

APPENDIX

Town of Ponoka Compliance Plan Code of Conduct Regulation (AR 58/2015)

Introduction

1. The Town of Ponoka owns and operates the electric distribution system for customers located within its Municipal boundary. This compliance plan has been prepared as a varied compliance plan in accordance with AUC Rule 030: *Code of Conduct*, Section 3.
2. Town of Ponoka currently has 3,615 customer sites to which it provides energy services, retail energy services or regulated energy services which is less than the 5,000 limit, as specified in Section 3(1) of Rule 030. The compliance plan in this Application has been prepared as a varied compliance plan in accordance with AUC Rule 030: *Code of Conduct*, Section 3.
3. Some electricity services are provided by Town personnel while others are provided under arrangements with ENMAX Power Corporation (EPC) for wire services and ENMAX Energy Corporation (EEC) for Regulated Rate services. For reference, Appendix 1 to this compliance plan contains the relevant sections of the agreements between Town of Ponoka and EPC and EEC.
4. The contact for compliance matters is:

Name: Angie Schumacher
Position: General Manager Corporate Services
Address: 200 5604 50 Street, Ponoka AB, T4J 1G5
Phone Number: 403 783-4431
Email: Angie.Schumacher@ponoka.ca
5. The following section numbering has been retained for consistency with Rule 030 and reference to the sections of the *Code of Conduct Regulation* are also provided:

3(3)(a) List of affiliated providers (*Code of Conduct Regulation* Section 30(4)(a))

6. The following is a list of the affiliated providers of the Town of Ponoka as the distributor:
7. ENMAX Energy Corporation provides regulated energy services, as defined in Section 1(1)(n) of the *Code of Conduct Regulation*, to Town of Ponoka customers.
8. The entities below provide retail energy services, as defined in Section 1(1)(q) of the *Code of Conduct Regulation*, to Town of Ponoka customers and qualify as affiliated electricity retailers as defined in *Code of Conduct Regulation* Section 2(1)(a)(ii).

ENMAX Energy Corporation,
ENMAX Commercial Services Inc.,
ENMAX Commercial Energy Marketing Inc.

3(3)(b) Description of how the notice required by Section 34 of the Code of Conduct Regulation will be given to the public (*Code of Conduct Regulation* Section 30 (4) (i))

9. Town of Ponoka will provide notice to the public that complaints about contraventions of the *Code of Conduct Regulation* or this compliance plan may be made to the Commission or the Market Surveillance Administrator by the following means to ensure that the greatest number of people will become aware of it:
 - a). Town of Ponoka has indicated to ENMAX Energy Corporation that the frequency and format of a bill notice approved in its Code of Conduct Compliance Plan would be acceptable for use on Regulated Rate eligible customer bills.
 - b) The notice approved in a) would also be incorporated into the Code of Conduct section on the Electric Tariffs page of the Town of Ponoka website.

3(3)(c) Description of the procedure that may be used for the voluntary resolution of complaints about non-compliance (*Code of Conduct Regulation* Section 30(4)(j))

10. Should the Town of Ponoka receive a complaint of non-compliance with the Code of Conduct Regulation, every reasonable effort will be made through the following process to resolve the complaint.
11. As referred to in paragraph 9(b) of this Compliance Plan, a Code of Conduct section will be created on the Electric Tariffs page of the Town of Ponoka website.
12. In addition to the notice in 9(b), readers will be provided with the following description:

The Town of Ponoka provides services to customers of its electric distribution system in compliance with the Provincial Code of Conduct Regulation. If you have questions about the Code of Conduct or a complaint about the Town of Ponoka compliance with the Code, there are several ways to contact us:

- Come to the Town Office service counter at 200, 5604 50 Street, between 9:00am and 4:30pm Weekdays,
- Call us at 403 783-4431, or
- Send us an email at Town@ponoka.ca.

In response to your query the Town of Ponoka will make every effort to follow-up by contacting you within 5 business days. If we can't answer your question immediately, it may be necessary for the Town of Ponoka Compliance Officer or designated personnel to contact you directly to further discuss the matter. Our goal is to be responsive to your query by contacting you or providing a written answer to you within 21 business days.

