the transmission system and the distribution system;

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- (eee) "**Power Factor**" means the ratio of real or productive power measured in kilowatts (kW) to total or apparent power measured in kVA;
- (fff) "**Power Pool**" means the scheme operated by the ISO for:
- (i) Exchange of electric Energy, and
 - (ii) financial settlement for the Exchange of electric Energy;
- (ggg) "**Ratchet Demand**" means 90% of the highest kVA Demand in the last 365 days ending with the last day of the Distribution Tariff bill period as defined in the TBC;
- (hhh) "**Rate Schedule**" means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers, Distributed Generators for the provision of Distributed Generation Interconnection Services, or Retail Access Services;
- (iii) "**Re-energize**" or "**Re-energization**" means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to a Site;
- (jjj) "**Regulated Rate Provider**" or "**RRP**" means the owner of an Electric Distribution System, or a Person authorized by the owner that provides Electricity Services to Eligible Customers in the owner's service area under a Regulated Rate Tariff;
- (kkk) "**Regulated Rate Tariff**" means a tariff which provides for a transition rate or a flow-through rate and applies to any Eligible Customer; in these T's & C's and posted on the Municipal website;
- (lll) "**Retail Access Services**" means the services provided by the Town to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service, Meter data management, Load Settlement, and Meter services and other related services as offered by the Town from time to time;
- (mmm) "**Retail Access Services Agreement**" means an agreement between the Town and a Retailer, which sets forth the terms upon which the Town provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule;

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- (nnn) "**Retail Electricity Services**" means Electricity Services provided directly to a Customer but does not include Electricity Services provided to Eligible Customers under a Regulated Rate Tariff;
- (ooo) "**Retailer**" means a Person who sells or provides Electricity Services, including a RRP and Default Supplier and includes an affiliated Retailer;
- (ppp) "**Retailer of Record**" means the Retailer that the Load Settlement system recognizes as providing Retail Electricity Services to a given Site for a given day;
- (qqq) "**Service Connection**" means the physical connections of the Town Facilities to the facilities of a Customer;
- (rrr) "**Settlement System Code**" or "**SSC**" means the Settlement System Code as established under the authority of the *EUA* and as amended from time to time;
- (sss) "**Settlement Zone**" means the collection of Sites that are jointly settled by a Load Settlement system;
- (ttt) "**Site**" means a unique end use service delivery point;
- (uuu) "**Site ID Catalogue**" means the electronic file containing Site Identification Numbers and location information for all Sites to which the Town provides delivery services;
- (vvv) "**Site Identification Number**" means a unique identification number assigned to each Site;
- (www) "**System Access Service**" means the service obtained from the transmission system;
- (xxx) "**TBC**" means the Alberta Tariff Billing Code, AUC Rule 004;
- (yyy) "**Terms and Conditions**" or "**T's & C's**" means these Terms and Conditions for any services, as amended from time to time;

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(zzz) "Unaccounted for Energy" or "UFE" means unaccounted for Energy which is the difference between:

- (i) the Electric Distribution System total Energy for the hour, and
- (ii) the sum of the allocated hourly Energy at the Site, plus their allocated losses.

2.0 INTERPRETATION

2.1 Conflicts

If there is any conflict or ambiguity between a provision expressly set out in a Retail Access Services Agreement, an Interconnection Agreement, Rate Schedule and these T's & C's, the provisions of these T's & C's shall govern to the extent of the conflict or ambiguity.

2.2 Headings

The division of these T's & C's into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these T's & C's.

2.3 Acts and Regulations

The reference to a legislative Act or regulations includes regulations enacted thereunder, and any supplements, amendments or replacements.

3.0 GENERAL PROVISIONS

3.1 Approval

These Terms and Conditions form part of the Town's Distribution Tariff and have been approved under the regulatory authority of the Municipal Council.

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3.2 Acceptance of Terms and Conditions

The taking of any services by a Customer or Retailer under these T's & C's constitutes acceptance by the Customer or Retailer of these T's & C's and assumption of all obligations set forth herein with respect to that service.

3.3 Modification of Terms and Conditions

No agent or employee of the Town is authorized to modify or change these Terms and Conditions or the Rate Schedule, or to bind the Town to perform in any manner inconsistent with these Terms and Conditions or the Rate Schedule.

3.4 Collection of Taxes and Fees

The Town shall collect franchise fees, and sales, excise, or other taxes imposed by governmental authorities with respect to any service, including Distribution Access Service.

3.5 Payment of Invoice

All fees, rates and charges required to be paid under these T's & C's shall be paid following receipt of an invoice for the fees, rates and charges. The invoice may be issued by a Retailer on behalf of the Town or directly by the Town. Transactional charges include one-time charges as defined by the TBC. Customers or Retailers shall be invoiced for services according to the fees set out in the Fee Schedule and in accordance with these T's & C's.

Invoices shall be deemed rendered, and other notices duly given when delivered to a Party personally, when mailed to or left at the premises where service is provided or the last known address of the Party or when delivered to the address identified pursuant to these T's & C's. Failure to receive such an invoice from the Town will not entitle the Party to any delay in the settlement of each account nor to any extension of the date after which a late payment charge becomes applicable. In the case of a dispute between the Town and a Party, the Party shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute.

Payment shall be made in a form as determined by the Town.

Late payment penalties, at a rate established by the Town from time to time and specified in the invoice, will be applicable to the total current charges outstanding, no less than 25 days

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following the Invoice Date. Parties who fail to make payments on time are subject to normal credit action, including, but not limited to:

- (a) reminder letters;
- (b) telephone notification;
- (c) use of collection agencies;
- (d) requiring prepayment before additional service;
- (e) withholding additional service; and
- (f) legal action.

3.6 Underpayments

Underpayments of any amount are treated as normal receivables outstanding.

3.7 Dishonored Payments

The Town may assess a dishonored payment fee, as outlined in the Fee Schedule, to any Party whose payment to the Town is dishonored by any financial institution. Receipt by the Town of a payment instrument that is subsequently dishonored or refused payment or returned by a financial institution shall not be considered valid payment.

3.8 Credit and Prepayment

Subject to these T's & C's, prior to the Town entering into any agreement which provides credit to a Party, the Party must satisfy the Town that the Party is capable of meeting its obligations by satisfying either credit or security requirements as follows:

- (a) Credit
Provide information necessary to establish and monitor ability to pay.
- (b) Security
Provide and maintain one of the following forms of security (in the Town's sole discretion):
 - (i) a satisfactory guarantee of payment;
 - (ii) a guarantor who satisfies the Town's credit requirements;

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(iii) providing a satisfactory irrevocable letter of credit from a Canadian chartered bank; or equivalent lending institution satisfactory to the Town; or

(iv) a cash deposit.

Service on credit may be withheld if the Party has outstanding accounts for previous service provided by the Town.

Parties not extended credit are required to prepay for services.

Notwithstanding any credit or security arrangements, the Town, at its sole discretion, may require full or partial prepayment as a pre-condition to providing any services.

3.9 Customer Facilities

The Customer shall be responsible for the installation and condition of Customer owned equipment and facilities on a Site, or on premises controlled or occupied by the Customer. The Town will retain ownership of its equipment and Facilities whether affixed to a Customer's facilities or not.

3.10 Service Calls

The Town will require a Customer to pay the appropriate fee, as per the Fee Schedule, for a Customer-requested service call if the source of the problem is the Customer's equipment or facilities.

3.11 Law

These T's & C's, the Retail Access Services Agreement and any Interconnection Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of laws. Any lawsuit arising in connection with these T's & C's, the Retail Access Services Agreement or an Interconnection Agreement shall be brought in the courts of the Province of Alberta.

3.12 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under these T's & C's, a Retail Access Services Agreement or an Interconnection Agreement shall be in writing and shall be personally delivered, mailed or delivered by facsimile transmission (with

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the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

- if to the Customer, the address and the addressee on record with the Town;
- if to the Retailer, the address and the addressee set out in the Retail Access Services Agreement between the Retailer and the Town;
- if to the Distributed Generator, the address and the addressee on record with Town;

if to the Town,

Town of Ponoka
200, 5604 50 Street
Ponoka , Alberta
T4J 1G5

A Party may change the address or addressee from time to time by giving written notice of such change as set out in this Section. Any notice, demand or request made, given or delivered hereunder is considered delivered: when sent by facsimile, on the next Business Day following a confirmed facsimile; when mailed, at the end of the 4th Business Day after mailing; or when hand delivered, at the time of delivery where proof of delivery date is provided.

All general operational notifications will be communicated electronically.

Default Supplier

The Town has appointed ENMAX Energy Corporation as its Default Supplier. The Default Supplier must provide Retail Electricity Services to a Customer that is not an Eligible Customer, where the Customer is unable to:

- (a) continue to purchase Retail Electricity Services from the Customer's Retailer for any reason; or
- (b) obtain Retail Electricity Services for any reason.

4.0 CONNECTIONS

4.1 Interruptions

The Town may discontinue or otherwise curtail, interrupt or reduce Connection Services or Distributed Generation Interconnection Services:

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- (a) to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Town's Facilities; to maintain the safety and reliability of the Town's Electric Distribution System; or
- (b) for any other reason, including Emergencies, forced outages, potential overloading of the Town's Electric Distribution System or Force Majeure.

4.2 ISO System Control Requirements

The Customer or Retailer acknowledge and agree that the Town is bound by all ISO operating instructions, policies and procedures as are set forth in the current ISO rules and ISO operating policies and procedures; and they will cooperate with the Town so that the Town will be in compliance with all ISO operating procedures, including, but not limited to, those procedures pertaining to minimum and maximum generation, Emergencies, and measures requiring involuntary Customer and Retailer participation, such as supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

4.3 Compliance With Governmental Directives

The Customer and Retailer acknowledge that the Town may need to act in response to governmental or civil authority directives or regulatory orders, which may affect a Person's operations, and agree to cooperate with the Town in order to enable the Town to comply with all such directives or orders.

