

BYLAW No. 472-22
A BYLAW IN THE TOWN OF PONOKA IN THE PROVINCE OF ALBERTA
TO REPEAL AND REPLACE BYLAW No. 465-22
SCHEDULES 1 AND 2

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. 465-22 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. 465-22;

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

1. That Bylaw No. 465-22 be repealed.
2. That this Bylaw shall come into effect upon third and final reading.

First Reading:	November 8, 2022
Second Reading:	November 22, 2022
Third & Final Reading:	November 22, 2022



MAYOR



CHIEF ADMINISTRATIVE OFFICER

BYLAW NO. 472-22
SCHEDULE 1
Ponoka Electrical Service Fees
Effective January 1, 2023

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. This fee also applies to a request from the Default Supply Retailer or Regulated Rate Provider to remove or de-activate a load limiting device and fully de-energize the site. The fee is charged to the requesting Default Supply Retailer or Regulated Rate Provider.
Re-energize after Financial De-energize	\$45.00 After regular hours \$140	This fee applies to a Re-energize request from the Default Supply Retailer or Regulated Rate Provider for a Site that was De-energized or a Load Limiting Device installed or activated for financial reasons. The requesting Default Supply Retailer or Regulated Rate Provider will be assessed the fee.
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 or de-activation 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 requesting Retailer.
Extra Service Trip	\$70.00 per trip	This fee applies when an extra service trip is requested by the Default Supply Retailer or Regulated Rate Provider. The fee is charged to the Retailer who 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. The fee is charged to the requesting Retailer.

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. Off Hours service calls are subject to the availability of personnel.
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 472-22 Schedule 2

TOWN of PONOKA

DISTRIBUTION TARIFF

<u>Rate Code</u>	<u>Rate Description</u>	<u>Page</u>
PNK100	Residential	5
PNK200	Small Commercial	6
PNK300	Medium Commercial	7
PNK400	Large Commercial	9
PNK500	Street Lighting	10
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PNK520	Lane Lighting	12
PNKBPR	Balancing Pool Rider	13

Ponoka Distribution Tariff

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
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Distribution:

Service Charge	0.916672 \$/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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff

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
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Distribution:

Service Charge	1.587460	\$/day
System Usage Charge	0.03619	\$/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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff

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	4.278660	\$/day
System Usage Charge	0.00838	\$/kWh
Facilities Charge	0.18963	\$/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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff

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	10.043630	\$/day
System Usage Charge	0.01122	\$/kWh
Facilities Charge	0.07424	\$/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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff 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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff

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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff

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. The LAF is 10% of the charges to customers on this Rate.

Ponoka Distribution Tariff 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..002313 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 472 -22
Schedule 3
DISTRIBUTION TARIFF

Retailer Terms and Conditions

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

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INTRODUCTION

The Town of Ponoka takes pride in its ownership and operation of the Electric Distribution System within its municipal boundaries. The Town provides access to the system and services to Retailers that enable Retailers to sell Electricity directly to Customers. These Terms and Conditions set out the service conditions for Retailers seeking Retail Access Services from the Town Electric Distribution System. These Terms and Conditions include services that are provided to the Town by ENMAX Power corporation. ENMAX maintains a description of Retail services in its Retailer Handbook that can be found on the website enmax.com.

1. 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 004”** means the Alberta Tariff Billing Code Rules as established, amended from time to time and approved by the AUC under the authority of the EUA;
- (d) **“AUC Rule 021”** means the Rules of Standards for Requesting and Exchanging Site-Specific Information for Retail Electricity and Natural Gas Markets as established, amended from time to time and approved by the AUC under the authority of the EUA;
- (e) **“AUC Rule 010”** means the Settlement System Code Rules as established amended from time to time and approved by the AUC under the authority of the EUA;
- (f) **“AUC Rule 021”** means the Rules respecting Micro-Generation as established amended and approved by the AUC under the authority of the EUA;
- (g) **“Billing Demand”** means the demand as defined in the Town of Ponoka Distribution Tariff Rate Schedule;

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- (h) **"Business Day"** means any day other than a Saturday, Sunday or a Statutory holiday in the Province of Alberta;
- (i) **"Connected Load"** means in relation to a Site, the sum of the capacities or ratings of the energy consuming apparatus connected to the Town of Ponoka's Distribution System at the Site;
- (j) **"Connection Services"** means "electric distribution service" as defined in the EUA and includes, Distributed Energy Resource Interconnection Services and all of the other services provided to Customers under the Town of Ponoka Distribution Tariff;
- (k) **"Customer"** has the meaning given to it under the EUA and also includes a Person or entity to whom the Town serves under its Distribution Tariff, who applies for or otherwise requests service under the Town Distribution tariff, or who owns, rents or leases land upon which service under the Town's Distribution Tariff is or will be provided, but does not include a Retailer, a Regulated Rate Provider or a Default Supplier;
- (l) **"Customer Terms and Conditions"** means the terms and Conditions that apply to Customers and that, together with these Terms and Conditions, forms the Town of Ponoka Distribution Tariff Terms and Conditions;
- (m) **"De-energize" or "De-energized" or "De-energization"** means the disconnection of metering or electrical equipment to the Electric Distribution System to prevent Energy from flowing to or from a Site;
- (n) **"Default Supplier"** means a Retailer appointed by an owner pursuant to Section 3 of the *Roles, Relationships and Responsibilities Regulation* (Alberta);
- (o) **"Demand"** means the amount of Electricity delivered to or by a system (expressed in kVA) at a given instant or average over any designated period of time;
- (p) **"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;
- (q) **"Distributed Energy Resource"** means any apparatus, device or equipment that is capable of producing or storing Electricity and that is directly or indirectly electrically connected, either continuously or intermittently, to the Town's Electric Distribution System;

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- (r) **"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;
- (s) **"Distributed Energy Resource Interconnection Services"** means services provided by the Town which will allow for the delivery of Electricity to the Town's Facilities by a Distributed Energy Resource;
- (t) **"Distributed Energy Resource Technical Interconnection Requirements"** means the document prepared by ENMAX Power that outlines the technical requirements for the interconnection of Distributed Energy Resources and has been adopted for the Town Distribution System. The document can be found on the enmax.com website.
- (u) **"Distribution Tariff"** means a document prepared by the Town and approved by Municipal Council that sets out:
 - (i) Rate Schedules,
 - (ii) Fee Schedules, and
 - (iii) Terms and Conditions;
- (v) **"Electricity"** has the meaning given to it by the EUA
- (w) **"Electric Distribution System"** has the meaning given to it by the EUA;
- (x) **"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,

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- (vi) billing,
- (vii) metering,
- (viii) performing Load Settlement, and
- (ix) any other services specified in the regulations made under Section 115 of the *EUA*;
- (y) **“Eligible Customer”** has the meaning given to it by the *EUA*;
- (z) **“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,
 - (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;
- (aa) **“Energize” or “Energized” or “Energization”** means the connection of metering or electrical equipment to the Electric Distribution System to permit Electricity to flow to or from a Site;

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- (bb) **"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*.

- (cc) **"EUA"** means the *Electric Utilities Act*, (Alberta);

- (dd) **"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;

- (ee) **"Fee Schedule"** (Ponoka Electrical Service Fees Schedule – Schedule 1) means a schedule forming part of the Ponoka Distribution Tariff 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;

- (ff) **"Force Majeure"** means circumstances not reasonably within the Town's control, including 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;

- (gg) **"Generating Unit"** has the meaning given to it by the *EUA*;

- (hh) **"IES or Interconnected Electric System"** has the meaning given to it by the *EUA*;

- (ii) **"Interconnection Agreement"** means an agreement between the Town and a Distributed Energy Resource, which sets the terms upon which the Town provides

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Distributed Energy Resource Interconnection Services to the Distributed Energy Resource and the associated Rate Schedule and Fee Schedule;

- (jj) **"Interval Meter"** means a Meter that measures, at intervals of 60 minutes or less, the amount of Electricity consumed, and satisfies the standards for revenue collection under the Electricity and Natural Gas Inspection Act (Canada) and the Weights and Measures Act (Canada).