If necessary, the Town of Ponoka will be committed to further discussions toward resolution within 60 business days or an otherwise agreed to time. In the event satisfactory resolution is not found, the matter can be referred to Town Council for consideration. Town Council may seek input on the matter from the Alberta Utilities Commission or Market Surveillance Administrator as required.

13. In support of reporting obligations per Regulation section 33(2), the Town of Ponoka Compliance Officer will log all complaints and maintain records associated with the handling of a complaint through to resolution including:
 - The date each complaint was made
 - The nature of each complaint and the parties involved,
 - How the complaint was managed by the Town of Ponoka
 - If resolution was achieved, how that occurred, and
 - What remedial action was taken
14. Compliance practice changes made as a result of a complaint will also be documented.

APPENDIX 1

Excerpt from Regulated Rate Services Agreement between Town of Ponoka and ENMAX Energy Corporation: (Contract termination date amended to April 30, 2017)

Schedule "A" attached to and forming part of a Contract for Services between The Town of Ponoka and ENMAX Energy Corporation

SERVICES

Capitalized terms used in this Schedule "A" and not defined herein are as defined in the Agreement, the Act or other applicable statute, the regulations made under any of them, or the *Settlement System Code* established under the rules of the AUC

1. Scope

ENMAX Energy will provide retail billing, customer care, and energy portfolio management services in its capacity as Ponoka's exclusive agent to provide the Regulated Rate Option and as Ponoka's exclusive agent to perform the functions of the Default Supplier. ENMAX Energy will provide the Services in accordance with the following principles:

- To conduct business with fairness, honesty and integrity;
- To treat Customers with general courtesy and respect;
- To operate processes to promptly respond to Customers' suggestions, concerns, complaints and questions within a commercially reasonable timeframe;
- Where a response to a Customer request, suggestion, concern, complaint or questions is appropriate, to give that response within a commercially reasonable timeframe;
- To resolve Customers' needs through single point contact whenever commercially possible so Customers will not receive the "run around";
- To provide educational information to Customers about the delivery of Electricity and billing services by a variety of communications channels;
- To communicate with Customers in English in words they can easily understand;
- To provide the opportunity to solicit Customer feedback about the Services delivered by ENMAX Energy; and
- To maintain performance standards by which the delivery of Service to Customers can be measured.

2. Services Provided

a. Transition Services

ENMAX Energy will coordinate, facilitate, and execute all activities necessary to perform the Services specified in this Schedule "A", including:

- Coordination on transition approach with existing third parties;
- Data collection and validation from third parties;
- Establishment of the Electricity rate for the Regulated Rate Option;
- Billing account set-ups;
- Electricity service set-ups and enrolment with LSA;
- Business process establishment with Ponoka; and
- Business process establishment with MDM, LSA, and MIM.

b. Retail Billing

ENMAX Energy will provide all billing services in its capacity as Ponoka's exclusive agent to perform to provide the Regulated Rate Option and perform the functions of the Default Supplier. Billing services associated with these Customers include:

- Bill calculation;
- Billing adjustments;
- Invoice rendering, printing and distribution;
- Billing table maintenance;
- Payment processing; and
- Credit and collection.

c. Customer Care

ENMAX Energy will provide all Customer care services in its capacity as Ponoka's exclusive agent to perform to provide the Regulated Rate Option and perform the functions of the Default Supplier. A toll-free service will be provided through which calls can be handled or dispatched/transferred to other contact numbers as required. Inquiries related to Customer account information will be answered by the ENMAX Energy Customer Care Center.

d. Portfolio Management

ENMAX Energy will act as the energy portfolio manager to Ponoka for the procurement of Electricity and establishing the fixed price component of the monthly price for Electricity provided under the Regulated Rate Option. ENMAX Energy will assist Ponoka in the development of the Energy Price Setting Plan (EPSP) for approval by its Town Council.

The objective is to provide a stable, reasonably priced Regulated Rate Option through optimizing a mix of Other Procurement Arrangements, where appropriate, and the New RRO Rate within the allowable parameters established in the *Regulated Rate Option Regulation*.