5.0 LIABILITY AND INDEMNIFICATION

5.1 Definitions

In this Section:

- (a) "**Affiliate**" has the meaning given to it in the *Business Corporations Act* (Alberta) but shall not include the municipal corporation;
- (b) "**Customer Information**" has the meaning given to it in the *Code of Conduct Regulation* (Alberta);
- (c) "**Direct Loss or Damage**" means direct physical damage, injury or loss, but does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special, punitive, exemplary or consequential loss or damages of any kind whatsoever; and

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5.2 Limitation of Liability

The Town does not guarantee or promise uninterrupted service. Except for Direct Loss or Damage caused by the negligence or willful misconduct of the Town or breach of these T's & C's by the Town, the Town shall not be liable to any Customer, Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with the provision by the Town of Electricity Services, Distribution Access Service, or any failure, estimated data errors, defect, fluctuation, reduction, De-energization, suspension, curtailment or interruption in the provision of Electricity Services and Distribution Access Service.

5.3 Consequential Damages

The Town shall not be liable for special, indirect, punitive, exemplary or consequential damages resulting from or arising out of performance under these T's & C's, including, without limiting the generality of the foregoing, loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, or any other indirect, special or consequential loss or damage of any kind whatsoever.

5.4 Town Not Liable for Retailer

The Town provides Electricity Services under these Terms and Conditions. The Town also provides Retail Access Service to *Retailers, Connection Services, and Distributed Generation Interconnection Services* to Customers under these Terms and Conditions. Retailers and Customers may enter into an arrangement or agreement for the provision of services beyond those that the Town provides under these Terms and Conditions. The Town shall not be liable to a Customer or Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with:

- (a) The Town's conduct in compliance with, or as permitted or required by:
 - (i) these T's & C's,
 - (ii) a Retail Access Services Agreement, and
 - (iii) any legal or regulatory requirements related to Distribution Access Service;
- (b) any failure of a Retailer to comply with these T's & C's or a Retail Access Services Agreement;
- (c) the presence, installation, or use of equipment installed by or on behalf of a Retailer;

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- (d) any action taken by or on behalf of a Retailer;
- (e) any failure of a Retailer to perform any commitment to a Customer or any action including, but not limited to, the failure of a Retailer to provide services to a Customer as set out in any arrangement or agreement made between a Customer and a Retailer;
- (f) any acts, omissions or representations made or done by a Retailer in connection with soliciting Customers for Retail Access Services; or
- (g) the disclosure of Customer Information by a Retailer.

5.5 Indemnity

Customers and/or Retailers shall indemnify and hold harmless, and at the option of the Town, defend the Town from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, brought against the Town which arise from, result from, or are in any way connected with any act, omission or failure of the Customer, Retailer or any other Person arising from, resulting from or in any way connected with these Terms and Conditions, including the failure of a Retailer to obtain from a Customer any authorization or consent required or referred to in these Terms and Conditions, the Town's Distribution Tariff, a Distributed Generation Interconnection Agreement, or under any other arrangement or agreement with the Town, or between the Customer and a Retailer or between the Customer or Retailer and any third party.

Without limiting the generality of the preceding paragraph, the Customer or Retailer shall also indemnify and hold harmless, and at the option of the Town, defend the Town from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, brought against the Town by any Person, which arise from, result from, or are in any way connected with:

- (a) Islanded Operation of the Customer's facilities;
- (b) the failure of the Customer's facilities to detect and clear an electrical fault that occurs on the Facilities;
- (c) the failure of the Customer's facilities to shut down after De-energization of the Facilities and before the automatic reclosing of the Town's switching devices;
- (d) the routine presence in or use of Energy over the wires, cables, devices or other facilities owned or controlled by the Customer;

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- (e) the failure of the Customer to perform any of their respective duties or obligations as set out in these T's & C's; or
- (f) the Customer's improper use of Energy or electric wires, cables, devices or other facilities.

5.6 Interruption

The Town shall have the right, without any liability to Retailers, Customers or any other Person in law, equity, contract or tort, to De-energize or otherwise curtail, interrupt or reduce Electricity Services or any other service provided under these Terms and Conditions when:

- (a) the Town reasonably determines that such a De-energization, curtailment, interruption or reduction is necessary:
 - (i) to facilitate the construction, installation, maintenance, repair, replacement or inspection of any of the Town's Facilities;
 - (ii) to maintain the safety and reliability of the Town's Electric Distribution System, or a connecting entity's electrical system, or
 - (iii) due to any other reason, including Emergencies, forced outages, potential overloading of the Electric Distribution System or Force Majeure; or
- (b) The Town is directed to do so by the ISO.

The Town will make reasonable efforts to notify Customers of a De-energization, curtailment or interruption or reduction in Distribution Access Service, although it is understood and agreed that there may be circumstances in which no notice may be given prior to any such De-energization, curtailment, interruption or reduction.

The Town is not liable to Customers and Retailers or any other Person in law, equity, contract or tort for any loss, damage, injury or claim of any nature whatsoever arising from or connected in any way with:

- (a) A De-energization, curtailment, interruption or reduction in Electricity Services or any other service provided under these T's & C's; or
- (b) the sufficiency or lack of notice given by the Town of a De-energization, curtailment, interruption or reduction in Electricity Services or any other service provided under these T's & C's.

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5.7 Force Majeure

If an event of Force Majeure occurs that affects the Town's ability to provide any service provided under these T's & C's, so far as they are affected by the event of Force Majeure or its consequences, the services shall be terminated if the event of Force Majeure is of such character or consequence as to make the further provision of the services impossible or impracticable, or the services shall be suspended until the event of Force Majeure or its consequences are remedied, and for such period thereafter as may reasonably be required to restore the services. Where reasonably practical, the Town shall give advance notice to the Customer or Retailer, of such event of Force Majeure. It is recognized and agreed that it may not be possible for the Town to provide advance notice of such event of Force Majeure, in which case the Town shall provide the Customer or Retailer, with notice as soon as practicable.

the Town is not liable to Customers or Retailers or any other Person in law, equity, contract or tort for any loss, damage, injury or claim of any nature whatsoever arising from or connected in any way with the sufficiency or lack of notice given by the Town of an event of Force Majeure.

6.0 DISPUTE RESOLUTION

6.1 Arbitration Procedure

Unless otherwise specified herein, disputes arising between the Parties shall be determined by arbitration. With respect to any matters not specifically set out in these T's & C's, the provisions of the *Arbitration Act* shall apply.

6.1.1 Decisions Binding

A decision of the single arbitrator or the majority of three arbitrators named or appointed shall be final and binding upon each of the Parties to the dispute. The Parties shall abide by the terms of any award rendered without delay.

6.2 Resolution by the Town and Customer or Retailer

Unless otherwise specified herein, any dispute arising between the Town and a Customer or Retailer in connection with these Terms and Conditions shall be resolved as set out in these Terms and Conditions. The Town and the Customer or Retailer, acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an amicable manner. The Town, a Customer or Retailer may provide written notice of its desire to have the

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dispute resolved. Within ten (10) days of such notice being provided, the Chief Administrative Officer of the Town and the Customer or Retailer shall meet to attempt to resolve the dispute.

The costs of detailed analysis beyond the initial investigation will be borne by the requestor in the dispute, unless it is found that the Town is or was in error.

6.3 Resolution by Arbitration

If a dispute has not been resolved under Section 6.2 within 10 days after notice, from the Town, Customer or Retailer, of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to the procedure set out in Section 6.4.

6.4 Arbitration Procedure

6.4.1 Arbitrators

Whenever any arbitration is permitted or required under these T's & C's to resolve a dispute between the Parties, arbitration proceedings shall be commenced by a Party desiring arbitration (the "**Initiating Party**") giving notice to the other Party (the "**Responding Party**") specifying the matter to be arbitrated and requesting an arbitration thereof. The Initiating Party shall within five days thereafter, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within five days after receiving notice from the Initiating Party, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two arbitrators so appointed shall thereupon meet and select a third arbitrator (the "**Chairman**") acceptable to both. If the Responding Party fails to appoint an arbitrator within the time limit and deliver notice of the appointment to the Initiating Party, then the Initiating Party shall be entitled to appoint an arbitrator on behalf of the Responding Party and is hereby appointed the agent of the Responding Party for that purpose. In the event that the two arbitrators so appointed are unable to agree upon the Chairman within 10 days of the appointment of the arbitrator for the Responding Party, then the Initiating Party shall be entitled to make application to the Court of Queen's Bench of Alberta pursuant to the *Arbitration Act* for selection of the Chairman, and the provisions of the *Arbitration Act* shall govern such selection.

6.4.2 Failure to Concur

In the event of the failure, refusal or inability of any arbitrator to act, or continue to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as herein before provided.

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6.4.3 Decision

The resultant arbitration panel shall thereupon proceed to hear the submissions of the Parties, and shall render a decision within 30 days after the appointment of the Chairman. The decision of the majority of the arbitration panel (or of the Chairman, if there is no majority decision) shall be deemed to be the decision of the arbitration panel and the decision of such majority or the Chairman, as the case may be, shall be final and binding upon the Parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against any Party, provided, however, that the Parties shall bear their own witness and counsel fees. The arbitrators shall have access to all books and records of the Parties relating to the matter in dispute and the Parties will co-operate with the arbitrators and provide all information reasonably requested by them.

6.4.4 Late Decision

If an arbitration decision is not made within the time herein provided, then until it is so made and unless the other Party has taken any of the actions referred to in this paragraph, a Party, upon 30 days' notice to the other Party and to the arbitrators, may:

- (a) cancel the appointment of the arbitrator previously made and initiate new arbitration proceedings by a new notice to the other Party pursuant to these T's & C's; or
- (b) cancel such arbitration proceedings and proceed in the courts of the Province of Alberta as though Section 6.0 did not exist.

6.4.5 Technical Competence

Any arbitrator appointed under the provisions of Section 6.0 whether by concurrence of the Parties, by either Party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta, shall, in the reasonable 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.

6.4.6 Application of the Arbitration Act

Except as herein modified, the provisions of the *Arbitration Act* shall apply to any arbitration proceeding.