- (kk) **"Invoice Date"** means the date as indicated on a Retailer's invoice;

- (ll) **"ISO"** has the meaning given to it by the *EUA*;

- (mm) **"kVA"** means kilovolt ampere or kilovolt amperes;

- (nn) **"kW"** means kilowatt or kilowatts;

- (oo) **"kWh"** means kilowatt hour or kilowatt hours;

- (pp) **"Load"** means the Demand and Electricity delivered or required to be delivered to a Site;

- (qq) **"Load Limiting Device"** means hardware or software that limits or reduces the electricity provided to the Customer, and which may be a standalone device or part of a Meter;

- (rr) **"Load Settlement"** means the functions set out in the Settlement System Code, AUC Rule 021;

- (ss) **"LSA"** means Load Settlement Agent, which is the entity conducting Load Settlement calculations for a particular Load Settlement zone;

- (tt) **"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;

- (uu) **"Meter"** is the device and associated equipment that measures and records the amount of Electricity that flows through a particular point, and satisfies the standards for revenue collection under the Electricity and Gas Inspection Act (Canada) and the Weights and measures Act (Canada);

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- (vv) **"Meter Services"** means all services associated with the metering of Electricity, including the purchase, installation, operation, reading, testing, maintenance, monitoring, replacement and removal of a Meter;
- (ww) **"Micro-Generation Regulation"** means the *Micro-Generation Regulation* (Alberta);
- (xx) **"Micro-Generator"** means micro-generator as defined in the *Micro-Generation Regulation*;
- (yy) **"Minimum Contract Demand"** is the minimum kVA contracted for by the Customer;
- (zz) **"MSP"** means Meter Service Provider which is the entity responsible for installing, removing, repair and maintenance of meters;
- (aaa) **"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;
- (bbb) **"Parties"** means the Town, Retailer, or any other Person taking any services, under these Terms and Conditions and **"Party"** means any one of them;
- (ccc) **"Person"** means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;
- (ddd) **"PFAM"** means Post Final Adjustment Mechanism as defined in AUC Rule 021;
- (eee) **"POD"** means Point of Delivery which is the metered interconnection point between the transmission system and the distribution system;
- (fff) **"Power Factor"** means the ratio of real or productive power measured in kilowatts (kW) to total or apparent power measured in kVA;
- (ggg) **"Power Pool"** means the scheme operated by the ISO for:
 - (i) Exchange of electric Energy, and

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- (ii) financial settlement for the Exchange of electric Energy;
- (hhh) **"Primary Metered Services Agreement"** means an agreement between the Town and a primary metered customer setting out the Customer's obligations with respect to the operation and maintenance of the equipment owned and operated by the Customer;
- (iii) **"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;
- (jjj) **"Rate Schedule"** (Town of Ponoka Distribution Tariff Rate Schedule – Schedule 2) means a schedule forming part of the Ponoka Distribution Tariff that sets out the approved Rates and Charges;
- (kkk) **"Re-energize" or "Re-energization"** means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to or from a Site;
- (lll) **"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;
- (mmm) **"Retail Access Services"** means "electric distribution service" as defined in the EUA and includes all of the services provided by the Town to Retailers under the Town's Distribution Tariff.
- (nnn) **"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 and Fee Schedule;
- (ooo) **"Retail Electricity Services"** has the meaning given to it by the EUA;
- (ppp) **"Retailer"** has the meaning given to it by the EUA;
- (qqq) **"Retailer Party"** means a Retailer and its employees, directors, officers, agents, contractors and representatives;

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- (rrr) **"Service Connection"** means the physical connections of the Town Facilities to the facilities of a Customer;
- (sss) **"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;
- (ttt) **"Settlement Zone"** means the collection of Sites that are jointly settled by a Load Settlement system;
- (uuu) **"Site"** means a unique end use service delivery point;
- (vvv) **"Site Identification Number"** means a unique identification number assigned to each Site;
- (www) **"System Access Service"** has the meaning given to it by the *EUA*; **"TBC"** means the Alberta Tariff Billing Code, AUC Rule 004;
- (xxx) **"Terms and Conditions" or "Terms and Conditions"** means these Terms and Conditions for any services, as amended from time to time;
- (yyy) **"Town"** means the Town of Ponoka or a duly appointed wire service provider.
- (zzz) **"Unauthorized Revenue Sub-metering"** means the use of any meter not authorized by the Town for the purpose of measuring electricity for the purpose of rendering an invoice to or charging another Person based on that measurement;
- (aaaa) **"Unaccounted for Energy" or "UFE"** means unaccounted for Energy which is the difference between:
- (i) the Electric Distribution System total Electricity for the hour, and
 - (ii) the sum of the allocated hourly Electricity at the Site, plus their allocated losses.

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2. 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, Fee Schedule and these Terms and Conditions, the provisions of these Terms and Conditions shall govern to the extent of the conflict or ambiguity.

2.2. Headings

The division of these Terms and Conditions 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 Terms and Conditions.

2.3. Acts and Regulations

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

3. 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.

3.2. Acceptance of Terms and Conditions

The taking of any services by a Retailer under these Terms and Conditions constitutes acceptance by the Retailer of these Terms and Conditions 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, Fee Schedule or the Rate Schedule, or to bind the Town to perform in any manner inconsistent with these Terms and Conditions, Fee Schedule or the Rate Schedule.

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3.4. Law

These Terms and Conditions, 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 Terms and Conditions, the Retail Access Services Agreement or an Interconnection Agreement shall be brought in the courts of the Province of Alberta.

3.5. Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions, 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 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.

3.6. System Access Service

The Town will obtain System Access Service to enable the transportation of Electricity that you sell to Customers. Retailers are responsible for the charges that we must pay for this service.

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3.7. 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. LIABILITY AND INDEMNIFICATION

4.1. 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

4.2. 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 Terms and Conditions 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.

Notwithstanding any other provision of these Terms and Conditions or of any agreement between EPC and a Retailer relating to the provision of any Retail Access Services, an EPC Party will not be liable to a Retailer Party for any loss, injury, damage, expense, charge, cost or liability

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of any kind suffered or incurred by any Retailer Party, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of an EPC Party, or any of them.

The only exception to this limitation is for direct property damage that a Retailer incurs as a direct result of a breach of these Terms and Conditions or applicable agreement or other act or omission by an EPC Party, which breach or other act or omission is caused by the negligence or willful misconduct of that EPC Party. "Direct property damage" does not include, among other things, loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and Electricity, cost of capital, and loss of use of any equipment or property, or any other similar damage or loss whatsoever.

We provide Retail Access Services under these Terms and Conditions. Retailers may enter into an arrangement or agreement with another Person for the provision of services beyond those that EPC provides under these Terms and

4.3. 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 Terms and Conditions, 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.

Subject to section 10.1 above, an **EPC Party** will not be liable to any **Retailer Party** for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the **Retailer Party** however and whenever caused, and each **Retailer Party** forever releases each and every **EPC Party** from any liability or obligation in respect thereof.

4.4. 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:

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- (i) these Terms and Conditions,
 - (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 Terms and Conditions or a Retail Access Services Agreement;
- (c) the presence, installation, or use of equipment installed by or on behalf of a Retailer;
- (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.

4.5. 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:

- (c) Islanded Operation of the Customer's facilities;

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- (d) the failure of the Customer's facilities to detect and clear an electrical fault that occurs on the Facilities;
- (e) 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;
- (f) the routine presence in or use of Energy over the wires, cables, devices or other facilities owned or controlled by the Customer;
- (g) the failure of the Customer to perform any of their respective duties or obligations as set out in these Terms and Conditions; or
- (h) the Customer's improper use of Energy or electric wires, cables, devices or other facilities.

By taking service from us, you are deemed to have agreed to indemnify and save **EPC** harmless from and against any claim or demand for injury to persons or damage to property claimed against **EPC** in relation to any claims, causes of action, actions, suits or proceedings by a third party arising out of or in any way connected with the use of any **Retail Access Services** so long as that injury or damage is not caused by a breach of these **Terms and Conditions** by **EPC**, or by the negligent acts or omissions, or willful misconduct of **EPC**, in which cases **EPC's** liability is limited to an amount in proportion to the degree to which **EPC** is determined to be at fault.

4.6. 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

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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 Terms and Conditions; 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 Terms and Conditions.

4.7. Force Majeure

If a Force Majeure event occurs and affects the Town's ability to provide any services, including Retail Access Services, our affected obligations under these Terms and Conditions and any related agreement will be suspended until the Force Majeure event ends and for such period of time afterwards as reasonably required by the Town to restore the services. Retailers must continue to pay all applicable charges under the Town Distribution Tariff during this period.

4.7.1. Notification of End of Force Majeure Event

The Town will give you notice of the Force Majeure event and must also give you notice when the Force Majeure event ends.

4.7.2. Resolution of Force Majeure Event

The Town will attempt to resolve the effect of the Force Majeure event if the Town is reasonably able to do so. However, the Town is not required to resolve or settle any strike, lockout or other labour dispute.

5. DISPUTE RESOLUTION

5.1. 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 Terms and Conditions, the provisions of the *Arbitration Act* shall apply.

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5.2. 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.

5.3. Resolution of Disputes Relating to the Terms and Conditions

If any dispute arises between the Town and a Retailer in connection with these Terms and Conditions, the Town and the Retailer will use reasonable efforts to resolve this dispute in an amicable manner. Either the Town or the Retailer may notify the other Party in writing that there is a dispute. The Town and the Retailer must meet within 10 days of this notice to try to resolve the dispute.