ENMAX Energy will facilitate all of the energy procurement processes to serve Ponoka's RRO load requirements, which include:

- Procurement of base hedges, not to exceed the maximum allowed hedges under the *Regulated Rate Option Regulation*, which will establish the fixed price component of the monthly price for Electricity;
- Procurement of periodic top-ups to the base hedges not to exceed the maximum allowable hedges outlined in the *Regulated Rate Option Regulation*;
- Procurement of prompt month hedges, not less than the minimum allowed under the *Regulated Rate Option Regulation*, for the purposes of establishing the New RRO Rate component of the monthly price for Electricity outlined in the *Regulated Rate Option Regulation*;
- Calculation of the monthly price for Electricity under Regulated Rate Option;
- Communication of the monthly price for Electricity under Regulated Rate Option to Ponoka;

- Communication of the monthly price for Electricity under Regulated Rate Option to the market;
- Modification of the monthly price for Electricity under Regulated Rate Option in the billing system on a monthly basis.

3. Administration Fees

An administration charge for billing, and customer care costs (the “Administration Charge”) will be calculated to compensate ENMAX Energy for providing the Services as well as assuming all risks, including bad debt and collections, to Customers and applied to every Customer bill.

a. Price Applicability Period

The Administration Charge will be reset annually by ENMAX Energy, as required, upon notice to Ponoka. In the case of 2009 and 2010, an Administration Charge of \$0.2562 per Customer Site per day has been established and will be applicable from June 1, 2009 to December 31, 2010.

b. Significant Event

In the event of a material change to ENMAX Energy’s business operations, a significant change in the number of Customers being served, or a fundamental change in the cost to serve those Customers, ENMAX Energy may modify the price applicability period upon notice to Ponoka, to ensure the ENMAX Energy’s costs to provide the Services are appropriately allocated.

4. Transition Costs

ENMAX will account for and charge the Town of Ponoka directly for the cost of the Transition Services. This charge is due upon receipt.

Excerpts from Wire Services Agreement between Town of Ponoka and ENMAX Power Corporation:

Schedule 1 – Load Settlement

EPC will perform all aspects of Load Settlement in conformance with and as specified by the Settlement System Code (SSC). Two exceptions are the development of load profiles other than Net System Load Shape and the determination of distribution system loss factors.

Service Description

The services provided by EPC for Ponoka include:

- Estimate consumption on cumulative meters in accordance with Section 2 of the SSC. NOTE: Where a meter has failed or where energy diversion or theft have occurred the Meter Data Management Agent (MDMA) will be responsible for generating the estimated consumption for the meter as directed by the SSC.
- Disclose the procedures and methods used to conduct settlement to market participants.
- Process daily initial, initial monthly, interim and final settlement calculations.
- Process all Pre-Final Error Correction submissions.
- Process all Post Final Adjustment submissions.
- Exchange information to market participants according to prescribed transactions and processes.
- Utilize zone specific load profiles as directed by Ponoka.
- Provision of load settlement data allocated by rate class, to include both energy and associated distribution tariff revenue; provided on a monthly basis.
- Provide performance reporting metrics:
 - Copy of the Statement of Disclosure provided to the AESO and the AUC at the request of the AESO in accordance with the SSC.
 - Copy of the System Performance Diagnostic Report provided to the AESO in accordance with the SSC; provided on a monthly basis.
 - A monthly report on the initial monthly, interim and final settlement UFE statistics.
 - A summary of Post Final Adjustment Mechanism (PFAM) requests received from retailers.
 - A quarterly statement of compliance to the material aspects of the SSC.
 - Monthly reports will be provided by the 13th business day following the end of the month, quarterly reports will be provided by the 13th business day following the end of the quarter.