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6.5 Continuity of Service

All performance required under these T's & C's and payment therefore shall continue during the dispute resolution proceedings contemplated by these T's & C's. However, in the case of any such proceedings pertaining to amounts payable under these T's & C's, 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 rate to be determined in the arbitration proceeding, from the date so determined, until paid.

7.0 MISCELLANEOUS

7.1 Compliance with Applicable Legal Authorities

The Town and the Customer and Retailer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. The Town will not violate directly or indirectly, or become a Party to a violation of any requirement of the ISO or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide any services Town's obligation to provide service under these T's & C's is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

7.2 No Waiver

The failure of any Party to insist on any one or more instances upon strict performance of any provisions of these T's & C's, or a Retail Access Services Agreement, or an Interconnection Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these T's & C's, a Retail Access Services Agreement or an Interconnection Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

7.3 No Assignment

A Customer or Retailer may not assign any rights or obligations under these T's & C's without obtaining:

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- (a) all necessary regulatory approval(s); and
- the prior written consent of the Town, which consent shall not be unreasonably withheld.

The Town may assign any or all of its rights and obligations under these T's & C's, the Retail Access Services Agreement, and the Interconnection Agreement, without the Customer's or Retailer's consent, to any entity provided the assignee agrees, in writing, to be bound by all of the T's & C's hereof and provided all necessary regulatory approvals are obtained.

No assignment shall relieve the assigning Party of any of its obligations under these T's & C's, the Retail Access Services Agreement, or the Interconnection Agreement, until such obligations have been assumed by the assignee in writing. Any assignment in violation of these T's & C's shall be void.

8.0 DEFAULT

8.1 Event of Default

A Party will be deemed to be in default ("**Defaulting Party**"), of its obligations under the Town's Distribution Tariff if it:

- (a) is the subject of a bankruptcy, insolvency or similar proceeding;
- (b) makes an assignment for the benefit of its creditors;
- (c) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- (d) violates any code, regulation or statute applicable to the supply of Energy; or
- (e) fails to pay the other Party ("**Non-Defaulting Party**"), when payment is due, or to satisfy any other obligation or requirement under the Town 's Distribution Tariff, Retail Access Services Agreement, or the Interconnection Agreement, and fails to remedy any such failure or delinquency within three Business Days after receipt of written notice thereof from the Non-Defaulting Party.

8.2 Rights Upon Default

In an event of default, the Non-Defaulting Party shall be entitled to pursue any and all available legal and equitable remedies and terminate the Retail Access Services Agreement or Interconnection Agreement without any liability or responsibility whatsoever except for

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obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements.

The Town may access security posted by a Party without prior notice, if the Party files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the Party), becomes a Defaulting Party or if for any reason a Party ceases to provide service to its Customers.

If a Party fails to make payment as set out in these Terms and Conditions, the Town may immediately withhold or suspend the Party's service, terminate service, transfer the Retailer's Customers to the Default Supplier in the case of a Retailer, and apply any security held by the Town before the service coverage period of the security expires. Notwithstanding action provided for or taken pursuant to the preceding sentence, the Town may take credit action against any Party with respect to an account on which payment is not made to the Town. The Town may assess the Party for any or all administrative and collection costs relating to the recovery by the Town of amounts owed.

If a Party fails to provide or maintain adequate security upon the Town's request, the Town may immediately withhold or suspend services provided to the Party pursuant to these Terms and Conditions.

If a Party or Person who guarantees the financial obligations of the Party, as the case may be, ceases to be in the Town's estimation, creditworthy, the Town will demand alternative security and, if not provided, may immediately suspend the provision of further services to the Party until the Town in its sole discretion determines that the Party is capable of meeting its payment obligations by either satisfying the credit requirements or providing security.

Any withholding or suspension under these Terms and Conditions shall not relieve the Party from any obligation to pay any rate, charge or other amount payable which has accrued or is accruing to the Town.

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PART B: RETAIL ACCESS SERVICES

9.0 RETAIL ACCESS SERVICES

9.1 Provision of Retail Access Services

The Town will offer Retail Access Services to Retailers who have demonstrated eligibility under the Town's eligibility requirements. EPC will provide Retail Access Services, upon and subject to these T's & C's.

9.2 Initiation of Distribution Access Service

To initiate Distribution Access Service for a Customer, the Retailer shall submit an enrollment request for the Customer as set out in these T's & C's. The Retailer shall not request enrollment until all applicable rescission periods have elapsed.

As specified in AUC Rule 021, if the information on the enrollment request and other information required by the Town are complete and correct, the Town shall process the request for enrollment. Once the Town completes the processing of the enrollment request, the Retailer shall become the Retailer of Record for that particular Customer.

9.3 Reasonable Efforts

The Town shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction of Distribution Access Service to the extent reasonably practicable under the circumstances, and to resume Distribution Access Service as promptly as reasonably practicable.

9.4 De-Energization

9.4.1 De-Energization of a Site

The Town may De-energize a Site, and thereby discontinue Distribution Access Service in respect of a Customer, as set out in these T's & C's.

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9.4.2 De-Energization at Request of Retailer

The Town will De-energize a Site and discontinue Distribution Access Service in respect of a Customer, either temporarily or permanently where the Retailer requests on behalf of the Customer, physical disconnection of the service by submitting a request notice to the Town.

The Town will discontinue Distribution Access Service in response to a request from the Retailer upon receipt of a De-energization request notice.

A Retailer may request a Site to be De-energized temporarily due to vacancy. If the Town finds the Site occupied, the Town reserves the right not to De-energize immediately but to leave a warning notice in order to give the occupant(s) the opportunity to make appropriate arrangements for electricity service.

9.5 Fees

The Town will charge fees to Retailers for services described in Section 9.0 and as set out in the Fee Schedule.

10.0 ARRANGEMENT FOR SYSTEM ACCESS SERVICES

The Town shall obtain from the ISO the System Access Service that the Town considers necessary to enable the transportation of Energy that will be sold or provided by the Customer's Retailer. The Retailer shall be responsible for all related charges paid or payable by the Town to the ISO.

11.0 METERING EQUIPMENT

The Town provides all Meter services within its service area. The Town is accredited by Measurement Canada to provide these services and will only install Measurement Canada approved metering equipment.

11.1 Provision of Meters

The Town will own, install, seal and approve the Meters for all Sites on its distribution system as set out in these T's & C's. An Energy, Demand/Energy or interval Meter will be installed as required. The Town considers both an electronic Demand Meter and a thermal Demand Meter as appropriate apparatus for recording Distribution Tariff Billing Demands.

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11.2 Provision of Interval Meters

The Town will consider interval metering for a Site that registers over 150 kVA at least twice in the previous 365 days. For new Customers moving into an existing Site, the Town will make an estimate of Site Demand, and if the estimate is greater than 150 kVA, an interval Meter will only be installed upon Customer request. For an existing Site, where modifications are made to the infrastructure requiring Demand greater than 150 kVA, an interval Meter will only be installed upon Customer request. When interval metering is installed, the cost of the new interval Meter, installation and incremental meter reading, will be borne by the Customer. When the Customer changes at a Site, all Meters may be removed or modified at the sole discretion of the Town.

11.3 Unmetered Sites

Sites will be metered or unmetered at the sole discretion of the Town.

11.4 Changes to Metering Equipment

Should a Customer or Retailer request a new Meter or a communication device be attached to the existing Meter, the request shall be made as set out in these Terms and Conditions and the Town shall provide, install, test, and maintain the requested metering or communication device. The Customer or Retailer shall bear the cost incurred by the Town in providing and installing the Meter or attaching the communication device as set out in the Fee Schedule. Upon installation, the Meter or communication device shall remain the property of the Town and will be maintained by the Town, the Town shall complete installation of the Meter or attachment of the communication device, if reasonably possible, within 30 days of receiving a request from the Customer or Retailer. The Town shall charge the Customer or Retailer upon installation.

11.5 Meter Upgrade and Non-standard Meters

Requests for the provision of a Meter up-grade and the Town approved non-standard Meters, communication equipment and data field recordings will incur an extra service charge as set out in the Fee Schedule.

11.6 Hard to Access/Safety Concerns

The Town requires access and reserves the right to test and maintain the Meter on a Customer Site:

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- (a) The Town staff are prevented from meeting obligations as dictated by Measurement Canada regulations at locations that are inaccessible; or
- (b) in the judgment of The Town, there is an apparent and enduring safety concern present.

The Town will make reasonable efforts to set up an appointment and make arrangements for consistent access.

If unable to make contact and arrangements, The Town will De-energize the Site and will not Re-energize the Site until access has been obtained. The Customer shall bear the cost of the Re-energization as set out in the Fee Schedule.

12.0 METER DATA MANAGEMENT

12.1 Responsibilities

- (a) The Town shall be the sole source to manage consumption and interval data for interval and cumulative Meters to collect Meter data, to validate and estimate interval and cumulative Meter data, to store historical data, and to report data to the stakeholders as outlined in the Settlement System Code (SSC).AUC Rule 021.
- (b) The Town will read all Meters in its service territory as set out in The Town meter reading schedule.

12.2 Historical Data Request (Interval and Cumulative)

- (a) Any historical data request by any Person requesting the historical Meter data shall have authorization (written consent) by the Customer.
- (b) The MDM shall charge for any non-standard historical data request (interval and cumulative), including any special reports and graphs as outlined in the Fee Schedule.
- (c) Any Person requesting historical metering data from The Town shall fully complete the Town's "Authorization to Release Electricity Load Data" form.
- (d) The Customer's Retailer shall be responsible for obtaining necessary and appropriate contractual or other arrangements consistent with applicable statutes and regulations and these T's & C's. The Town provides a standard service to Retailers in compliance with the AUC Rule 010, Rule on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity.

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12.3 Data Validation, Estimation and Editing

- (a) The MDM performs validation, estimation and editing as outlined in the Settlement System Code (SSC)AUC Rule 021 to produce settlement ready data for the LSA and Retailers.
- (b) If requested by the Customer's Retailer, The Town will describe methods used to estimate Customer Energy usage.