If the Town and the Retailer are unable to resolve the dispute within 30 days after this meeting, they may jointly agree to a process for resolving their dispute. If they cannot agree on a process, either Party may submit the dispute to arbitration by sending the other Party a written notice of arbitration that requests arbitration and describes the dispute to be arbitrated.

5.4. Arbitration by a Single Arbitrator

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. The default arbitration process is arbitration by a single arbitrator jointly appointed by the **Parties** to the dispute. However, if the **Parties** cannot agree on an arbitrator within 10 days of the notice of arbitration, the dispute will be heard by a panel of three arbitrators.

5.5. Arbitration by Three Arbitrators

If the Parties to a dispute that has been submitted to arbitration cannot agree on a single arbitrator within 10 days of the notice of arbitration, the dispute will be heard by three arbitrators. No later than 5 days after the expiry of the 10-day period referred to above, each party will appoint one arbitrator. If a Party fails to appoint an arbitrator within this period, the other Party may, on notice, apply to the Court of Queen's Bench of Alberta to have a Justice of that court appoint an arbitrator.

The two arbitrators will appoint the third arbitrator no later than 10 days after the expiry of the 5-day period referred to above, and the jointly appointed third arbitrator will chair the arbitration panel. If the two arbitrators are unable to agree upon a third arbitrator, either Party may apply,

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on notice, to the Court of Queen's Bench of Alberta to have a Justice of that court appoint the third arbitrator.

5.6. Qualification of Arbitrators

Any arbitrator appointed under this section must have the technical or other qualifications necessary to properly make a decision on the dispute.

5.7. Date of Decision

Once the arbitration panel has been appointed (whether it is one arbitrator or three) that panel must render a decision on the dispute within 90 days of the last appointment date.

If the panel does not render a decision within this time period, then by giving 30 days' notice to the other Party and the arbitration panel, either Party may cancel the arbitration and either issue a new notice of arbitration or have the dispute resolved in court as if this SECTION 6 -did not exist.

5.8. Decision of Arbitrators is Final

A decision by the single arbitrator or by a majority of the three arbitrators is final and binding on the Parties, and neither Party may appeal the decision.

5.9. Application of the Arbitration Act

Any arbitration under these Terms and Conditions will be conducted in accordance with the Arbitration Act. If there is a conflict between these Terms and Conditions and the Arbitration Act, these Terms and Conditions will prevail, to the extent of the conflict.

5.10. Continuation of Obligations and Responsibilities

The submission of a dispute to the dispute resolution process does not relieve a Party to the dispute from any of its obligations or responsibilities under these Terms and Conditions.

6. MISCELLANEOUS

6.1. 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

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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 Terms and Conditions 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.

6.2. No Waiver

The failure of any Party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions, 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 Terms and Conditions, 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.

6.3. No Assignment

A Customer or Retailer may not assign any rights or obligations under these Terms and Conditions without obtaining:

- (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 Terms and Conditions, 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 Terms and Conditions hereof and provided all necessary regulatory approvals are obtained.

No assignment shall relieve the assigning Party of any of its obligations under these Terms and Conditions, 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 Terms and Conditions shall be void.

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7. DEFAULT

7.1. 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.

7.2. 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 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

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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.

8. RETAIL ACCESS SERVICES

8.1. Provision of Retail Access Services

These Terms and Conditions have been approved by the Town of Ponoka and guide the Retail Access Services provided to Retailers who have demonstrated eligibility under the Town's eligibility requirements.

As the owner of the Electric Distribution System, the Town is responsible for the construction and operation of the distribution system infrastructure including metering equipment installed for the provision of distribution Service in the Town. Some Retail Access Services are provided by ENMAX Power Corporation and subject to these Terms & Conditions which form part of the Town of Ponoka Distribution Tariff. Retail Access Services that support Alberta's competitive electric market include:

- (a) Load Settlement;
- (b) Meter Services;
- (c) Meter Data Management;
- (d) Retailer invoicing for distribution services and other transactions;
- (e) Site ID Catalogue and Site information for all Sites that are included in Load Settlement;
- (f) Customer enrollment processes, and

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(g) Customer information systems;

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.

8.2. No Guarantee of Service

The Town cannot guarantee uninterrupted service but will make reasonable efforts to minimize 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.

8.3. 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.

8.4. Eligibility for Retailer Access Services

The Town will provide Retail Access Services to eligible Retailers in accordance with these Terms and Conditions. Retailers must complete the application for Retail Access Services, which you can find on the enmax.com website. Retailers must satisfy the following eligibility requirements in order to receive Retail Access Services:

- be licensed and registered, where required, with Alberta Energy, Service Alberta, and any applicable municipality, and you are subject to any regulations or policies made under the *Consumer Protection Act* (Alberta),
- make arrangements with the ISO to become a pool participant, and provide evidence to confirm,
- provide security as set out in the *Distribution Tariff Regulation* (Alberta),
- have provided a completed application form, found on the enmax.com website, and
- have entered into a Retail Access Services Agreement with the Town and it must be in force.

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8.5. Confidentiality of Retailer Information

The Town will keep Retailer credit and security information confidential unless we have the Retailer's written authorization to disclose that information to other parties. However, the Town is not required to keep information confidential if the information:

- is generally available to the electric industry or the public at the time we disclose it,
- becomes generally available to the electrical industry or the public as a result of a disclosure by you or any Person you authorize after we receive it,
- was available to us without a breach of these Terms and Conditions on a non-confidential basis either before or after you provided it to us, and we are able to prove this, or
- must be disclosed by law to a governmental authority where there is no reasonable alternative to that disclosure.

8.6. General Retailer Obligations

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 consistent with applicable statutes and regulations and these Terms and Conditions.

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) 783-0143 the Town's twenty-four hour trouble line or to **Call 9-1-1 if the Customer is experiencing a life-threatening emergency.**

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8.7. De-Energization and Re-Energization

8.7.1. De-Energization of a Site

The Town may De-energize a Site, and discontinue, restrict or interrupt Connection Services to a Customer, as set out in these Terms and Conditions. Although not required to provide Notice, the Town will make reasonable efforts to do so.

The Town is not liable to the Retailer or any other Person for any loss, damage, injury or claim of any nature whatsoever, including any form of direct damages, indirect damages, consequential damages, loss of income, loss of revenue or loss of profit, arising from or connected in any way with:

- De-Energization of a Site or the discontinuation, restriction, or interruption of Connection Services or any other services we provide, or
- the failure to give notice or the content of the notice of a De-Energization of a Site or the discontinuation, restriction, or interruption of Connection Services or any other service we provide.

8.7.2. 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 that complies with AUC Rule 021. The Town will discontinue Distribution Access Service in response to a request from the Retailer upon receipt of a De-energization request notice.

In accordance with AUC Rule 021, Retailers may submit a request that ENMAX Power de-energize a Customer Site, either temporarily or permanently, due to vacancy or financial reasons, including non-payment. 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. Retailers may also submit a request for De-Energization of a Site for any reason contemplated by AUC Rule 003, provided the requirements of AUC Rule 003 have been satisfied, and subject to any other provisions governing De-Energization in these Terms and Conditions.

The Town may De-Energize a Site at any time after receiving a request from a Retailer. However, in the circumstances described below, the Town has the right to refuse to De-Energize a Site:

- The Town will not De-Energize a residential Site between October 15 and April 15, or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed De-Energization or if the Town

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- reasonably believes that extreme environmental conditions exist,
- The Town will not De-Energize any Site if we believe doing so would create an unsafe condition, and
 - The Town will not De-Energize any Site if doing so would be contrary to any applicable law, or these Terms and Conditions.

The Town also has the right to install a Load Limiting Device or a Load Limiting Program to limit or reduce the amount of Electricity provided to the Customer instead of De-Energizing the Site.

Retailers may request a Site to be De-Energized temporarily due to vacancy. If we find the Site is occupied, The Town may decide not to De-Energize the Site immediately and instead leave a warning notice in order to give the occupants the opportunity to make arrangements for Connection Services.

The Town has the right to ask Retailers to provide the Customer's contact name and phone number for the purpose of verifying the De-Energization request prior to de-energization of the Site. Retailers are responsible for ensuring that the Customer is provided notice of a De-Energization and for the consequences of De-Energization.

Retailers agree that we have no liability for any De-Energization that we do at your request, and agree to indemnify the Town for any claims made against us by your Customer related to such a De-Energization. The Town will also not get involved in any dispute between a Retailer and your Customer in relation to a De-Energization requested by you.

8.8. Fees and Taxes

The Town will charge service fees, collect Local Access Fees and all sales, excise or other taxes with respect to any service it provides. to.

8.9. Liability for Distribution Tariff Charges

If the Town temporarily De-Energizes your Site or discontinue, restrict, or interrupt your Connection Services for any reason, you must continue to pay all of the charges under our Distribution Tariff, including the local access fee and all charges under the applicable Rate Schedule and Fee Schedule for the period during which your Site was De-Energized or your Connection Services were discontinued, restricted or interrupted.