Ponoka Obligations and Responsibilities

- Provide EPC with the distribution loss factors.
- Provide EPC with zone specific load profiles other than Net System Load Shape. This data must be provided in a format specified by EPC. The format details will be provided when Ponoka advises EPC of their intent to develop a new load profile. Note: If Ponoka does not provide zone specific load profiles and Ponoka's net system load shape profile is not applicable, Calgary settlement zone profiles will be utilized.
- Notify the EPC Load Settlement Agent (LSA) of any power outages which occur in their settlement zone. The outage information must be provided to the load settlement agent the first business day following the outage. Failure to do so may affect the settlement results, specifically unaccounted for energy. If penalties are assigned to EPC by the AESO, or another authority, for poor or inconsistent settlement results and investigation indicates that the poor or inconsistent settlement result has been caused by an unreported power outage, Ponoka indemnifies EPC and will accept full responsibility for payment of the penalty.
- Remit to EPC, Ponoka's portion of the AESO's quarterly load settlement cost recovery invoice and any true-up or adjustments to the quarterly load settlement cost recovery charges assessed to EPC on behalf of Ponoka.

- Notify the EPC Designated Representative of any changes to the distribution interchange points, specifically additions to or removal of existing distribution interchange points. Notification must be provided to EPC as soon as Ponoka is certain that the changes will occur.
- Ensure that the MDMA, when the MDMA function is not performed by EPC, provides cumulative, interval and/or POD meter data to the EPC LSA in the format and within the timelines prescribed in the SSC. If penalties are assigned to EPC by the AESO, or another authority, for poor or inconsistent settlement results and investigation indicates that the poor or inconsistent settlement result has been caused by incorrect or late cumulative, interval and/or POD meter data, Ponoka indemnifies EPC and will accept full responsibility for payment of the penalty.
- Respond to EPC inquiries no later than the end of business the following day.
- Provide a contact list which identifies primary and secondary contact information.

Schedule 2 – Distribution Tariff Billing

EPC will perform Distribution Tariff billing services for Ponoka in accordance with the Roles, Relationships and Responsibilities Regulation and the Tariff Bill Code (TBC).

Service Description

The services provided by EPC for Distribution Tariff billing include:

- Manage the Distribution Tariff billing activities as directed by the Tariff Bill Code.
- Remit Distribution Tariff and service order revenue to Ponoka on a monthly basis.
 - The remittance date will be the due date of the retailer’s Distribution Tariff billing invoice.
 - Revenue for service order fees for services performed by EPC will be withheld from the remittance.
- Changes to the pricing of the distribution tariff:
 - 45 day advance notification is required to enable EPC to schedule the tariff pricing change and prepare the test environment of our billing system.
 - 30 day advance notification to confirm that the Ponoka Town Council has approved the tariff pricing changes
 - 30 day advance delivery of the council approved tariff pricing is required.
- Provide performance reporting metrics:
 - A monthly report which provides a summary of the Retailer invoices issued by EPC and the revenue remitted by EPC to Ponoka.
 - Quarterly delivery of the monthly performance results as provided to the AUC, directed by section 2.14 of the Tariff Bill Code.
 - Monthly reports will be provided by the 13th business day following the end of the month, quarterly reports will be provided by the 13th business day following the end of the quarter.

Ponoka Obligations and Responsibilities

- Provide a minimum of 90 days advance notification of distribution tariff pricing or rate structure changes to EPC.
- Provide a minimum of 30 day advance notification that the Ponoka Town Council has approved the rate structure and/or pricing changes.
- Provide a minimum of 30 day advance delivery of the council approved pricing changes.

Schedule 3 - Meter Data Management (MDM)

EPC will provide MDM services consisting of meter reading, meter data validation, data storage and data provisioning for cumulative electric meters and meter reading, data provisioning and field level validation for cumulative water meters for Ponoka.

Service Description

The MDM services provided by EPC include:

Cumulative Meter Reading

- Manage meter reading cycles, routes, and schedules.
 - EPC will provide notice to Ponoka of any cycle restructuring activities that alter the meter read dates greater than three (3) days from the current reading schedule.
- Attempt to read all cumulative electric and water meters according to the EPC meter reading schedule:
 - Meter reading will be completed by EPC staff directly, or through its contractor.
 - Meter reading is defined as two physical attempts during scheduled read routes for all electric meters, one attempt for water meters, in services or not.
 - Reset and seal demand registers as they are read. The meters must be easily accessible to the meter readers to allow the demand registers to be reset and sealed. If the meter is not easily accessible, demand registers may not be reset and sealed.
 - Record applicable “Skip Codes” whenever a meter cannot be read.
 - Record applicable “Trouble Codes” when required.
 - Receive and manually process customer provided meter readings for electricity and water meters.
- Wherever a remote meter reading device is present, the meter reader will read the remote device. If, for any reason, the meter remote device, the water meter head and the system of record are not in a consistent standard of measure and configuration EPC will not be responsible for the cost to correct such errors; Ponoka will be responsible for those costs.
- EPC will notify Ponoka of any discrepancy between the physical meter characteristics and the meter configurations received during the meter reading route download. EPC will not incur costs associated with the correction of meter configurations.
- Provide performance reporting metrics:
 - Meter reading statistics will be provided on a monthly basis, providing current and historical meter reading statistical data.
 - Provide a copy of the Bi-Monthly Cumulative Metering Data Collection Metric report that is submitted to the AESO in accordance with SSC.

Interval Meter Polling

- EPC will poll all interval meters located within Ponoka’s service area.
 - If EPC is unable to connect to the interval meter, EPC will notify Ponoka and will request Ponoka to engage their meter technician or meter communications service provider to investigate and correct the communication problem.
- Set up EPC systems and test communications for new interval meter installations in Ponoka’s service area.
- Provide performance reporting metrics:
 - Provide a copy of the Site Level Metric reports that are submitted to AESO in accordance with SSC.

Meter Data Validation and Storage

- Validate cumulative electric meter data utilizing EPC’s electronic validation application.
 - Validation standards will meet or exceed the requirements of the AESO or the AUC.
- Validate cumulative water meter data at the data point of entry.
- Store electric meter consumption data for a period of 24 months or the SSC minimum standard, whichever period is greater.

Meter Data Provisioning

- Provide electric meter reading and consumption data to the market participants in accordance with SSC.
- Provide water meter reading data to Ponoka's water billing agent in a format specified by EPC.
- Provide Ponoka with monthly Skip and Trouble Code reports.
 - It is expected that Ponoka will review these reports on a monthly basis and resolve meter access issues and correct problems identified on the Trouble Code reports.
- Provide performance reporting metrics:
 - Provide a copy of the performance diagnostic report as submitted to AESO in accordance with SSC.
 - A quarterly statement of compliance to the MDM activities described in the SSC.

Ponoka Obligations and Responsibilities

- Ensure that point of delivery (POD) data is provided to EPC by FortisAlberta Inc., or its successor, in a timely manner and in accordance with SSC standards.
- Receive; print, and complete off-cycle meter reading or service orders within SSC mandated timelines as requested by Retailers and or EPC.
- Receive and action "Trouble Reports" as provided by EPC:
 - The actions required to address the reported problems be attempted, if not resolved, within 15 days.
 - Ponoka's decision not to action the "Trouble Reports" will impact the meter reading success on attempt statistics. EPC, or its contractor, will not be held responsible for diminishing performance due to recurring meter issues that have not been addressed by Ponoka.
- Ponoka will ensure that all meters are located in an accessible area and can be read safely.
 - EPC will notify Ponoka of any meter locations deemed unsafe and will discontinue attempting reads at that site until such time as it can be read safely.
 - Should Ponoka not agree with the determination of an unsafe facility, Ponoka and EPC will attempt to resolve the issue during the quarterly review meeting or sooner if requested by either party.
 - If Ponoka and EPC cannot resolve the determination of an unsafe facility ENMAX Occupational Health and Safety will perform a safety audit of the facility in question and provide, if required, a recommendation for action. Should Ponoka not accept the results of the audit completed by ENMAX Occupational Health and Safety, a third party Occupational Health and Safety consultant will be retained to perform an independent investigation and provide a binding recommendation for resolution. Costs incurred from the third party consultant will be allocated as follows: Ponoka will bear the costs of the investigation if the facility in question is determined to be unsafe; if the facility is determined to be safe, EPC will bear the costs of the investigation. EPC will not be responsible to bear any of the costs of alterations required to make the facility in question safe.
- Ponoka will provide 10 days advance notice of a new interval meter installation to allow EPC ample time to set up the interval site in its systems and to perform communications testing.
- Ponoka agrees to work in partnership with EPC to ensure compatibility between any new meter reading systems and/or any new meters that are purchased. Ponoka further agrees to bear direct costs of modifications to EPC's meter reading and meter data management information systems and equipment where these modifications were clearly necessitated by the installation of new meter reading systems and/or new types of meters.
 - The parties will determine a mutually agreeable date and timeline to facilitate EPC system modifications and/or the purchase of additional equipment, as required.
- Ensure that Ponoka's Terms and Conditions for Retail Access Services provides for a charge for any Retailer-requested request off-cycle meter reading (ROR) transactions.
- Maintain a customer key inventory and allow EPC and/or its contractor access to the keys for the purpose of monthly meter reading.
 - Ponoka will follow up on Trouble Reports of keys not working and contact customers for a replacement key as required.
- Assist EPC in gaining access to "difficult to read" and high estimate sites by communicating directly with customers.