12.4 Meter Reading Disputes

It is the Retailer's responsibility to assist Customers concerned about their consumption levels and explain possible causes for their high consumption.

If a Retailer disputes a read, the Retailer may request an off-cycle read.

The Town will make a reasonable attempt to read any Meter as requested by the Retailer, subject to the charges set out in the Fee Schedule.

If an off-cycle read shows that a prior recorded reading is incorrect, then the cost of the off-cycle read will be waived.

12.5 Hard to Access Sites

Where the Town has made repeated attempts to read a Meter and has been unable to obtain a Meter read at a Site, The Town will make reasonable efforts to contact the Customer.

Once contacted, the Customer must arrange an appointment to have the Meter read and make arrangements for consistent access or installation of a remote Meter device.

If unable to make contact and/or arrangements to regularly read the revenue meter at a residential or commercial property as dictated by the AUC, or due to Customer refusal to allow access or installation of a remote meter device, or general inaccessibility of the meter, the Town will De-energize the Site and not Re-energize the Site until access has been obtained. The Customer shall bear the cost of the Re-energization as set out in the Fee Schedule.

13.0 LOAD SETTLEMENT SERVICES

Load Settlement allocates Energy consumption to Retailers based on Customer enrollments as set out in the Settlement System Code (SSC) AUC Rule 021.

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13.1 Reporting/Posting Information

Load profiles, Unaccounted for Energy (UFE, losses, loss multiplier and Settlement Zone consumption data will be made publicly available. Individual Retailers will have access only to their consumption data. Information reported will be consistent with the Settlement System Code, AUC Rule 021.

The Settlement System Code (SSC)AUC Rule 021 calls for a number of standard content, standard format electronic transactions which The Town implements as described therein.

13.2 Fee for Service

Custom reports and other data may be provided to Retailers on request, on a fee for service basis as per the Fee Schedule. These reports and data may include detailed extracts of data that are used in settlement but not provided in the standard information complement as mandated by the Settlement System Code (SSC), AUC Rule 021. The provision of reports and data requests may be subject to Customer consent.

14.0 ENROLLMENT

Enrollment is the process whereby a Retailer communicates to The Town that it assumes responsibility for Retail Access Service for that Site.

Retailers must use either the mandated enrollment process described in the Settlement System Code (SSC) AUC Rule 021 or on the EPC website to communicate enrollment of a Site.

A Site is identified by a unique Site Identification Number.

Site Identification Number information is available in the Site ID Catalogue on the Town's website. A Site must be enrolled with a Retailer before Energy can flow.

14.1 Retail Access Services Responsibilities

The Town is responsible for the construction and maintenance of the distribution system infrastructure including metering equipment installed for the purposes of Electricity Service in the Town.

As an owner of an Electric Distribution System, the Town's responsibilities are to:

- (a) be the LSA;

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- (b) be the MSP;
- (c) be the MDM;
- (d) issue invoices to Retailers for distribution services and other transactions;
- (e) maintain a Site ID Catalogue and Site information for all Sites that are included in Load Settlement;
- (f) process, in accordance with the Settlement System Code (SSC), AUC Rule 021, all enrollment requests that are received, irrespective of the identity of the Retailer submitting the request, and under the assumption that the Retailer has permission from the Customer to enroll the Site;
- (g) maintain Customer information as it is supplied by the Retailer; and
- (h) in the event of a Retailer failure or default, the Town will forward Site and Customer information for affected Customers to the RRP or Default Supplier.

If The Town becomes aware of an unauthorized use of electricity, it will take the appropriate steps to mitigate the situation. The Town will notify the Retailer if it initiates the De-energization of a Site for theft, non-standard service entrance or other similar incidents.

14.2 General Retailer Responsibilities

Retailers must:

- (a) ensure that they have all requisite authorizations before initiating any related transaction;
- (b) use the unique Site Identification Number as the primary means of communicating changes to Site status;
- (c) Provide the Town with up-to-date basic Customer information (including emergency contact, account name, addresses and phone numbers) for all Sites that they service;
- (d) be responsible for all charges associated with a Site until the site is de-selected in accordance with AUC Rule 021 or another Retailer enrolls that Site;
- (e) act as the point of contact with Customers; and
- (f) request Retail Electricity Services on behalf of Customers.

The Town expects to have limited direct contact with Customers who have Retailers. Therefore, the designated Retailer will be the main source of electricity industry information for these Customers. Calls from Customers regarding a power outage on the distribution system should be directed immediately to (403) 562-2021 the Town's twenty-four hour trouble line).

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(*Call 9-1-1 if the Customer is experiencing a life-threatening emergency.)

The Customer's Retailer shall be responsible for obtaining necessary and appropriate contractual or other arrangements consistent with applicable statutes and regulations and these T's & C's.

The Customer's Retailer is financially responsible for all service requests made on behalf of their Customers. The Town will invoice Retailers for these services.

14.2.1 Retailer Due Diligence

It is the Retailer's responsibility to ensure valid Customer enrollment. Retailers are expected to have the required Customer enrollment authorization (i.e., the Retailer must confirm with the Customer that the Customer wishes to be enrolled and has explicitly given approval for the enrollment).

14.2.2 Enrollment Submission and Notification

Retailers must comply with the Town's enrollment submission and notification procedures. When making an enrollment request, Retailers must supply:

- (a) a "Select Retailer Request" (SRR); and
- (b) an "Update Customer Information" (UCI) transaction,

both as specified in AUC Rule 021.

In addition, Retailers must comply with the "Enrollment Mechanics", specified in AUC Rule 021.

Enrollment of a Site is irrevocable and the Retailer bears full responsibility for the accuracy of enrollment transactions submitted to the Town. A Retailer that erroneously enrolls a Site will bear responsibility for the associated Distribution Tariff costs and any other financial implications associated with the error.

14.3 Provision of Customer Information

Retailers shall submit to EPC an UCI transaction, as specified in AUC Rule 021, to change any Customer information.

Retailer failure to provide accurate Customer information may result in suspension of Retailer eligibility.

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14.4 Energize Site

Requests for Site Energization are processed as follows:

- (a) the Retailer will request the Site Energization, on behalf of the Customer;
- (b) the Retailer will provide the Site Identification Number, date of required service and contact name and phone number(s);
- (c) The Town will enroll the Site with the appropriate Retailer before commencing service; and
- (d) the Retailer will provide any other information that The Town reasonably requires.

14.5 De-select Site

De-selecting a Site breaks the link between a Retailer and a Site, so that the Retailer is no longer responsible for further Distribution Tariff charges for that Site.

The Town will follow the de-select process described in AUC Rule 021, as amended from time to time.

14.6 De-energize Site

Retailers may request The Town to permanently or temporarily De-energize a Site. Only the Default Supplier or RRP may request a De-energize for financial purposes.

14.6.1 Re-energize Site

Retailers may request The Town to Re-energize a Site.

14.7 Retiring Site Identification

Site identifications, once created and Energized, are included in Load Settlement and form the basis for invoicing until the Site is permanently De-energized by the Town.

14.8 Identification Numbers

Electronic information exchange between the Retailer and The Town under these T's & C's shall employ a Retailer identification number. This identification number will uniquely represent each Retailer operation within Alberta. The ISO shall assign this number when a participant is approved as a market participant. The Town will assign a unique Site Identification Number to each individual Site.

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The Site Identification Number is available in the on-line EPC Site identification catalogue.

15.0 INVOICING

As set out in the TBC, EPC will invoice Retailers for Distribution Tariff services and transaction related services.

15.1 Distribution Tariff Invoices

The Town will provide invoices to each Retailer as set out in the Distribution Tariff Rate Schedule. Distribution Tariff invoices from the Town are due as of the Invoice Date.

15.2 Billing to Customer

The Customer's Retailer will be responsible for any direct billing to and collections from the Customer.

15.3 Late Payment

Any invoice rendered to a Retailer for which valid payment has not been received as set out in these Terms and Conditions shall be considered past due. The penalty for late payment charges as set out in the Fee Schedule will be applicable to the total current charges outstanding. Payments will be applied first to arrears and then to current charges.

15.4 Default or Failure to Pay

Retailers who fail to make payments for Distribution Tariff services on time will be notified immediately. Failure to make full payment after notification may result in suspension of Retailer eligibility status as set out in these Terms and Conditions.

15.5 Estimated Invoices

The Town reserves the right to provide invoices based on estimated consumption.

15.6 Payment of Accounts

The Retailer shall pay the entire amount stated on the invoice without deduction, set-off or counterclaim, notwithstanding any dispute in whole or in part of the amount. Any invoice rendered to a Retailer is due on the Invoice Date. Invoices shall be deemed paid when payment

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is made either by way of cheque or electronic funds transfer to the bank account specified by the Town pursuant to the Retail Access Services Agreement. Payments received in foreign currency will be credited to the Retailer's account based on the foreign exchange dealer bid price that the Town receives on the date the payment is deposited. Any dispute with respect to a Retailer's invoice shall be resolved by the dispute resolution processes.

Failure to receive an invoice does not release a Retailer from the obligation to pay the amount owing for any Retail Access Services provided by the Town with payment due dates as outlined in these Terms and Conditions.

15.6.1 No Payment Required

No payment shall be required on invoices or credit invoices on which the total amount due is less than \$10.00.

15.6.2 Refunds

Refund cheques will be generated for credit invoice balances exceeding \$10.00 and 30 days on Retailer's account.