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8.10. Request to Re-energize a Site

If the Town has De-Energized your Site or restricted your Connection Services with a Load Limiting Device or Load Limiting Program for any of the reasons set out in section 9.6.2, Re-Energization will only occur after:

- all amounts in arrears owed to us, your Retailer, Regulated Rate Provider or Default Supplier and you have also made payment arrangements with us, your Retailer, Regulated Rate Provider or Default Supplier for any other outstanding amounts, and
- resolved any applicable non-financial reason for the De-Energization.

Re-Energize a Site will only occur if the main circuit breaker on the electric panel is off or the resident or owner of the Site is present. We charge a fee to Re-Energize a Site, as set out in the Fee Schedule.

9. METERING

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. The site owner must provide, own and install a **Meter** socket or **Meter** enclosure and other structures or equipment as determined by the Town for the Town to provide **Meter Services**. All **Meter** sockets must be **CSA** approved.

9.1. 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 Terms and Conditions. An Energy, Demand/Energy or interval Meter will be installed as determined by the Town. The Town considers both an electronic Demand Meter and a thermal Demand Meter as appropriate apparatus for recording Distribution Tariff Billing Demands. A Customer may install a Meter for the Customer's own use provided that the Meter is not installed between the Town Meter and the Town Electric Distribution System. A Meter installed by a Customer for the Customer's own use must not be used for Unauthorized Revenue Sub-metering.

9.2. 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

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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.

9.3. Unmetered Sites

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

9.4. 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.

9.5. 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.

9.6. Hard to Access/Safety Concerns

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

- (a) meet its obligations as dictated by Measurement Canada regulations; or
- (b) determine, if 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 at locations that are inaccessible. The Town may enter onto any site at any reasonable time and without notice, to provide Meter Services. No one is allowed to prevent or interfere with the Town's entry to any site for these purposes.

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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.

9.7. Meter Reading

The Town will read all Meters in its service area according to our meter reading schedule. At your request, we will make an actual Meter reading “off cycle,” that is, outside of our Meter reading schedule. You will be required to pay the off-cycle Meter reading charge set out in the Fee Schedule, unless the off-cycle Meter read shows that a prior recorded reading is incorrect. In that case, we will not charge you for the off-cycle read.

9.8. Estimating Consumption and Demand

The Town will estimate the amount of Electricity used by a Customer based on the best available information in the following cases:

- the Customer’s Site is unmetered,
- the Meter is inaccessible due to conditions on the Customer’s property,
- the Meter is not scheduled to be read,
- the Town determines that the amount of Electricity used was different from what was recorded or billed, regardless of the cause,
- a change to the Meter reading schedule or a Meter change creates a transition period in the Customer’s billing period, the seal of a Meter is broken or the Meter does not register correctly, regardless of the cause, or
- if a Retailer requests an off-cycle usage period billing break (for example, when the Customer for a Site changes).

If you request, the Town will describe how we estimate consumption or Demand.

9.9. Adjustments for Faulty Metering

The Town may make adjustments to consumption and Demand in the following cases:

- the seal of a Meter is broken, regardless of the cause,
- the Meter does not register correctly, regardless of the cause,
- a Site has been incorrectly unmetered or incorrectly metered, regardless of the cause,
- a Meter has been found to be inaccurate in accordance with the Electricity and Gas Inspection Act (Canada), in which case the Town will make adjustments for not more than 3 data months, unless it can be shown that the error was due to some specific reported cause, the date of which is known, in which case the Town will make an adjustment back

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to the actual date of the cause of the error, or

- a Site is unmetered and any seal attached to motors or other equipment is broken, regardless of the cause, or any unauthorized change has been made to our Facilities.

9.10. Data Collection

The Town will keep an accurate record of all Meter readings, and will use these readings to bill Retailers in accordance with its Distribution Tariff.

In order to produce settlement-ready data for the LSA and Retailers, we will perform data validation, estimation and editing in a form and manner that meets the requirements of AUC Rule 021.

9.11. Historical Data

- The Town will provide historical metering data to a Person who asks for it if that Person has completed our “Authorization to Release Electricity Load Data” form and has provided us with written authorization from the Customer to whom the data relates.
- The Town will provide historical data in a form and manner that satisfies the requirements of AUC Rule 010.
- A Person who asks us for historical data beyond that which we must provide under AUC Rule 010 must pay our charge for providing the data.
- The Town will provide other metering services, but you must pay us for them.

9.12. Other Services

At the request of a Retailer, The Town may provide metering services other than those specifically described in these Terms and Conditions. If we provide such other services, we have the right to charge fees for them.

9.13. 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

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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.

10. LOAD SETTLEMENT SERVICES

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

10.1. Load Profile 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. Retailer requests for data that do not conform to the standard content and formats described in AUC Rule 021 require a custom report. Custom reports are dealt with in section 13.2 below.

The AUC Rule 021 calls for a number of standard content, standard format electronic transactions which the Town implements as described therein. The Town will make certain information available to Retailers as described in this section. However, the Town will always obey the requirements of privacy and other legislation that applies to us, including the Personal Information Protection Act and the Code of Conduct Regulation.

10.2. Custom Reports on Request

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 are subject to Customer consent.

11. ENROLLMENT

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

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.

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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.

11.1. Retail Access Services Responsibilities

11.2. General Retailer Responsibilities

11.3. Enrolling Customers

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).

11.4. Enrollment Submission and Notification

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

Provision of Customer Information

Retailers shall submit to EPC a 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.

11.5. 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.

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11.6. 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.

11.7. Right to De-energize a Site

The Town has the right to De-energize a Site and discontinue, restrict or interrupt Connection Services to a Customer, as set out in Part C of these Terms and Conditions of Service. Although not required to provide notice, The Town will make reasonable efforts to notify the Retailer of record.

The Town will not be liable to the Retailer of record or any other Person for any loss, damage, injury or claim of any nature whatsoever, including any form of direct damages, indirect damages, consequential damages, loss of income, loss of revenue or loss of profit, arising from or connected in any way with:

- De-Energization of a Site or the discontinuation, restriction, or interruption of Connection Services or any other services provided by the Town, or
- the failure to give notice or the content of the notice of a De-Energization of a Site or the discontinuation, restriction, or interruption of Connection Services or any other service provided by the Town.

11.8. Request to De-energize a Site

Retailers may request the Town to permanently or temporarily De-energize a Site either temporarily or permanently, at the request of a Retailer in accordance with AUC Rule 003 and 021 due to vacancy or financial reasons, including non-payment; however, in the circumstances described below, the Town has the right to refuse to De-Energize a Site:

- the Town will not De-Energize a residential Site between October 15 and April 15, or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed De-Energization or if we reasonably believe that extreme environmental conditions exist,
- the Town will not De-Energize any Site if we believe doing so would create an unsafe condition, and,
- the Town will not De-Energize any Site if doing so would be contrary to any applicable law, or these Terms and Conditions.

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The Town also has the right to install a Load Limiting Device or a Load Limiting Program to limit or reduce the amount of Electricity provided to the Customer instead of De-Energizing the Site. Retailers may request a Site to be De-Energized temporarily due to vacancy. If the Town finds the Site is occupied, we may decide not to De-Energize the Site immediately and instead leave a warning notice in order to give the occupants the opportunity to make arrangements for Connection Services.

The Town has the right to ask the Retailer to provide the Customer's contact name and phone number for the purpose of verifying the De-Energization request prior to de-energization of the Site. The Retailer is responsible for ensuring that the Customer is provided notice of a De-Energization and for the consequences of De-Energization.

The Retailer must agree that we have no liability for any De-Energization that is completed upon request, and indemnify the Town for any claims made against the Town by your Customer related to such a De-Energization. The Town will not get involved in any dispute between Retailers and their Customers in relation to a De-Energization requested.

11.9. Billing of De-Energized Sites

The Town will begin charging fees and charges for services as soon as we begin providing the service and will continue to charge these fees and charges until the respective Site is permanently De-Energized.

11.10. Request to Re-Energize a Site

Retailers may request Re-Energization of a Site or removal of a Load Limiting Device or Load Limiting Program by sending a request that complies with AUC Rule 021.

The Town may Re-Energize a Site or remove a Load Limiting Device or Load Limiting Program at any time after receiving a request. However, in the circumstances described below, the Town has the right to refuse to Re-Energize a Site or to remove the Load Limiting Device or Load Limiting Program if the Site was originally De-Energized or the Load Limiting Device or Load Limiting Program was installed:

- to maintain the safety and reliability of the Town Electric Distribution System, the Transmission System, the IES or the electrical system of a connecting entity,
- for any safety-related reason,
- as a result of a Customer's action, inaction or facilities that are causing any problems, damage, interference or disturbance,
- because we were directed to do so by the ISO,
- because we were requested to do so by a public protective service, such as the police or

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- fire department,
- to facilitate construction, installation, maintenance, repair, replacement or inspection of any of our Facilities, or
- for any other reason, including emergencies, forced outages, potential overloading of the Town Electric Distribution System, the Transmission System, the IES, or Force Majeure

The Town will not Re-Energize the Site or remove the Load Limiting Device or Load Limiting Program until the condition that caused us to De-Energize it or to install a Load Limiting Device or Load Limiting Program has been resolved.