Schedule 4 – Meter Inventory Management

EPC will utilize a Meter Inventory Management system (MIM) to validate and store information on Ponoka's electric meters and equipment. The MIM system conforms to the Electricity and Gas Inspection Act and Regulations, and to the SSC. Ponoka will be provided access to MIM for the purpose of tracking and maintaining meter inventory, generating operating reports and service order activity.

Service Description

The services provided by EPC for MIM include:

- Storage of metering information within MIM for Ponoka's cumulative and interval meters and equipment.
- Provision of MIM system access to a maximum of two (2) workstations located at Ponoka's offices.
- Provision of site metering information to market participants as required under the SSC.
- Storage of meter inventory data will be in accordance with the Electricity and Gas Inspection Act; Electricity and Gas Inspection Regulations (SOR/86-131); as amended from time to time.
- Provide system upgrades and applicable training for upgrades for Ponoka's staff.

Ponoka Obligations and Responsibilities

- Ensure that the MIM system processes and procedures are followed for all activities that require input to the MIM system.
- Ensure the designated employees are fully trained in the EPC MIM system and that employees enter data correctly and within timelines specified by rules or obligations, as specified by applicable Government Agencies.

Schedule 5 – Site Administration and Service Order Management

EPC will perform site administration and service order management services for Ponoka electrical sites via EPC's WRAP system and will provide a service order call centre (SOC).

Service Description

The services provided by EPC for site administration and service order management include:

- Maintain the site identification catalogue.
- Publish the site identification catalogue enabling access by all market participants as directed by the SSC.
- Manage the site energize and de-energize transactions as initiated by a retailer as directed by the SSC.
- Process rate and other site administration component changes as identified by Ponoka. EPC will process any required site administration component corrections identified by retailers or by EPC during day to day operations.
 - Rate and other site administration component changes will be made on a 'go-forward' basis.
 - These changes refer to 'one-off' changes.
- Provide site administration support. Requests for assistance may be escalated to the ENMAX service desk.
- Provide a service order call centre for responding to site identification number requests from customers, contractors and Retailers as well as service order related requests from Retailers.
 - Service requests from Retailers will be invoiced on a monthly basis directly to the Retailer.
- Maintain a service order pricing table specific to the Ponoka for service order types currently designed by EPC.
- Provide a pricing table containing the current service order types, a brief explanation of the services the order type is intended to represent and the corresponding prices currently in use. This table will be provided as needed and is intended to assist with service order pricing changes.
- Performance reporting metrics:

- A quarterly Statement of Compliance to the SSC for the site administration activities related to the site ID catalogue and retailer enrollments and de-enrollments.
- Quarterly reports will be provided by the 13th business day following the end of the quarter.

Schedule 6 – Client Services (Retailer Support)

EPC will provide customer care in support of the Retailers operating in the Ponoka settlement zone and to those applying to operate in the Ponoka settlement zone.