15.7 Invoice Adjustments

Where the Town overcharges or undercharges a Retailer as a result of an invoicing error including, but not limited to, PFAM's, incorrect Meter reads or clerical errors by a Town representative applying the wrong rate, wrong billing factor, or an incorrect calculation, the Town may render an adjusted invoice for the amount of the undercharge, without interest, and shall issue a credit to the Retailer for the amount of the overcharge, without interest, as set out in the following procedures:

- (a) if a Retailer is found to have been overcharged due to an invoicing error, the Town will calculate the amount of the overcharge for credit to the Retailer on the Retailer's next invoice following the discovery of the invoicing error for those months during which an invoicing error occurred, up to a maximum period of 12 months immediately preceding the month in which the invoicing error is discovered, or as otherwise provided by any governmental authority, legislation or regulation. Overpayments will be offset against any invoices outstanding, unless a request to the contrary is received from the Retailer; and
- (b) if a Retailer is found to have been undercharged due to an invoicing error, the Town may invoice the Retailer for those months during which an invoicing error occurred, up to a

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maximum period of 12 months immediately preceding the month in which the invoicing error is discovered. Payment from the Retailer will be due as set out in these T's & C's.

15.7.1 Demand Waiver

- (i) The Town may consider granting a Demand waiver request when the new Demand is the result of a Town of Ponoka system power outage, which consequently requires the simultaneous start of the Customer's equipment. The Customer's normal Demand will replace the new peak Demand for invoicing purposes in this situation; or the new peak Demand. If the request is granted, the Billing Demand will be the higher of the Minimum Contract Demand or the Ratchet Demand. In addition, the peak Demand caused during the simultaneous start of the Customer's equipment will be excluded from the Ratchet Demand. A Demand waiver request must be provided, in writing, to the Town within 90 days of the power outage.

16.0 ELIGIBILITY OF RETAILER

16.1 Eligibility of Retailer

Before the Town will provide Retail Access Services to a Retailer pursuant to these Terms and Conditions, a Retailer must meet and maintain the following eligibility requirements.

16.1.1 Licensing

The Retailer, to sell or provide Electricity Services, must be duly licensed and registered, where applicable, with Alberta Energy, Alberta Government Services, the ISO and subject to any regulations or policies made under the *Fair Trading Act* (Alberta).

16.1.2 Prudential Requirements

The Town's determination of the Retailer prudential requirements are as specified in the *Distribution Tariff Regulation* (Alberta).

16.1.3 Agreement between the Town and Retailer

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The Retailer must have entered into a Retail Access Services Agreement with the Town and the Retail Access Services Agreement must be in full force and effect.

16.1.4 Communications Capabilities

The Retailer must have in place all required information technology systems that will enable it to send data to and receive data from the Town, as set out in the current AUC Rule 021 and TBC, and satisfy its obligations under these Terms and Conditions.

Connectivity testing to ensure data exchange communications are established will be entered into only with prospective Retailers who have formally initiated the eligibility process described in these Terms and Conditions.

16.2 Confidentiality

The Town shall keep all Retailer specific credit and security information confidential unless the Town has the Retailer's written authorization and consent to disclose such information to other Parties, provided however that such information shall not be subject to such confidentiality where such information:

- (a) is generally available to the electric industry or the public at the time of disclosure;
- (b) subsequent to receipt by the Town, becomes generally available to the electrical industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;
- (c) was available to the Town on a non-confidential basis prior to its disclosure to the Town;
- (d) subsequent to receipt by the Town, was on competent evidence established by the Town available to the Town on a non-confidential basis from a source other than the Retailer or an authorized representative of the Retailer, without breach of these Terms and Conditions; or
- (e) must be disclosed by law to a governmental authority where there is no reasonable alternative to such disclosure.

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17.0 CUSTOMER PROTECTION

17.1 Disclosure

Customers always have the right to access their information held by the Town. Any Retailer chosen by a Customer should have access to basic information held by the Town that is needed to serve the Customer and operate its business efficiently.

The Town will ensure that other Parties' access to Customer information is restricted unless the Customer consents to the disclosure of this information in a manner permitted under the *Code of Conduct Regulation* (Alberta) provided however that such information shall not be considered confidential where:

- (a) the information is generally available to the public; or
- (b) must be disclosed by law to a governmental authority where there is no reasonable alternative to such disclosure.

Information may be transferred without consent in the case of legal, regulatory or law enforcement requirements.

17.2 Errors Discovered by Retailers

When a Retailer discovers that an error has been made in data it has transmitted to the Town, the Retailer shall correct the error and notify the Town immediately.

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PART C: CONNECTION SERVICES

18.0 APPLICATION FOR CONNECTION SERVICES

18.1 Provision of Connection Services

Upon request, the Town will provide Connection Services to Customers requesting such services and who meet the application requirements set out in these Terms and Conditions. The Town will make reasonable efforts to provide Connection Services that will allow for the supply of Energy to the Customer's facilities at a nominal 60-Hertz alternating current and at the nominal voltage level for the Service Connection and variations, which comply with the Canadian Standards Association standards. The Town shall make all reasonable efforts to provide a continuous supply of Energy to its Customers, but cannot guarantee an uninterrupted supply of Energy. Notwithstanding any other provision of these Terms and Conditions, in cases where the Connection Services are interrupted by defective equipment or fail from an event of Force Majeure, unless through the negligence of the Town's employees, servants or agents, the Town will not be liable for the defect, irregularity, interruption or failure.

A Customer may apply for Connection Services to allow for the supply of Energy as set out in these Terms and Conditions. Some voltage levels may not be available at all locations served by the Town's Electric Distribution System. Applications will be received through any agent or duly authorized representative of the Town. The Customer of record will be either:

- (a) the owner of the premises serviced; or
- (b) a tenant meeting credit requirements.

18.2 Application for Connection Services

18.2.1 Method and Form of Application

If a Customer is not of the age of majority as defined in the *Age of Majority Act* (Alberta), a deposit may be required in order to obtain Connection Services. The Town reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by the Town. No servant, agent or employee of the Town is authorized to modify orally any provisions of a written

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application or to bind the Town to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized Municipal representative.

18.2.2 Application by Retailer or Other Person

A Retailer or any other Person acting as agent of a Customer may apply for Connection Services on behalf of the Customer if the Retailer or other Person provides the Town with verifiable Customer authorization to make the application. The Customer authorization must be dated and signed by the Customer, and must include the Customer's name and explicit expression of the Customer's intention to obtain Connection Services at a specified Site.

18.2.3 Provision of Information

Upon request, the Town shall furnish to any Person detailed information on the method and manner of making application for Connection Services. Such information may include a description of the Service Connections available, connections necessary between the Facilities and the Customer's facilities and premises, location of entrance Facilities and metering equipment, and Customer and EPC responsibilities for installation, operation and maintenance of the Facilities.

The Town may require an applicant for Connection Services to provide:

- (a) information regarding the location of the premises to be served (municipal address), the Customer's Connected Load (a single line diagram) and preferred supply conditions (interconnection requirements and a requested in-service date) and the manner in which Connection Services will be utilized;
- (b) site mechanical and final grading plans showing roads, driveways, sidewalks, building outlines, requested transformer location, final grade, landscaping, and gas and deep utility plans;
- (c) credit information or references; and
- (d) any other information that the Town reasonably requires; and
- (e) an estimate of usage per month, on a dollar basis.

Upon receipt of the required information, the Town will advise the applicant of the type and character of the Connection Services it will furnish to the Customer, (if any), any special conditions that must be satisfied before the Town will provide any Connection Services, the Site

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at which the Connection Services will be provided, the Customer's Distribution Tariff Billing Demand and, if requested, the location of the Town's metering and related equipment.

18.2.4 Rejection of Application

The Town may, in its sole discretion, reject any applicant's request for Connection Services where:

- (a) the type of Connection Services applied for are not available or normally provided by the Town in the area where the Connection Services are requested;
- (b) the applicant or the Customer does not have all requisite permits, certificates, licenses, or other authorizations or right-of-way agreements for the installation and operation of Connection Services;
- (c) The Town determines, that the Customer is not creditworthy or that a previous account held by the Customer with the Town is in arrears;
- (d) the Customer fails to provide an acceptable security deposit or letter of credit;
- (e) any representation made by the applicant or the Customer to the Town for the purpose of obtaining Connection Services is, in the Town's opinion, fraudulent, untruthful or misleading;
- (f) the Customer has not, when requested by the Town to do so, provided a signed written application for Connection Services;
- (g) the proposed Loads, in the Town's opinion, have characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Town's personnel; or

18.2.5 Approvals

The applicant for Connection Services shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations and right-of-way agreements necessary for the installation and operation of the Connection Services and shall submit copies of them to the Town upon request. The Town shall not be required to commence or continue installation or provision of Connection Services unless and until the applicant and the Customer have complied with the requirements of all governmental authorities, all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all the Town requirements applicable to the installation and provision of Connection Services.

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18.3 Responsibilities

18.3.1 Rights of Way

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

In all agreements between the Customer and the Town regarding the management of vegetation, the Customer is required to give the Town permission to manage and remove vegetation on the property owned or controlled by the Customer and the right to maintain proper clearances as set out in the Alberta Electrical Utility Code. The Town will make reasonable efforts to notify the Customer before such work is performed.

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

18.3.2 Customer Liability

For Customer owned equipment and facilities, the Customer assumes full responsibility for the proper use of Connection Services provided by the Town and for the condition, installation, suitability and safety of any and all wires, cables, devices or appurtenances or facilities Energized on the Customer's premises, or on premises owned, controlled or occupied by the Customer.

18.3.3 Protective Devices

The Customer shall be responsible for determining whether the Customer needs any devices to protect the Customer's facilities from damage that may result from the use of Connection Services including, without limiting the generality of the foregoing, single phasing protection on three-phase Service Connections. The Customer shall provide, install, and maintain all such devices.

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18.3.4 Standards for Interconnection

The Customer's installation shall conform to the requirements of the Town.

18.3.5 Suitability of Equipment

All of the Customer's facilities shall be suitable for operation with Connection Services and Facilities provided by the Town. The Customer shall not use Connection Services for any purpose, or with any apparatus, that could cause a power quality disturbance greater in magnitude than normal or acceptable industry limits, to any part of the Town's Electric Distribution System.