The Town will also not Re-Energize any Site or remove a Load Limiting Device or Load Limiting Program if we believe doing so would create an unsafe condition, if we reasonably believe that extreme environmental conditions exist, or if it would be contrary to any applicable law, or these Terms and Conditions.

The Town has the right to ask a Retailer to provide the Customer's contact name and phone number for the purpose of verifying the Re-Energization request or request to remove a Load Limiting Device or Load Limiting Program. Retailers are responsible for ensuring that the Customer is provided notice of a Re-Energization or removal of a Load Limiting Device or Load Limiting Program and for the consequences of Re-Energization or removal of a Load Limiting Device or Load Limiting Program.

Retailers agree that the town has no liability for any Re-Energization or removal of a Load Limiting Device or Load Limiting Program that we do upon request, and agree to indemnify the Town for any claims made against us by the Customer related to such a Re-Energization or removal of a Load Limiting Device or Load Limiting Program. The Town will also not get involved in any dispute between the Retailer and the Customer in relation to a Re-Energization or Load Limiting Device or Load Limiting Program removal requested by the Retailer.

11.11. 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.

11.12. Identification Numbers

Electronic information exchange between the Retailer and The Town under these Terms and Conditions 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

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

12. INVOICING

EPC will invoice Retailers for Distribution Tariff services and transaction related services provided to the Retailer's customers under the Town Distribution Tariff.

12.1. Distribution Tariff Invoices

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

12.2. Billing to Customer

Retailers are responsible for any direct billing to and collections from their Customers.

12.3. Late Payment

Any invoice rendered to a Retailer is due by the Penalty Date. Late payments date will be charged the Late Payment Fee set out in the Fee Schedule. The penalty will be applicable to the total current charges outstanding. Payments will be applied first to arrears and then to current charges.

12.4. 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.

12.5. Estimated Invoices

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

12.6. 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. This includes Local Access Fees and all sales, excise or other taxes with respect to any service the Town provides.

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Any invoice rendered to a Retailer is due on the Invoice Date. Invoices shall be deemed paid when payment 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. If any payment made is not honoured by your financial institution, we have the right to charge a dishonoured payment fee, as set out in in Fee Schedule. A payment that is not honoured is not a valid payment, so if a valid payment is not received by the Penalty Date, a late payment charge will apply. 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. If you do not agree with the amount of an invoice you receive, you must still pay it in full and on time. You do have the right to dispute any invoice you receive but you must use the dispute resolution process set out in these Terms and Conditions. You are required to pay invoices by their Payment Dates whether or not you actually receive the invoice.

12.7. Minimum Refund/Charge Amount

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

12.8. Refunds

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

12.9. Invoice Adjustments

Where the Town overcharges or undercharges a Retailer as a result of an invoicing error, the Town will issue an adjusted invoice without a charge or credit for interest. No adjustment will be made for invoicing errors for a bill period that is more than 24 months earlier than the bill period in which the invoicing error was discovered or brought to the Town's attention, unless we are required to do so by any governmental authority, legislation or regulation. 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. Overpayments will be offset against any invoices outstanding, unless a request to the contrary is received from the Retailer; and

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if a Retailer is found to have been undercharged due to an invoicing error, the Town will calculate the amount of the undercharge and add it to your next invoice. The entire invoice, including any undercharged amounts related to past bill periods, is due on the Payment Date.

13. DEMAND WAIVER

The Town may, at its sole discretion, grant a Demand waiver request when the new Demand is the result of the simultaneous start of the Customer's equipment after a power outage, if that power outage was within our reasonable control. If the Town grants the waiver, the Billing Demand will be the higher of the Minimum Contract Demand and the Ratchet Demand. The peak Demand caused by the simultaneous start of the Customer's equipment will be excluded from the calculation of Ratchet Demand. A written Demand waiver request must be provided to us within 90 days of the power outage that caused the new Demand. Requests for a Demand waiver should be sent to trac@enmax.com.

14. ELIGIBILITY OF RETAILER

14.1. 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.

14.2. 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).

14.3. Prudential Requirements

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

14.4. Agreement between the Town and Retailer

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.

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14.5. 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.

14.6. 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.

15. CUSTOMER PROTECTION

15.1. 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*

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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.

15.2. 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.

16. METERING of SITES

16.1. 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.

16.2. 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.

16.3. Installation of Metering Equipment

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

16.4. 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,

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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.

16.5. 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.

TOWN OF PONOKA
Bylaw 472-22
Schedule 4
DISTRIBUTION TARIFF

Customer Terms and Conditions

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INTRODUCTION

The Town of Ponoka takes pride in its ownership and operation of the Electric Distribution System within its municipal boundaries. The Town provides access to the system and connection services to Customers that enables Retailers to sell Electricity directly to Customers. These Terms and Conditions set out the service conditions for Customers seeking Connection Services from the Town Electric Distribution System.

As a distribution utility, the Town does not sell Electricity. Alberta has a competitive market for Electricity, which provides the right to purchase Electricity from a Retailer that you choose or from the Regulated Rate Provider if you do not choose a Retailer. You can find a list of Retailers on the Utilities Consumer Advocate website: <https://ucahelps.alberta.ca/>. Whether you buy your Electricity from a Retailer, Regulated Rate Provider or Default Supplier, you will receive a bill from them for the electricity you have used. That bill will also include the amounts that the Town charges for services we provide under these Terms and Conditions, including transporting Electricity by means of our Electric Distribution System.

1. 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, amended and approved by the AUC under the authority of the *EUA*;
- (d) **"AUC Rule 024"** means the Rules respecting Micro-Generation as established amended and approved by the AUC under the authority of the *EUA*;
- (e) **"Billing Demand"** means the demand as defined in the Town of Ponoka Distribution Tariff Rate Schedule;

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- (f) **“Business Day”** means any day other than a Saturday, Sunday or a Statutory holiday in the Province of Alberta;
- (g) **“Connected Load”** means in relation to a Site, the sum of the capacities or ratings of the electricity consuming apparatus connected to the Town of Ponoka’s Distribution System at the Site;
- (h) **“Connection Services”** means “electric distribution service” as defined in the EUA and includes Distributed Energy Resource Interconnection Services and all of the other services provided under the Town of Ponoka Distribution Tariff;
- (i) **“CSA”** means the Canadian Standards Association
- (j) **“Customer”** has the meaning given to it under the EUA and also includes a Person or entity to whom the Town serves under its Distribution Tariff, who owns, rent or leases land upon which service under the Town’s Distribution Tariff is or will be provided, but does not include a Retailer, a Regulated Rate Provider or a Default Supplier;
- (k) **“Customer Contribution”** means, for the purposes of the Town’s investment policies, the difference between the cost of a Service Connection and the amount that EPC invests in that Service Connection;
- (l) **“Customer Party”** means a Customer and its directors, officers, agents, contractors and representatives;
- (m) **“De-energize”, De-energized or “De-energization”** means the disconnection of metering or electrical equipment to the Electric Distribution System to prevent Energy from flowing to or from a Site;
- (n) **“Default Supplier”** means a Retailer appointed by an owner pursuant to Section 3 of the *Roles, Relationships and Responsibilities Regulation* (Alberta);
- (o) **“Demand”** means the amount of Electricity delivered to or by a system (expressed in kVA) at a given instant or average over any designated period of time;
- (p) **“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;

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- (q) **"Distributed Energy Resource"** means any apparatus, device or equipment that is capable of producing or storing Electricity and that is directly or indirectly electrically connected, either continuously or intermittently, to the Town Electric Distribution System and includes Distributed Generation;
- (r) **"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;
- (s) **"Distributed Energy Resource Interconnection Services"** means services provided by the Town which will allow for the delivery of Electricity to the Town's Facilities by a Distributed Energy Resource;
- (t) **"Distribution Access Service"** means Electric Distribution Service which has the meaning given to it by the EUA;
- (u) **"Distribution Tariff"** means a document prepared by the Town and approved by Municipal Council that sets out:
 - (i) Rate Schedules,
 - (ii) Fee Schedules, and
 - (iii) Terms and Conditions;
- (v) **"Electricity"** has the meaning given to it by the EUA
- (w) **"Electric Distribution System"** has the meaning given to it by the EUA;
- (x) **"Electricity Services"** has the meaning given to it by the EUA
- (y) **"Eligible Customer"** has the meaning given to it by the *EUA*;
- (z) **"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,

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- (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of fuel,
 - (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;
- (aa) **"Energize"**, Energized or **"Energization"** means the connection of metering or electrical equipment to the Electric Distribution System to permit Energy to flow to or from the Site and includes any derivation of this word, as the context requires;
- (bb) **"EPC"** means ENMAX Power Corporation
- (cc) **"EUA"** means the *Electric Utilities Act*, (Alberta);
- (dd) **"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;
- (ee) **"Fee Schedule"** (Ponoka Electrical Service Fees Schedule – Schedule 1) means a schedule forming part of the Ponoka Distribution Tariff 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;
- (ff) **"Force Majeure"** means circumstances not reasonably within our control, including acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public

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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 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 our control. Force Majeure events do not include our lack of finances or inability to perform due to our financial condition, or decisions or orders made by the AUC in the normal course of exercising its authority.

