

TOWN OF CARDSTON

Bylaw 1649J

Schedule B-1

DISTRIBUTION TARIFF

Retailer Terms and Conditions

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

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INTRODUCTION

The Town of Cardston 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 Cardston 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 Cardston’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 Cardston 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 Cardston 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

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connected, either continuously or intermittently, to the Town's Electric Distribution System;

- (r) **"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;
- (s) **"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.
- (t) **"Distribution Tariff"** means a document prepared by the Town and approved by Municipal Council that sets out:
 - (i) Rate Schedules, and
 - (ii) Terms and Conditions;
- (u) **"Electricity"** has the meaning given to it by the EUA
- (v) **"Electric Distribution System"** has the meaning given to it by the EUA;
- (w) **"Electricity Services"** means services associated with providing electricity to a Person, including:
 - (i) the Exchange of Energy,
 - (ii) making financial arrangements to manage financial risk associated with the pool price,
 - (iii) Distribution Access Service,
 - (iv) System Access Service,
 - (v) ancillary services,
 - (vi) billing,

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- (vii) metering,
- (viii) performing Load Settlement, and
- (ix) any other services specified in the regulations made under Section 115 of the *EUA*;
- (x) **“Eligible Customer”** has the meaning given to it by the *EUA*;
- (y) **“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;
- (z) **“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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- (aa) **"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*.
- (bb) **"EUA"** means the *Electric Utilities Act*, (Alberta);
- (cc) **"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;
- (dd) **"Fee Schedule"** means the schedule approved by the Town as Schedule "A" attached to and forming part of these Terms and Conditions 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;
- (ee) **"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;
- (ff) **"Generating Unit"** has the meaning given to it by the *EUA*;
- (gg) **"IES or Interconnected Electric System"** has the meaning given to it by the *EUA*;

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- (hh) **“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;

- (ii) **“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).

- (jj) **“Invoice Date”** means the date as indicated on a Retailer’s invoice;

- (kk) **“ISO”** has the meaning given to it by the *EUA*;

- (ll) **“kVA”** means kilovolt ampere or kilovolt amperes;

- (mm) **“kW”** means kilowatt or kilowatts;

- (nn) **“kWh”** means kilowatt hour or kilowatt hours;

- (oo) **“Load”** means the Demand and Electricity delivered or required to be delivered to a Site;

- (pp) **“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;

- (qq) **“Load Settlement”** means the functions set out in the Settlement System Code, AUC Rule 021;

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

- (ss) **“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;

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- (tt) "**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);

- (uu) "**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;

- (vv) "**Micro-Generation Regulation**" means the *Micro-Generation Regulation* (Alberta);

- (ww) "**Micro-Generator**" means micro-generator as defined in the *Micro-Generation Regulation*;

- (xx) "**Minimum Contract Demand**" is the minimum kVA contracted for by the Customer;

- (yy) "**MSP**" means Meter Service Provider which is the entity responsible for installing, removing, repair and maintenance of meters;

- (zz) "**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;

- (aaa) "**Parties**" means the Town, Retailer, or any other Person taking any services, under these Terms and Conditions and "**Party**" means any one of them;

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

- (ccc) "**PFAM**" means Post Final Adjustment Mechanism as defined in AUC Rule 021;

- (ddd) "**POD**" means Point of Delivery which is the metered interconnection point between the transmission system and the distribution system;

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- (eee) **"Power Factor"** means the ratio of real or productive power measured in kilowatts (kW) to total or apparent power measured in kVA;
- (fff) **"Power Pool"** means the scheme operated by the ISO for:
- (i) Exchange of electric Energy, and
 - (ii) financial settlement for the Exchange of electric Energy;
- (ggg) **"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;
- (hhh) **"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;
- (iii) **"Rate Schedule"** means a schedule forming part of the Cardston Distribution Tariff that sets out the approved Rates and Charges;
- (jjj) **"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;
- (kkk) **"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;
- (III) **"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.
- (mmm) **"Retail Access Services Agreement"** means an agreement between the Town and a Retailer, which sets forth the terms upon which the Town provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule;
- (nnn) **"Retail Electricity Services"** has the meaning given to it by the EUA;

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- (ooo) **"Retailer"** has the meaning given to it by the EUA;
- (ppp) **"Retailer Party"** means a Retailer and its employees, directors, officers, agents, contractors and representatives;
- (qqq) **"Service Connection"** means the physical connections of the Town Facilities to the facilities of a Customer;
- (rrr) **"Settlement System Code" or "SSC"** means the Settlement System Code as established under the authority of the *EUA* and as amended from time to time;
- (sss) **"Settlement Zone"** means the collection of Sites that are jointly settled by a Load Settlement system;
- (ttt) **"Site"** means a unique end use service delivery point;
- (uuu) **"Site Identification Number"** means a unique identification number assigned to each Site;
- (vvv) **"System Access Service"** has the meaning given to it by the EUA; **"TBC"** means the Alberta Tariff Billing Code, AUC Rule 004;
- (www) **"Terms and Conditions" or "Terms and Conditions"** means these Terms and Conditions for any services, as amended from time to time;
- (xxx) **"Town"** means the Town of Cardston or a duly appointed wire service provider.
- (yyy) **"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;
- (zzz) **"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

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- (ii) the sum of the allocated hourly Electricity at the Site, plus their allocated losses.

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 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.

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3.3. Modification of Terms and Conditions

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

3.4. 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,

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200, 5604 50 Street
Cardston, 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.

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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.

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,

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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 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

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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.

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),

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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;
- (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

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(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.

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.

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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.

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

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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.

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.

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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 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.

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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.

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

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Customers to the Default Supplier in the case of a Retailer, and apply any security held by the Town before the service coverage period of the security expires. Notwithstanding action provided for or taken pursuant to the preceding sentence, the Town may take credit action against any Party with respect to an account on which payment is not made to the Town. The Town may assess the Party for any or all administrative and collection costs relating to the recovery by the Town of amounts owed.

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

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

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

8. RETAIL ACCESS SERVICES

8.1. Provision of Retail Access Services

These Terms and Conditions have been approved by the Town of Cardston 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 Cardston Distribution Tariff. Retail Access Services that support Alberta's competitive electric market include:

- (a) Load Settlement;
- (b) Meter Services;
- (c) Meter Data Management;

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- (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
- (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

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24-hour period immediately following the proposed De-Energization or if the Town 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 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 Distribution Tariff Schedule 1.

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

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only be installed upon Customer request. For an existing Site, where modifications are made to the infrastructure requiring Demand greater than 150 kVA, an interval Meter will only be installed upon Customer request. When interval metering is installed, the cost of the new interval Meter, installation and incremental meter reading, will be borne by the Customer. When the Customer changes at a Site, all Meters may be removed or modified at the sole discretion of the Town.

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

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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.

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 Distribution Tariff Schedule 1, 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

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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 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.

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

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.

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

A Site is identified by a unique Site Identification Number.

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

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

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Identification 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 Distribution Tariff Rate 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 Town Distribution Tariff Schedule 1. 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

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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. 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 Schedule 1. 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:

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(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

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).

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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.

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.

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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 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.

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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, 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.