18.4 Connections

18.4.1 Interference with the Town's Property

No one other than an authorized employee or agent of the Town shall be permitted to remove, operate, or maintain Meters, electric equipment or other Facilities. The Customer shall not interfere with, extend or alter the Town's Meter, seals or other Facilities or permit the same to be done by anyone other than the authorized agents or employees of the Town. Municipal facilities shall be installed at points most convenient for the Town's access and service and in conformance with applicable public regulations. The Customer shall be responsible for all destruction, loss or damage to the Town's Meters, electric equipment, seals or other Facilities located on the Customer's premises or on premises owned, operated or controlled by the Customer where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Customer or anyone permitted by the Customer to be on the premises, provided however, that the Customer shall not be liable for such destruction, loss or damage where such destruction, loss or damage is due to circumstances beyond the Customer's control.

18.4.2 Protection of the Town's Equipment

The Customer shall furnish and maintain, and arrange access to, at no cost to The Town, the necessary space, housing, fencing, barriers, and foundations for the protection of Facilities necessary for the provision of Connection Services to be installed upon the Customer's premises, or on the premises owned, occupied or controlled by the Customer, whether the Facilities are furnished by the Customer or by the Town. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the

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Town's specifications and approval. If the Customer refuses, The Town may at its option furnish and maintain, at the Customer's cost, the necessary protection.

18.4.3 Unauthorized Use or Unsafe Conditions

If the Town determines that there has been an unauthorized use of Energy or Connection Services including but not limited to any tampering with a Meter or other Facilities, unauthorized Energization or Re-Energization, or theft or fraud, intentional or unintentional use of Energy whereby the Town is denied full compensation for services provided, the Town may make such changes in its Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities and Connection Services, and also to ensure the safety of the general public and Municipal Personnel and the Customer is hereby deemed to consent to such corrective action. Upon finding an unauthorized or unsafe use of Facilities or Energy or finding that Connection Services have not been used as set out in these Terms and Conditions, the Town may discontinue the Connection Services and charge the Customer, Retailer or any other Person acting as agent for the Customer for all damages suffered by the Town and all costs incurred in correcting the condition. Nothing in this Section shall be deemed to constitute a waiver of any other rights of redress which may be available to the Town or to limit in any way any or limitation of legal recourse which may be open to the Town.

18.4.4 Relocation of Facilities

The costs of relocating the Town's Meter, seals or other Facilities shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by The Town, the Customer shall pay estimated relocation costs in advance.

18.4.5 Customer's Facilities

For Customer owned facilities, the Customer will ensure that its facilities comply with the applicable requirements of the Canadian Electrical Code and with all technical guidelines issued from time to time by the Town. The Customer shall not use its Connection Services in a manner which causes undue interference with any other Customer's use of Connection Services such as an abnormal disturbance to the voltage, frequency and waveform of the Energy supply. At the Town's request, the Customer shall, at the Customer's expense, take whatever action is required to correct such interference or disturbance. Alternatively, the Town may elect to correct the interference or disturbance at the Customer's expense.

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The Customer shall design, install and operate its facilities in such a manner as to maintain a Power Factor of not less than 90%. the Town may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, or the Town may install at the Customer's cost, such remedial or corrective equipment as the Town may deem necessary under the circumstances.

The Customer shall not, without the written consent of the Town, use its own facilities in parallel operation with the Town's Electric Distribution System. A Customer shall not extend or permit the extension of its facilities connected to the Town's Electric Distribution System beyond property owned, controlled or occupied by that Customer.

18.4.6 New Multiple Dwellings

All units in new multi-unit residential buildings (including apartment and condominium buildings) will be metered and billed on an individual basis, unless the Town agrees otherwise.

Where the Town and a Customer have agreed that service to a new multiple dwelling shall be delivered through a single meter, the applicable commercial rate schedule will apply to the service.

18.5 Change in Connection Services

18.5.1 Prior Notice by Customer

A Customer shall give the Town reasonable written notice prior to any change in the Customer's requirements for Connection Services, including any change in Connected Load, to enable the Town to determine whether it can accommodate such change without alterations to its Facilities. A Retailer or any other Person who is acting as agent for a Customer and who provides the Town with verifiable authorization from the Customer may give such notice to the Town on the Customer's behalf. If the Town receives such notice from a Retailer or other Person, the Town may at its option require that such notice be provided directly from the Customer.

The Customer shall not change its requirement for Connection Services without the Town's written permission. The Customer shall be responsible for all damages, whether direct or indirect or consequential, caused to the Town's Electric Distribution System or Facilities as a result of the Customer changing its requirements for Connection Services without the Town's permission.

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18.5.2 Changes to Facilities

If the Town must modify its Facilities to accommodate a specific request for change, howsoever caused, in a Customer's requirements for Connection Services, the Customer shall pay for all costs attributable to such modification including, without limitation, the following costs:

- (a) the estimated cost of removing the Facilities, less the estimated salvage value, plus
- (b) the estimated cost of installing the new Facilities, less
- (c) any applicable the Town investment in new Customer load, plus
- (d) prepaid operations and maintenance: 20% of the estimated costs of any Facilities that the Town deems to be Optional Facilities for the Customer. To be applied when the Town anticipates increased operation and maintenance expenses associated with the Customer's proposed facilities.

18.6 De-energization of Service

18.6.1 De-energization at Request of Customer

The Customer may on 30 day's prior oral or written notice to the Town, request the De-energization of the Electricity Services. De-energization notice can be revoked with at least 48 hours notice in advance of the scheduled De-energization date. In the case of permanent De-energization, the Customer may be required to pay for any unrecovered investment made by the Town in respect of providing the Customer's Electricity Services.

18.6.2 De-energization for Safety Reasons

The Town reserves the right to discontinue Connection Services to a Customer at any time without notice, or to refuse to make such Connection Services available to the Customer, where, in the Town's opinion:

- (a) the Customer has permitted the Customer's facilities to become hazardous;
- (b) the Customer's facilities are unsafe or defective or will become unsafe or defective imminently;
- (c) there has been tampering with any service conductors, seals or any Facilities or any Meters;

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- (d) the Customer's facilities fail to comply with applicable statutes, regulations, standards and codes and the Town's requirements; or
- (e) the use of Connection Services may cause damage to the Facilities or the Electric Distribution System or interfere with or otherwise disturb any other service provided by the Town.

The Town will continue Connection Services when the condition has been rectified to the Town's satisfaction, when the Customer has provided, or paid the Town's costs of providing, such Facilities as may be necessary to rectify the condition and prevent the condition from reoccurring, and the Customer's facilities are approved by the appropriate authority. The Town shall make a reasonable effort to notify each Customer, within a reasonable time after De-energization, of the reason for the De-energization and the actions required for Re-energization.

18.6.3 De-energization Other Than for Safety

The Town may at any time, after having given at least 48 hour's oral or written notice to a Customer, discontinue Connection Services or install a Load Limiting Device to restrict the capability of Connection Services if the Customer:

- (a) violates any provision of these T's & C's or other components of the Distribution Tariff;
- (b) neglects due payment to the RRP or Default Supplier and the RRP or Default Supplier requests De-energization. In this case, for residential Customers (rate class PNK100), the Town will install a Load Limiting Device, in accordance with the *Distribution Tariff Regulation* (Alberta);
- (c) upon receiving a written request to provide access to the Meter, neglects to arrange such access;
- (d) changes its requirements for Connection Services without the written permission of the Town; or
- (e) provides the Town with incorrect information or makes fraudulent or unauthorized use of Connection Services.

18.6.4 Re-energization of Service Other Than for Safety

If Connection Services to a Customer are De-energized or restricted by a Load Limiting Device the Customer shall, prior to Re-energization of services:

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- (a) pay any amount owing to the Town; and, the RRP or the Default Supplier (including any related restoration fees); and/or
- (b) resolve any non-financial reason for the De-energization.

18.6.5 Removal of Facilities

Upon termination of Connection Services, the Town will be entitled to enter upon and remove from the property owned, occupied or controlled by the Customer any of the Facilities located upon the property.

18.7 Residential Investment

The Town of Ponoka will invest in Residential development connections with developers in accordance with the following conditions:

1. The Town investment level for residential subdivision developments will be the cost to provide an overhead main feeder and overhead distribution service to each lot.
2. The developer shall be responsible for the installation and all future maintenance of the service coil.
3. Payments to the subdivision Developer shall be made as each individual service is connected to the Ponoka system and responsibility for the asset turned over to the Town.
4. Only 100 Amp and 200 Amp services are provided;
5. Overhead secondary conductors will be 240/120 V – single phase three wire.
6. For single family and semi-detached dwellings, a service coil is provided by the Town however the developer shall provide and install all necessary duct required for the secondary service cables from the building to the Town's duct at the utility right-of-way.
7. For multi-family dwellings, the developer is responsible for installing secondary cable from the transformer to the service entry panel.
8. All future maintenance of the service coil provided for underground services on the developer's property will be the customer's responsibility.
9. All work done at or near the transformer must be done under Town supervision and inspected by the Town prior to energization at the developer's expense.
10. The Town shall pay the costs of connecting a micro-generation unit to the interconnected electric system as set out in the Micro-Generation Regulation.