- (gg) **"Generating Unit"** has the meaning given to it by the *EUA*;
- (hh) **"Interval Meter"** means a Meter that measures, at intervals of 60 minutes or less, the amount of Electricity consumed, and satisfies the standards for revenue collection under the Electricity and Natural Gas Inspection Act (Canada) and the Weights and Measures Act (Canada).
- (ii) **"IES"** has the meaning given to it by the *EUA*;
- (jj) **"Interconnection Agreement"** means an agreement between the Town and a Distributed Energy Resource, which sets the terms upon which the Town provides Distributed Energy Resource Interconnection Services to the Distributed Energy Resource and the associated Rate Schedule and Fee Schedule;
- (kk) **"Invoice Date"** means the date as indicated on an invoice;
- (ll) **"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;
- (mm) **"kVA"** means kilovolt ampere or kilovolt amperes;
- (nn) **"kW"** means kilowatt or kilowatts;

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- (oo) **"kWh"** means kilowatt hour or kilowatt hours;
- (pp) **"Load"** means the Demand and Electricity delivered or required to be delivered to a Site;
- (qq) **"Load Limiting Device"** means hardware or software that limits or reduces the electric current provided to the Customer, and which may be a standalone device or part of a Meter;
- (rr) **"Meter"** is the apparatus and associated equipment, which measure active Energy or reactive Energy or both, as approved by Measurement Canada;
- (ss) **"Meter Services"** means all services associated with the metering of Electricity, including the purchase, installation, operation, reading, testing, maintenance, monitoring, replacement and removal of a Meter;
- (tt) **"Micro-Generation Regulation"** means the *Micro-Generation Regulation* (Alberta);
- (uu) **"Micro-Generator"** means micro-generator as defined in the *Micro-Generation Regulation*;
- (vv) **"Minimum Contract Demand"** is the minimum kVA contracted for the Customer;
- (ww) **"Minimum Demand Agreement"** is an agreement between the Customer and the Town in which the Customer agrees, among other things, to pay the Town a Demand-based charge where the Demand upon which the charges are based is determined in accordance with the terms of the agreement;
- (xx) **"Operating Procedures"** means the procedures for the operation of both the Customer's facilities and the Town's Facilities relating to an interconnection, as required for the safe and orderly operation of a Service Connection;
- (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;

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- (zz) **"Parties"** means the Town, the Customer, or any other Person taking any services, under this Distribution Tariff and these Terms and Conditions and **"Party"** means any one of them;

- (aaa) **"Person"** means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;

- (bbb) **"Point of Service"** means any service that is assigned a unique Site ID as described in AUC Rule 021;

- (ccc) **"Power Factor"** means the ratio of real power measured in kilowatts to total or apparent power measured in kVA;

- (ddd) **"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;

- (eee) **"Rate Schedule"** (Town of Ponoka Distribution Tariff Rate Schedule – Schedule 2) means a schedule forming part of the Ponoka Distribution Tariff that sets out the charges to Customers;

- (fff) **"Re-energize" or "Re-energization"** means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to or from a Site;

- (ggg) **"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;

- (hhh) **"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 Terms and Conditions and posted on the Municipal website;

- (iii) **"Retail Access Services"** "electric distribution service" as defined in the EUA and includes all of the services provided by the Town to Retailers under the Town Distribution Tariff

- (jjj) **"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

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to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule and Fee Schedule;

- (kkk) **"Retail Electricity Services"** has the meaning given to it by the EUA;
- (lll) **"Retailer"** has the meaning given to it by the EUA;
- (mmm) **"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;
- (nnn) **"Service Connection"** means the physical connections of the Town Facilities to the facilities of a Customer;
- (ooo) **"Site"** means a unique end use service delivery point;
- (ppp) **"Site ID Catalogue"** means the electronic file containing Site Identification Numbers and location information for all Sites to which the Town provides delivery services;
- (qqq) **"Site Identification Number"** means a unique identification number assigned to each Site;
- (rrr) **"System Access Service"** has the meaning given to it by the EUA; **"TBC"** means the Alberta Tariff Billing Code, AUC Rule 004;
- (sss) **"Terms and Conditions" or "Terms and Conditions"** means these Terms and Conditions for any services, as amended from time to time;
- (ttt) **"Town"** means the Town of Ponoka or a duly appointed wire service provider.
- (uuu) **"Town Standards"** means any bylaws, policies, conditions to approvals and permits, or similar documents;
- (vvv) **"Unauthorized Revenue Sub-metering"** means the use of any meter not authorized by the Town for the purpose of measuring electricity for the purpose of rendering an invoice to or charging another Person based on that measurement;

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(www) **“Your Equipment”** means any equipment or facilities on Your Property that you own or control and that is connected to our Facilities;

(xxx) **“Your Property”** means property that a Customer owns, rents or controls.

2. 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, Fee Schedule and these Terms and Conditions, the provisions of these Terms and Conditions shall govern to the extent of the conflict or ambiguity.

2.2. Headings

The division of these Terms and Conditions 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 Terms and Conditions.

2.3. Acts and Regulations

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

3. GENERAL PROVISIONS

As owner and operator of the Electric Distribution System within the municipal boundaries of the Town of Ponoka, the Town provides Customers with access to the system and services to Retailers that enable Retailers to sell Electricity directly to Customers. These Terms and Conditions also set out the service conditions for customers connected to the Town Electric Distribution System. Together with the Retailer Terms and Conditions, these Terms and Conditions form the Terms and Conditions for the Town of Ponoka Distribution Tariff.

3.1. Approval

These Terms and Conditions, Rates and Fees form 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 under these Terms and Conditions constitutes acceptance by the Customer of these Terms and Conditions 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, Fee Schedule or the Rate Schedule, or to bind the Town to perform in any manner inconsistent with these Terms and Conditions, Fee Schedule 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 Terms and Conditions 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 Rate Schedule and in accordance with these Terms and Conditions.

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

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- (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 Terms and Conditions, 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 (at the Town's sole discretion):

- (i) a satisfactory guarantee of payment;
- (ii) a guarantor who satisfies the Town's credit requirements;
- (iii) providing a satisfactory irrevocable letter of credit from a Canadian chartered bank; or equivalent lending institution satisfactory to the Town; or

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(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 Terms and Conditions, 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 Terms and Conditions, 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 Terms and Conditions, 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 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;

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- 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.

3.13. 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.

3.14. 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.

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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.

3.15. 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:
12. Customer "buy down" cost = (original Town investment – revised Town investment) x (1 - (contract years completed/Contract Term));
13. 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;

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14. 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;
15. 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;
16. Transmission Facilities: this policy does not in any way apply to or include transmission or substation related capital costs;
17. 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 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.

3.16. 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.

4. CONNECTION SERVICES

4.1. Interruptions

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

- (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.

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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. 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

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 Terms and Conditions 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

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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 Terms and Conditions, 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 Connection Services, and Distributed Generation Interconnection Services to Customers under these Terms and Conditions. The Town also provides Retail Access Service to Retailers., 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 Terms and Conditions,
 - (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 Terms and Conditions or a Retail Access Services Agreement;
- (c) the presence, installation, or use of equipment installed by or on behalf of a Retailer;
- (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.

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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;
- (e) the failure of the Customer to perform any of their respective duties or obligations as set out in these Terms and Conditions; 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:

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- (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 Terms and Conditions; 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 Terms and Conditions.

5.7. Force Majeure

If an event of Force Majeure occurs that affects the Town's ability to provide any service provided under these Terms and Conditions, 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.

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6. 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 Terms and Conditions, the provisions of the *Arbitration Act* shall apply.

6.2. 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.

6.3. Resolution of Disputes Relating to the Terms and Conditions

If any dispute arises between the Town and a Retailer in connection with these Terms and Conditions, the Town and the Retailer will use reasonable efforts to resolve this dispute in an amicable manner. Either the Town or the Retailer may notify the other Party in writing that there is a dispute. The Town and the Retailer must meet within 10 days of this notice to try to resolve the dispute.