Service Description

The services provided by EPC for Client Services (Retailer support) include:

- Provide support and relationship management services. Client Services is the first point of contact for the Retailer (with the exception of outage reporting) and will interact with all other areas of Regulated Market Services on their behalf.
- Manage the Retailer certification process.
- Manage and perform risk management activities.
 - When a Retailer is required to provide security for services under Ponoka’s Distribution Tariff EPC will be the sole beneficiary of the security.
 - If a Retailer defaults in making payments pursuant to Ponoka’s Distribution Tariff, Ponoka is solely responsible for and may take any legal action against the Retailer for any amount in default which exceeds the amount available pursuant to any security provided in accordance with Ponoka’s Distribution Tariff terms and conditions.
- Provide performance reporting metrics:
 - Notification of the initial prudential review and security assessment will be provided as new retailers are certified.
 - Retailer risk assessment reports will be provided on a monthly basis.
 - Monthly reports will be provided by the 13th business day following the end of the month.

Ponoka Obligations and Responsibilities

- Execute a Retail Access Services (RAS) agreement with all retailers that operate in the Ponoka settlement zone. Ponoka will provide a copy of the executed agreement to EPC.
 - The Retailer will not be allowed to enroll sites until Ponoka provides EPC with a copy of the executed RAS agreement.
 - The RAS agreement must include specific reference that EPC is Ponoka’s exclusive agent in all matters that pertain to prudential activities. In addition, the RAS agreement must include the conditional statement that Ponoka’s “Terms and Conditions may be revised from time to time”.
- Execute a Representation and Warrant document, as described in the AUC Rule 010; Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets. Ponoka will provide a copy of the executed document to EPC.
- Notify the applicable market participants of pending loss factor and Distribution Tariff changes. To assist Ponoka, EPC will provide a contact list for all of the retailers operating in the Ponoka settlement zone.
 - Changes to loss factors require a minimum of 90 days prior notification in accordance the SSC.
- Recovery of any funds defaulted by a retailer in excess of the security provided to EPC.
- Ponoka Distribution Tariff Terms and Conditions relating to Prudential Requirements, Billing and Default/Failure To Pay shall be the same as EPC’s Distribution Tariff Terms and Conditions.

Schedule 7 – Information Technology Support

EPC will provide to Ponoka on-line access to the EPC Meter Inventory Management (MIM) system via a web-enabled interface.

Service Description

The services provided by EPC for Information Systems Support include:

- MIM is supported from 7:00 a.m. to 5:00 p.m. weekdays by the ENMAX service desk.
- Computer maintenance will occur, whenever possible, at 5:00 p.m. weekdays or on weekends, an email notification of upcoming outages will be provided. Every effort will be made to provide advance notice of an emergency outage; due to the nature of an emergency outage, this may not occur.
- Five hours of telephone support, per month, per system, will be provided.
- Support time will be monitored by the ENMAX service desk logs. The five hours of telephone support, per month, per system, does not include support required to address a system “bug”.
- The Service Desk will target same day response (problem clarification) for calls received prior to 3:00 p.m.
- EPC will provide reasonable lead time to upgrade and implement new versions of application software and/or hardware as required by EPC.
- All upgrades to new versions of the MIM system will be scheduled by EPC in the best interests of all parties.
- Any changes to the MIM system will be at the sole discretion of EPC.

Ponoka Obligations and Responsibilities

- A standard requirement of application versions and hardware configuration must be met by Ponoka. This will be the minimum requirement necessary to use the MIM system. Ponoka is responsible for all costs of hardware and software upgrades except for upgrades to the MIM application, unless the MIM upgrade is to provide Ponoka specific functionality and is at the request of Ponoka.
- Hardware and Software Requirements:
 - IE 6 SP1 (minimum) with latest cumulative patch for security reasons strongly recommended.
 - The recommended system configuration to use Internet Explorer 6 Service Pack 1 (SP1) is Microsoft Windows 2000, Windows Millennium Edition (Windows Me), or Microsoft Windows NT® on a computer running with a Pentium III processor and 128 megabytes (MB) of RAM.
 - Adobe Acrobat Reader 5.0 or higher.
- Digital Certificates:
 - Digital certificates should not be installed on any PC outside of Ponoka offices.
 - Ponoka will notify EPC when user access is no longer required by specific individuals.
 - Ponoka administrator will remove certificates not required.
 - Ponoka administrator will notify EPC Client Services of requests for new certificates.
- EPC Information Technology Guidelines:
 - Ponoka agrees to meet EPC security standards and terms for acceptable usage. The Acceptable Use Policy is attached as Appendix B.