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18.8 Non-Residential Investment

The Town of Ponoka will invest in Non-Residential customer connections in accordance with the following conditions:

1. The Town investment level in connection facilities for Small Commercial (PNK200), Medium Commercial (PNK300) and Large Commercial (PNK400) services is \$500/kVA of Maximum Supply Capacity per Site.
2. Service voltage is determined by the Town with input from the customer on anticipated load requirements.
3. Overhead conductor is provided by the Town.
4. Underground conductor is provided by the customer.
5. On private property outside of the utility right-of-way boundary, the customer shall provide and install duct required for secondary service cables from the building to the Town's duct at the secondary side of the transformer.
6. The customer shall provide and install secondary cables required.
7. All work done at or near the transformer must be done under Town supervision and inspected by the Town prior to energization at the customer's expense.
8. Minimum Contract Demand: the minimum kVA contracted for by the Customer;
9. Contract Term: the term of the standard contract is typically between 5 and 15 years and will commence on the date the Town determines that the connection is capable of providing the Maximum Contract Capacity;
10. Contract Obligation: the contract applies to the original, contracted Customer;
11. Contract "buy down": Customers are permitted to "buy down" the Town investment, and therefore reduce their Minimum Contract Demand, with a linear reduction factor over the contract term according to the following formula:
Customer "buy down" cost = (original Town investment – revised Town investment) x (1 - (contract years completed/Contract Term));
12. Line Contribution Refunds: The Town does not currently employ this practice or endorse the refund of contribution-in-aid-of-construction from one Customer to another;
13. Staged Loading by Customer: standard investment levels will apply for Customers with staged loading subject to the full Minimum Contract Demand being in place within two years of the date the Town determines that the connection is capable of providing the Maximum Contract Capacity;
14. Optional Facilities: The Town's investment will only apply to Facilities deemed reasonable, useful, and justifiable to Town staff. Facilities requested by a Customer that, in the opinion of the Town, are not reasonable, useful, or justifiable, shall be entirely at the cost of the Customer;
15. Transmission Facilities: this policy does not in any way apply to or include transmission or substation related capital costs;
16. The Town shall pay the costs of connecting a micro-generation generating unit to the interconnected electric system as set out in the Micro-Generation Regulation. Distributed

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Generators with on-site generation having a minimum export capacity of 1,000 kVA will pay all costs related to obtaining Distributed Generation Interconnection Services.

19.0 REVENUE METERING EQUIPMENT

19.1 Installation of Meters

19.1.1 Provision and Ownership

The Town shall provide, install and seal one or more Meters for the purpose of measuring the Energy delivered to a Customer. Each Meter shall remain the sole property of the Town regardless of the degree to which the Meter may be affixed to the Customer's premises, or to premises owned, occupied or controlled by the Customer or equipment.

19.1.2 Responsibility of Customer

Each Customer shall provide, own and install a Meter socket or Meter enclosure and other approved and required Facilities suitable for the installation of the Town's metering equipment.

19.2 Installation of Metering Equipment

The Town can provide guidelines on the installation of metering equipment.

19.3 Access to Metering Equipment

The Town may, at any reasonable time, read, inspect, remove and test its Meter installed on property owned or controlled by the Customer. The Town's employees, agents and other representatives shall have the right to enter property owned, occupied or controlled by a Customer at all reasonable times and intervals for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing the Town's electrical equipment and appliances or other Facilities or of discontinuing service or for any other purpose incidental to the provision of Connection Services and the Customer shall not prevent or hinder the Town's entry.

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19.4 Changes to Metering

The Town may at any time change any Meter it installed. Customer requests for a new Meter will be processed on an individual basis.

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PART D: DISTRIBUTED GENERATION SERVICES

20.0 DISTRIBUTED GENERATION SERVICES

20.1 Micro-Generation Regulation

The Micro-Generation Regulation has been established under the EUA. The Town will comply with this Regulation and all associated rules and guidelines as established by the AUC.

20.2 Provision of Distributed Generation Interconnection Services

The Town will provide Distributed Generation Interconnection Services to Distributed Generators requesting such services who meet the application requirements set out in these Terms and Conditions. The Town will make reasonable efforts to provide Distributed Generation Interconnection Services that will allow for the supply of Energy from the Distributed Generator's facilities, in a manner that does not degrade power quality, operability or reliability of the IES. Notwithstanding any other provision of these T's & C's, in cases where the Distributed Generation Interconnection Services are interrupted by defective equipment or fail from an event of Force Majeure, unless through the negligence of the Town's employees, servants, agents or contractors, the Town or its employees, servants, agents or contractors will not be liable for the defect, irregularity, interruption or failure.

Procedural and technical requirements established by ENMAX Power are guidelines for connecting facilities to the Municipal Electric Distribution System and are described:

- (a) in "Guide for Generator Interconnection to The Wires Owner Distribution System", "Guide for Micro-Generator Interconnection to the Wires Owner Distribution System", Requirements for Distribution Wires Access and Network Servicing Policies and Guidelines; or
- (b) for Micro-Generator facilities, in any applicable technical guidelines under the *Micro-Generation Regulation*.

These and related documents are, or will be, posted on the EPC or AUC websites, and can be obtained from EPC.

Both The Town and the Distributed Generator shall operate and maintain their respective facilities as set out in the ISO policies. The standards imposed by ISO may change and Parties

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are expected to comply with any changed standards upon receipt of notice or otherwise becoming aware of such changes.

20.3 Application for Distributed Generation Interconnection Services

A Distributed Generator may apply for Distributed Generation Interconnection Services to provide the delivery of Energy as set out in these Terms and Conditions.

20.3.1 Method and Form of Application

The Town reserves the right to verify the identity of the Distributed Generator and the accuracy of the information provided and to require the Distributed Generator to sign an application in writing on forms provided by the Town. No servant, agent or employee of the Town is authorized to modify orally any provisions of a written application or to bind the Town to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized the Municipal representative.

20.3.2 Provision of Information

Upon request, The Town shall furnish detailed information on the method and manner of making application for Distributed Generation Interconnection Services. Such information may include copies of EPC's Distributed Generation interconnection guides, and Distributed Generator and the Town's responsibilities for installation, operation and maintenance of Facilities.

The Town may require an applicant for Distributed Generation Interconnection Services to provide:

- (a) information regarding the location of the interconnection, service point address, the Distributed Generator's Connected Load, estimated Demand, preferred supply conditions, and the manner in which Distributed Generation Interconnection Services will be utilized;
- (b) credit information or references;
- (c) proof that the Distributed Generator has:
 - (i) obtained a system access authorization from the ISO, where required,
 - (ii) satisfied all membership and application requirements of the Power Pool, if selling to the Power Pool,

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- (iii) a mutual acceptance by the Distributed Generator and the Town Operating Procedures, attached to and forming part of the Interconnection Agreement where applicable, and
 - (iv) had its facility commissioned and interconnected with the Town's circuits; and
- (d) any other information that The Town reasonably requires.

Upon receipt of the required information, The Town will advise the applicant of the type and character of the Distributed Generation Interconnection Services it will furnish to the Distributed Generator, if any, any special conditions that must be satisfied before The Town will provide any Distributed Generation Interconnection Services and, if requested, the location of the Town's metering and related equipment.

20.3.3 Rejection of Application

The Town may, in its sole discretion, reject any applicant's request for Distributed Generation Interconnection Services where

- (a) the type of Distributed Generation Interconnection Service applied for is not available;
- (b) the applicant or the Distributed Generator does not have requisite permits, certificates, licenses, or other authorizations or right-of-way agreements for the installation and operation of Distributed Generation Interconnection Services;
- (c) The Town determines that the Distributed Generator is not creditworthy or a previous account held by the Distributed Generator with The Town is in arrears;
- (d) the Distributed Generator fails to provide an acceptable security deposit or letter of credit;
- (e) any representation made by the applicant or the Distributed Generator to The Town for the purpose of obtaining Distributed Generation Interconnection Service is, in the Town's opinion, fraudulent, untruthful or misleading;
- (f) the Distributed Generator has not, when requested by the Town to do so, provided a signed written application for Distributed Generation Interconnection Services; or
- (g) the proposed interconnection, has characteristics that might adversely affect the quality of service supplied to other Distributed Generators, Customers, the public safety, or the safety of Town personnel.

20.3.4 Approvals

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The applicant for Distributed Generation Interconnection Services shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations and right-of-way agreements necessary for the installation and operation of the Distributed Generation and shall submit copies of them to the Town upon request. The Town shall not be required to commence or continue installation or provision of Distributed Generation Interconnection Services unless and until the applicant and the Generator have complied with the requirements of all governmental authorities, all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all the Town requirements applicable to the installation and provision of Distributed Generation Interconnection Services.

20.4 Responsibilities

20.4.1 Rights of Way

At the request of the Town, the Distributed Generator shall grant, or cause to be granted to the Town, without cost to the Town, such easements, rights-of-way and rights of entry over, upon or under the property owned, occupied or controlled by the Distributed Generator as the Town reasonably requires for the construction, installation, maintenance, repair and operation of the Facilities required for Distributed Generation service and the performance of all other obligations required to be performed by the Town hereunder.

The Distributed Generator shall provide access for the Town to the Distributed Generator's facility for the purposes of Meter reading or installation, maintenance or removal of the Facilities and for the purpose of treating, brushing, trimming and cutting of trees as is necessary for the proper operation of the Facilities.

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

20.4.2 Distributed Generator Liability

The Distributed Generator assumes full responsibility for the proper use of Distributed Generation Interconnection Services provided by the Town and for the condition, installation, suitability and safety of any and all wires, cables, devices or appurtenances or Facilities Energized on the Distributed Generator's premises or on premises owned, controlled or occupied by the Distributed Generator.

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20.4.3 Protective Devices

The Distributed Generator shall be responsible for determining whether it requires any devices to protect its facilities from damage that may result from the use of Distributed Generation. The Distributed Generator shall be responsible for the design, supply, construction, operation and maintenance of all equipment on its side of the PCC necessary to provide protection to the Distributed Generator's facilities.

20.4.4 Standards for Interconnection

The Distributed Generator's installation shall conform to the requirements of the Town at the time of request.

20.4.5 Suitability of Equipment

All of the Distributed Generator's facilities shall be suitable for operation with Distributed Generation Interconnection Services and Facilities provided by the Town. The Distributed Generator shall not use Distributed Generation for any purpose, or with any apparatus, that would cause an adverse disturbance to any part of the Town's Electric Distribution System. The Town has the right, but not the obligation, to inspect the Distributed Generator's facility. This right of inspection shall not relieve the Distributed Generator of responsibility for the safe design, construction, maintenance and operation of its facility and all liability in connection therewith remains with the Distributed Generator. The Distributed Generator shall provide reasonable access upon reasonable prior notice to enable The Town to conduct such inspection.

20.5 Connections

20.5.1 Interconnection Charges

The Distributed Generator shall pay the Town an amount, as determined by the Town for the interconnection of the Facilities to the Distributed Generator's facility. The cost of interconnection shall include, but not be limited to, costs incurred in the design, supply, construction, operation and maintenance of all interconnection, protective and metering equipment, including the costs of any modifications to the Facilities that may be required.