If the Town and the Retailer are unable to resolve the dispute within 30 days after this meeting, they may jointly agree to a process for resolving their dispute. If they cannot agree on a process, either Party may submit the dispute to arbitration by sending the other Party a written notice of arbitration that requests arbitration and describes the dispute to be arbitrated.

6.4. Arbitration by a Single Arbitrator

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. The default arbitration process is arbitration by a single arbitrator jointly appointed by the **Parties** to the dispute. However, if the **Parties** cannot agree on an arbitrator within 10 days of the notice of arbitration, the dispute will be heard by a panel of three arbitrators.

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6.5. Arbitration by Three Arbitrators

If the Parties to a dispute, that has been submitted to arbitration, cannot agree on a single arbitrator within 10 days of the notice of arbitration, the dispute will be heard by three arbitrators. No later than 5 days after the expiry of the 10-day period referred to above, each party will appoint one arbitrator. If a Party fails to appoint an arbitrator within this period, the other Party may, on notice, apply to the Court of Queen's Bench of Alberta to have a Justice of that court appoint an arbitrator.

The two arbitrators will appoint the third arbitrator no later than 10 days after the expiry of the 5-day period referred to above, and the jointly appointed third arbitrator will chair the arbitration panel. If the two arbitrators are unable to agree upon a third arbitrator, either Party may apply, on notice, to the Court of Queen's Bench of Alberta to have a Justice of that court appoint the third arbitrator.

6.6. Qualification of Arbitrators

Any arbitrator appointed under this section must have the technical or other qualifications necessary to properly make a decision on the dispute.

6.7. Date of Decision

Once the arbitration panel has been appointed (whether it is one arbitrator or three) that panel must render a decision on the dispute within 90 days of the last appointment date.

If the panel does not render a decision within this time period, then by giving 30 days' notice to the other Party and the arbitration panel, either Party may cancel the arbitration and either issue a new notice of arbitration or have the dispute resolved in court as if this SECTION 6 -did not exist.

6.8. Decision of Arbitrators Is Final

A decision by the single arbitrator or by a majority of the three arbitrators is final and binding on the Parties, and neither Party may appeal the decision.

6.9. Application of the Arbitration Act

Any arbitration under these Terms and Conditions will be conducted in accordance with the Arbitration Act. If there is a conflict between these Terms and Conditions and the Arbitration Act, these Terms and Conditions will prevail, to the extent of the conflict.

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6.10. Continuation of Obligations and Responsibilities

The submission of a dispute to the dispute resolution process does not relieve a Party to the dispute from any of its obligations or responsibilities under these Terms and Conditions.

7. 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 Terms and Conditions 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 Terms and Conditions, 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 Terms and Conditions, 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 Terms and Conditions without obtaining all necessary regulatory approval(s); and 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 Terms and Conditions, 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

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bound by all of the Terms and Conditions hereof and provided all necessary regulatory approvals are obtained.

No assignment shall relieve the assigning Party of any of its obligations under these Terms and Conditions, 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 Terms and Conditions shall be void.

8. 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 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.

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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

9. INVOICING

On behalf of the Town, EPC will invoice Retailers, the Regulated Rate Provider or the Default Supplier for Distribution Tariff services and transaction related services provided to the Retailer's customers under the Town Distribution Tariff.

9.1. 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.

9.2. Billing to Customer

Normally, the Customer's Retailer will also be responsible for any direct billing to and collections from the Customer related to Customer Contributions, Fees or charges for other services. In some circumstances, the Town may bill customers directly for specific services.

9.3. Late Payment

Any invoice rendered to a Customer 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

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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.

9.4. Default or Failure to Pay

Customers 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.

9.5. Estimated Invoices

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

9.6. Payment of Accounts

The Town bills the Retailer for the entire amount for all customers served by that Retailer on the Ponoka system. The Retailer is obligated to 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. This includes Local Access Fees and all sales, excise or other taxes with respect to any service the Town provides.

Any invoice rendered to a Retailer is due on the Invoice Date. Invoices shall be deemed paid when payment 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.

9.6.1. No Payment Required

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

9.6.2. Refunds

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

9.7. Rate Changes and Billing

9.7.1. Demand Waiver

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.

9.7.2. Rate Changes

If the operational characteristics of your Site change, you may be eligible for a different rate. If you wish to switch to a different rate, you may request a rate change in writing, either by contacting your Retailer or by contacting the Town directly. Your request must include information about how the operational characteristics of your Site have changed and why those changes qualify you for the rate you wish to change to.

When we receive your rate change request, we will review it and provide you with a decision as quickly as reasonably practicable. You may only request one rate change in any 12-month period unless the change in eligibility is the result of a change in ownership or occupancy. Section 3.15 may apply to a request for a rate change, and depending on the circumstances, we may require you to make a Customer Contribution, or we may be required to refund part of a Customer Contribution you have already made. Under no circumstances will we refund the difference in charges between the rate you were subject to in a past period and the new rate we allowed you to switch to, even if you were eligible for the new rate before the switch.

9.7.3. Billing Period

Invoices for a Point of Service are issued once each billing period. The billing period is the time between one Meter reading and the next (or if a Meter reading is not done, the time between one estimate of your Electricity consumption and the next estimate or Meter reading). The billing period generally ranges between 27 and 35 days. When The Town determines the billing period

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for each Point of Service, we will comply with the requirements of the Tariff Billing Code. You or your Retailer, Regulated Rate Provider or Default Supplier may ask us for a Meter reading at any time, but we have the right to charge a fee for such “off-cycle” Meter readings, as set out in the Fee Schedule. We may change your billing period.

9.7.4. Billing Period Change and Adjustments

We have the right to change your billing period. If we change your billing period, any charges other than Electricity-based charges during the transition period between the old billing period and the new billing period will be calculated based on the number of days in the transition period. The number of days in the transition period will generally be different from the number of days in both the old and new billing periods. The Town will correct any billing errors we make, but only if they are discovered or brought to our attention within 24 months

The Town will correct any error in the amount of fees or charges that we have invoiced your Retailer in respect of your Site in accordance with the Retailer Terms and Conditions, except for any errors for a billing period that is more than 24 months earlier than the billing period in which we discovered the error or you brought it to our attention, unless we are required to do so by any governmental authority, legislation, regulation or AUC rule. The Town does not pay or charge interest on any billing adjustments that we make as a result of our error.

10. CUSTOMER PROTECTION

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.

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11.0 APPLICATION FOR CONNECTION SERVICES

11.1. 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 electricity 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.

11.2. Application for Connection Services

11.2.1. 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 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.

11.2.2. Application by Retailer or Other Person

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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.

11.2.3. 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 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.

11.2.4. Rejection of Application

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

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- (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;
- (h) the Town determines that adequate space has not been provided by the Customer for the Town to install the required facilities; or

11.2.5. 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.

11.2.6. Cost Estimate and Payment

After the Town has approved your request for Connection Services, you will be provided with a written estimate. The estimate will contain an estimated cost of your Service Connection after taking into account investment made by the Town. The Town may require that you make an initial payment for the estimated cost of preliminary engineering or design work related to an application for Connection Services before we carry out any preliminary engineering or

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design work. If you cancel or withdraw your application for service, we will return to you any part of your initial payment that we have not used to carry out preliminary engineering or design work.

Once we have completed the preliminary engineering and design work, if you decide to proceed with the next phase of the work, we will apply any unused portion of the initial payment to this next phase of work. If the Customer decides not to proceed with the next phase of the work, the Town will charge or refund the difference, if any, between the initial payment and the actual cost of the preliminary engineering and design work.

If the Customer cancels or withdraws the request for Connection Services or a Service Connection after we have begun work to provide those services or that connection, the Customer must pay all of the costs that the Town has incurred that are related in any way with your request and its cancellation or withdrawal.

11.3. Customer Responsibilities

11.3.1. 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.

The Town has the right to enter your Property without paying compensation for any purpose that is reasonably related to Town Facilities located on Your Property, or Facilities that we cannot reasonably access except from Your Property.

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The Town will try to give you 48 hours notice when we need to enter onto Your Property, unless we only need access to the front yard of a residence or a part of Your Property that is generally accessible to the public. However, in the case of an emergency or where we need to enter your property to De-Energize or Re-Energize a Site, to read, replace or repair a Meter or to install or remove a Load Limiting Device or Load Limiting Program, we are not required to give you notice.

If we have given you notice that we need to enter onto Your Property and you ask us to re-schedule outside of our normal business hours (which are 7:00 a.m. to 4:00 p.m. Monday to Friday), we will try to accommodate your request. Whether we can or will accommodate a request for “off-hours” access is solely our decision and will depend on several factors, including the urgency of the need to access Your Property and the availability of our crews. If we do accommodate a request for off-hours access, we have the right to require you to pay the Customer Requests - Off Hours fee set out in the Fee Schedule.

You must not prevent or interfere with our access to Your Property.