20.5.2 Interference with the Town's Property

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No one other than an authorized employee or agent of the Town shall be permitted to remove, operate, or maintain Meters, electric equipment or other Facilities. The Distributed Generator shall not interfere with, extend or alter the Town's Meter, seals or other Facilities or permit the same to be done by anyone other than the authorized agents or employees of the Town. The Municipal Facilities shall be installed at points most convenient for the Town's access and service and in conformance with applicable public regulations. The Distributed Generator shall be responsible for all destruction, loss or damage to the Town's Meters, electric equipment, seals or other Facilities located on the Distributed Generator's premises or on premises owned, operated or controlled by the Distributed Generator where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Distributed Generator or anyone permitted by them to be on the premises, provided however, that the Distributed Generator shall not be liable for such destruction, loss or damage where such destruction, loss or damage is due to circumstances beyond the Distributed Generator's control.

20.5.3 Protection of the Town's Equipment

The Distributed Generator shall furnish and maintain, at no cost to the Town, the necessary space, housing, fencing, barriers, and foundations for the protection of Facilities necessary for the provision of Distributed Generation Interconnection Services to be installed upon the Distributed Generator's premises, or on the premises owned, occupied or controlled by the Distributed Generator, whether the Facilities are furnished by the Distributed Generator or by the Town. If the Distributed Generator refuses, the Town may at its option at the Distributed Generator's cost, furnish and maintain, the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Town's specifications and approval.

20.5.4 Unauthorized Use or Unsafe Conditions

If the Town determines that there has been an unauthorized use of Distributed Generation including but not limited to any tampering with a Meter or other Facilities, unauthorized connection or reconnection, or theft or fraud, whereby the Town is denied full compensation for services provided, The Town may make such changes in its Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of Distributed Generation, and also to ensure the safety of the general public and Municipal personnel, and the Distributed Generator is hereby deemed to consent to such corrective action. Upon finding an unauthorized use of Facilities or finding that Distributed Generation Interconnection Services have not been used as set out in these Terms and Conditions, the Town may discontinue the Distributed Generation Interconnection Services and charge the Distributed Generator all damages suffered by the Town and all costs incurred in

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correcting the condition. Nothing in this section shall be deemed to constitute a waiver of any other rights of redress, which may be available to the Town, or to limit in any way any legal recourse, which may be open to the Town.

20.5.5 Relocation of Facilities

The costs of relocating the Town's Meter, seals or other Facilities shall be borne by the Distributed Generator when done at its request, for its convenience, or if necessary to remedy any violation of law or regulation caused by the Distributed Generator. If requested by the Town, the Distributed Generator shall pay estimated relocation costs in advance.

20.5.6 Distributed Generator's Facilities

The Distributed Generator shall operate and maintain its facilities in compliance with the EPC "Guide for Generator Interconnection to the Wires Owner Distribution System" and the "Guide for Micro-Generator Interconnection to the Wires Owner Distribution System", which are posted on the EPC website. Additionally, any applicable technical guidelines under the *Micro-Generation Regulation* must be observed.

20.5.7 Prior Notice by Distributed Generator

A Distributed Generator shall give The Town reasonable written notice prior to any change in the Distributed Generator's requirements for Distributed Generation Interconnection Services, including any change in generation, to enable the Town to determine whether it can accommodate such change without alterations to its Facilities.

The Distributed Generator shall not change its requirement for Distributed Generation Interconnection Services without the Town's written permission which shall not be unreasonably withheld. The Distributed Generator shall be responsible for all damages, whether direct or indirect or consequential, caused to the Town's Electric Distribution System or Facilities as a result of the Distributed Generator changing its requirements for Distributed Generation Interconnection Services without the Town's permission.

20.5.8 Changes to Facilities

If the Town must modify its Facilities to accommodate a change in a Distributed Generator's requirements for Distributed Generation Interconnection Services, the Distributed Generator shall pay for all costs attributable to such modification including, without limitation, the following costs:

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- (a) the estimated cost of removing the Facilities, less the estimated salvage value, plus
- (b) the estimated cost of installing the new Facilities, less
- (c) any applicable the Town investment in new Customer load, plus
- (d) prepaid operations and maintenance: 20% of the estimated costs of any Facilities that the Town deems to be Optional Facilities for the Customer. To be applied when the Town anticipates increased operation and maintenance expenses associated with the Customer's proposed facilities.

20.6 De-energization of Service

20.6.1 De-energization at Request of Distributed Generator

The Distributed Generator may on 30 days prior oral or written notice to the Town, request the De-energization or reduction in capability of its Distributed Generation. De-energization notice can be revoked with at least 48 hours notice in advance of the scheduled De-energization date. In the case of permanent De-energization, the Distributed Generator may be required to pay for any unrecovered investment made by the Town in respect of the Distributed Generator's service.

20.6.2 De-energization for Safety Reasons

The Town reserves the right to De-energize Distributed Generation Interconnection Services to a Distributed Generator at any time without notice, or to refuse to make such services available to the Distributed Generator, where, in the Town's opinion:

- (a) the Distributed Generator has permitted its facilities to become hazardous;
- (b) the Distributed Generator's facilities are unsafe or defective or will become unsafe or defective imminently;
- (c) there has been tampering with any service conductors, seals or any Facilities or any Meters;
- (d) the Distributed Generator's facilities fail to comply with applicable statutes, regulations, standards, codes and the Town's generator interconnection requirements; or
- (e) the use of Distributed Generation may cause damage to the Facilities or the Town's Electric Distribution System or interfere with or otherwise adversely affect any other service provided by the Town.

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The Town will Re-energize Distributed Generation Interconnection Services when the condition has been rectified to the Town's satisfaction, when the Distributed Generator has provided, or paid the Town's costs of providing, such Facilities as may be necessary to rectify the condition and prevent the condition from reoccurring, and the Distributed Generator's facilities are approved by the appropriate authority. The Town shall make a reasonable effort to notify each Distributed Generator within a reasonable time after De-energization, of the reason for the De-energization and the actions required for Re-energization.

20.6.3 De-energization Other Than for Safety

The Town may at any time, after having given at least 48 hour's prior oral or written notice to a Distributed Generator, discontinue Distributed Generation Interconnection Services to the Distributed Generator, if it:

- (a) violates any provision of the Distribution Tariff;
- (b) neglects or refuses to pay when due, all amounts required to be paid under the Distribution Tariff;
- (c) changes its requirements for Distributed Generation Interconnection Services without the written permission of the Town, which will not be unreasonably withheld; or
- (d) provides the Town with incorrect information or makes fraudulent or unauthorized use of Distributed Generation Interconnection Services.

20.6.4 Re-energization of Service Other Than for Safety

If Distributed Generation Interconnection Services to a Distributed Generator are De-energized, the Distributed Generator shall, prior to The Town Re-energization of Distributed Generation Interconnection Services:

- (a) pay any amount owing to the Town;(including any related restoration fees); and/or
- (b) resolve any non-financial reason for the De-energization.

20.6.5 Removal of Facilities

Upon termination of Distributed Generation Interconnection Services, The Town will be entitled to enter upon and remove from the property owned, occupied or controlled by the Distributed Generator or any of the Facilities located upon the property.

20.6.6 Fee Schedule

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The Town reserves the right to impose reasonable fees and charges pursuant to the various provisions of these T's & C's. The fees are set out in Schedule A.

20.7 METERING EQUIPMENT

20.7.1 Installation of Meters

20.7.2 Provision and Ownership

The Town shall provide, install and seal one or more Meters for the purpose of measuring the Energy received from a Distributed Generator.

Each Meter shall remain the sole property of the Town regardless of the degree to which the Meter may be affixed to the Distributed Generator's premises, or to premises owned, occupied or controlled by the Distributed Generator, or equipment.

20.7.3 Distributed Generator Meters

The Distributed Generator retains ownership of any Distributed Generator owned Meter on its side of the point of service connection that it has installed. The selection of Meters, calibration of Meters and handling of Meter disputes shall be as set out in the *Electricity and Gas Inspection Act* (Canada). The Town may arrange with the Distributed Generator to have Distributed Generation metering equipment tested or calibrated by the proper official designated by the *Electricity and Gas Inspection Act* (Canada).

20.8 Location

Meter locations shall be designated by the Town based on the particulars of the Distributed Generation requested and convenience of access to the Meter. Where a Meter is installed on a Distributed Generator owned pole, the pole shall be provided and maintained by the Distributed Generator as required by the Canadian Electrical Code and any other applicable statutes, regulations, standards and codes.

20.9 Access to Metering Equipment

The Town may, at any reasonable time, read, inspect, remove and test its Meter installed on property owned or controlled by the Distributed Generator. The Town's employees, agents and other representatives shall have the right to enter property owned, occupied or controlled by a

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Distributed Generator at all reasonable times and intervals for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing the Town's electrical equipment and appliances or other Facilities or of discontinuing service or for any other purpose incidental to the provision of Distributed Generation Interconnection Services, and the Distributed Generator shall not prevent or hinder the Town's entry.

20.10 Changes to Metering

The Town may at any time change any Meter it installed. Distributed Generator requests for a new Meter will be processed as required.

21.0 MISCELLANEOUS

21.1 Insurance

Except as otherwise expressly provided in the Interconnection Agreement with the Distributed Generator, the Distributed Generator shall purchase a liability insurance program for the operation of the generator that a prudent operator of a similar generator would maintain. The cost of obtaining and maintaining such liability insurance shall be borne by the Distributed Generator.

Except as otherwise expressly provided in the Interconnection Agreement with the Distributed Generator, in respect of the insurance policies carried by the Distributed Generator under this Section of these Terms and Conditions, each insurance policy shall, include waivers of subrogation in favour of the Town and any commercial general liability policy shall include a cross liability and blanket contractual clause and shall include the Town as an additional insured. The Distributed Generator will provide a certificate of insurance in this regard to the Town.