11.3.2. Access to the Customer’s Property

In order to provide you with Connection Services, and to operate and maintain the Town Electric Distribution System, we need to be able to access parts of Your Property.

By taking Connection Services from us, you are deemed to have granted us, free of charge, any easements, rights-of-way and rights of entry over, upon or under Your Property that we require related in any way to the Facilities required to provide you with Connection Services and for us to construct, install, extend, repair, operate and maintain our Electric Distribution System unimpeded. This includes Facilities that are part of our Electric Distribution System that are not dedicated to serving you alone.

By taking Connection Services from us, you are also deemed to consent to the registration against the title to Your Property of our interest in these easements, rights-of-way and rights of entry over, upon or under Your Property, as we may reasonably require. If for any reason you request us to relocate our Facilities, we will determine whether the relocation is feasible. If it is, and if we relocate our Facilities at your request, you must pay us all of the costs of the relocation, including the cost of removing and re-installing our Facilities.

11.3.3. Management of Vegetation

Customers will permit the Town to manage and remove vegetation on Your Property to reduce the risk of contact with our Facilities or to maintain proper clearances as required by the Alberta Electrical Utility Code and any other legal requirements. We will make a reasonable effort to

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notify you before such work is performed.

However, even though we have the right to manage vegetation on Your Property, the responsibility for maintaining proper clearances on Your Property between vegetation and Your Equipment is yours and yours alone.

At your request, we will De-Energize your Site to allow you to manage vegetation to maintain proper clearances on Your Property. We will work with you to schedule the De-Energization, but depending on how much notice you give us, we may not be able to De-Energize your Site on your preferred day and time.

11.3.4. 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.

11.3.5. 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.

11.3.6. Standards for Interconnection

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

11.3.7. 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.

11.4. Connections

11.4.1. 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 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.

11.4.2. 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 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.

11.4.3. 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

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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.

11.4.4. 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.

11.4.5. 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.

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.

11.4.6. 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.

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11.5. Change in Connection Services

11.5.1. 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.

11.5.2. 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.

11.6. De-energization of Service

11.6.1. De-energization at Request of Customer

The Customer may on 30 day's prior oral or written notice to the Town, request the temporary 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. Per section 18.6.4, the

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Customer will be required to pay a fee for re-energization. In the case of permanent De-energization, the Customer may also be required to pay for any unrecovered investment made by the Town in respect of providing the Customer's Electricity Services. If your Site remains De-Energized for 18 months or more, we will consider it to be permanently De-Energized and section 18.6.5 will apply. If we temporarily De-Energize your Site or discontinue, restrict, or interrupt your Connection Services for any reason, you must continue to pay all of the charges under our Distribution Tariff, including the local access fee and all charges under the applicable Rate Schedule for the period during which your Site was De-Energized or your Connection Services were discontinued, restricted or interrupted.

11.6.2. 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 that may be used for unlawful purposes;
- (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.
- (f) you own or operate a Generating Unit that is connected to our Facilities that you have not told us about,
- (g) you own or operate any equipment that is capable of producing or storing power, whether or not that equipment is connected to or otherwise associated with a Generating Unit, and we reasonably believe that your operation of that equipment has caused or may cause a disturbance or power quality issues on our Electric Distribution System, or
- (h) we reasonably believe that the continued provision of Connection Services to Your Property could cause damage to our Facilities or our Electric Distribution System or interfere with or otherwise disturb any other services we provide.

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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.

11.6.3. 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 Terms and Conditions 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.

The Town will make a reasonable effort to notify you, within a reasonable time after De-Energization, of the reason for the De-Energization or the discontinuation, restriction, or interruption of your Connection Services and the steps you must take before we will Re-Energize your Site or restore your Connection Services.

11.6.4. 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:

- (a) the condition that caused us to De-Energize the Site, discontinue, restrict, or interrupt your Connection Services, or refuse to make Connection Services available to Your Property has been corrected to the Town's satisfaction,

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

11.6.5. 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.

11.6.6. No Liability for De-energization or Disconnection

The Town is not liable to Customers or any other Person for any loss, damage, injury or claim of any nature whatsoever, including any form of direct damages, indirect damages, consequential damages, loss of income, loss of revenue or loss of profit, arising from or connected in any way with:

- De-Energization of a Site or the discontinuation, curtailment, interruption or reduction of Connection Services or any other service we provide, or
- the failure to give notice or the content of the notice of a De-Energization, discontinuation, curtailment, interruption or reduction in Connection Services or any other service we provide.

12. REVENUE METERING EQUIPMENT

12.1. Installation, 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.

12.2. 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.

12.3. Installation of Metering Equipment

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Only Town authorized employees and contractors are permitted to install, remove, operate, or maintain Town Meters, electric equipment or any of our other Facilities required to provide Connection Services to you.

The Town has the right to decide where to install our Facilities, including Meters, on Your Property. The location of the Meter must conform to the specifications set out in our Metering Standard, which you can find on the enmax.com website. If you would like us to install our Facilities in a different location other than the one we choose, you may propose an alternate location. However, we have the right, in our sole discretion, to deny your request to install our Facilities in an alternate location. If we agree to install our Facilities in an alternate location, you are responsible for any increased costs of installing the Facilities in the location you proposed relative to the location we chose.

Customers must not interfere with or alter Town Meters, seals or other Facilities in any way. For example, neither you nor anyone authorized or hired by you, including an electrician or electrical contractor, is allowed to:

- install a Meter or any other of our Facilities,
- remove a Meter or any other of our Facilities,
- change the location of a Meter or any other of our Facilities, including moving them to other premises,
- unseal a Meter,
- make any alterations whatsoever to a Meter or any other of our Facilities,
- do anything that would or could alter the operation of a Meter or any other of our Facilities, or
- do anything that could result in Electricity bypassing a Meter.

If you, or anyone authorized by you, interferes with or alters any of our Facilities, including doing any of the things described above, you will be responsible for any destruction, loss or damage to our Meters, or any of our other Facilities located on Your Property. You will also be liable for the cost of restoring our Facilities to their original state or location, and the testing and inspection of our Facilities, even if there is no loss or damage.

12.4. 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

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the provision of Connection Services and the Customer shall not prevent or hinder the Town's entry.

12.5. 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. If Town Meter, seals or other Facilities are relocated at your request or to remedy any violation of law or regulation caused by you, you must pay our relocation costs. We may require that you pay the estimated relocation costs in advance.

12.6. Interval Metering

The Town will install Interval Meters at new Sites with a planned installed capacity of 150 kVA or greater, or as required by the Micro-Generation Regulation. We will replace a non-interval Meter with an Interval Meter at an existing Site at our cost:

- when the Demand registers 150 kVA or greater twice in a twelve-month period, or
- when modifications are made to the Electric Distribution System infrastructure to supply a Site with a capacity of 150 kVA or greater.

Once an Interval Meter has been installed at a Site, we will not remove it, even if you ask us to, unless the Site is permanently De-energized, even if the Customer changes.

You may request an Interval Meter, communication device or non-standard Meter but you will be responsible for the costs

12.7. Costs of Interval Meters

If you request, we may, at our sole discretion, agree to install:

- an Interval Meter when your capacity requirement is less than 150 kVA,
- a communication device attached to an existing Meter, or
- an EPC approved non-standard Meter.

If we agree to install a different type of Meter or a communication device at your request, we will bill you or your Retailer for all costs of providing and installing the Meter or communication device. We will own the Meter or the communication device.

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13. DISTRIBUTED GENERATION SERVICES

13.1. 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.

13.2. 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 Terms and Conditions, 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 are expected to comply with any changed standards upon receipt of notice or otherwise becoming aware of such changes.

13.3. Application for Distributed Generation Interconnection Services

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

13.3.1. 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.

13.3.2. 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,
 - (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.

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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.

13.3.3. 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.

13.3.4. Approvals

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

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requirements applicable to the installation and provision of Distributed Generation Interconnection Services.

13.4. Responsibilities

13.4.1. 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.

13.4.2. 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.

13.4.3. 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.

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13.4.4. Standards for Interconnection

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

13.4.5. 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.

13.5. Connections

13.5.1. 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.

13.5.2. 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 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

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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.

13.5.3. 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.

13.5.4. 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 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.

13.5.5. 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.

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13.5.6. 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.

13.5.7. 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.

13.5.8. 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:

- (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.

13.6. De-energization of Service

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13.6.1. 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.

13.6.2. 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.

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.

13.6.3. De-energization Other Than for Safety

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The Town may at any time, after having given at least 48 hours 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.

13.6.4. 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.

13.6.5. 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.

13.6.6. Fee Schedule

The Town reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. The fees are set out in the Fee Schedule.

13.7. Distributed Generation Metering Equipment

13.7.1. Installation, Provision and Ownership

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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.

13.7.2. 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).

13.7.3. 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.

13.7.4. 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 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.

13.7.5. 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.