

**MUNICIPALITY OF CROWSNEST PASS**

**BYLAW NO. 817, 2011**

**The Distribution Tariff By Law**

**A By-law of the Municipality of the Crowsnest Pass, in the Province of Alberta, relating to the Distribution Tariff Rate Schedules, Distribution Tariff Terms and Conditions, and Distribution Tariff Fee Schedule.**

**WHEREAS, under the authority of the Municipal Government Act being Chapter M-26, RSA 2000, current as of November 1, 2010, and any amendments thereto, a municipal council may pass Bylaws establishing and maintaining a electrical power system for public consumption.**

**WHEREAS, under the authority of the Electric Utilities Act-Statutes of Alberta, 2003, current as of November 1, 2010 and amendments thereto, grant the Municipality certain rights and powers concerning the ownership and use of electrical distribution systems.**

**THE COUNCIL OF THE MUNICIPALITY OF CROWSNEST PASS, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, in accordance with the power conferred on it by the Municipal Government Act, hereby enacts as follows:**

1. This By-Law may be cited as **The Distribution Tariff By Law** . Where the terms of this By-Law conflict with the provisions of any other By-Law of the Municipality of Crowsnest Pass, this By-Law shall prevail.

**Schedule “A”**

**Distribution Tariff - Rate Schedules**

**Schedule “B”**

**Distribution Tariff - Terms and Conditions**

**(Inclusive of Terms and Conditions of Retail Access Services)**

**Schedule “C”**

**Distribution Tariff –Fee Schedule**

**Schedule “D”**

**Retail Access Service Agreement**

**Schedule “E”**

**Historical Consumption Request Agreement**

**2. EFFECTIVE DATE**

- a) Bylaw No. 802, 2010 and any amendments thereto are hereby repealed.
- b) This bylaw shall come into force and take effective on January 1, 2011.

READ a first time this <sup>ll.</sup> Feb 15<sup>th</sup> day of February, 2011.

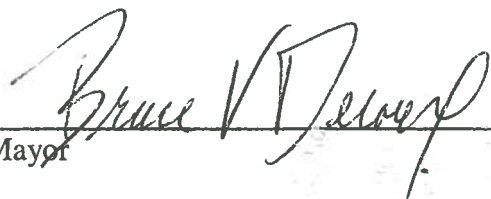
CARRIED

READ a second time this 15<sup>th</sup> day of February, 2011.

CARRIED

READ a third time and finally passed this 15<sup>th</sup> day of February, 2011.

CARRIED

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

**BYLAW No. 817-2011 – Schedule A**



# **MUNICIPALITY OF CROWSNEST PASS**

## **DISTRIBUTION TARIFF**

### **RATE SCHEDULES**

# MUNICIPALITY OF CROWSNEST PASS

## DISTRIBUTION TARIFF

<u>Rate Code</u>	<u>Rate Description</u>	<u>Page</u>
CRW1100	Residential Service	3
CRW4100	Small General Service	5
CRW6100	General Service	7
CRW3300	Streetlights	9

# Distribution Tariff Residential Service

## CRW 1100

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

## Eligibility

1. Electricity services used exclusively for domestic purposes in separate and permanently metered single-family dwelling units with each unit either separate or incorporated in a common building with other units;
2. Individually metered single dwelling unit with a maximum of 1,000 watts used in connection with small business;
3. Individually metered single motel rental unit, provided that the owner has contracted with the Municipality of Crowsnest Pass for service to each unit;
4. Individually metered private dwelling in a commercial travel trailer or mobile home park, provided that the Municipality of Crowsnest Pass bills the owner of the park if the occupancy is temporary;
5. Multi-residential buildings which are served through a single meter and which are currently billed on a residential rate;
6. Senior citizen apartment complexes served through a single meter; and
7. Travel trailer or mobile home parks served through a single meter where the owner of the park sub-meters each of the occupants of the park and charges the occupants of the park at rates no higher than the Municipality of Crowsnest Pass Residential CRW1100.

## Rate

### **Transmission:**

Service Charge:	.20938 \$ / day
System Usage Charge:	.005736 \$ / kWh

### **Distribution:**

Service and Facilities Charge:	.5845 \$ / day
System Usage Charge:	.02757 \$ / kWh

## **Terms and Conditions**

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

Service available as a single phase 2 or 3 wire service supplied at a standard voltage.

# Distribution Tariff

## Small General Service

### CRW 4100

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

### Eligibility

Within Municipality of Crowsnest Pass distribution limits for electricity services which are permanently metered and where the energy consumption is less than 5,000 kWh per month.

### Rate

#### **Transmission:**

Facilities Charge:	.06560 \$ / kW / day
System Usage Charge:	.0064 \$ / kWh

#### **Distribution:**

Service and Facilities Charge (kW): (first 2 kW of Demand)	.27343 \$ / kW / day
Service and Facilities Charge (kW): (additional kW of Demand)	.14357 \$ / kW / day
System Usage Charge: (first 200 kWh / kW of Demand)	.02331 \$ / kWh

Demand means the maximum amount of energy kW or kVA used at a given instance within a billing period. The kW Demand value (kVA metered demands converted using a factor of 1.1) for the billing period will be the highest of:

- The metered peak for the Current Billing Period
- The Demand ratchet
- The Minimum Contract Demand
- The Rate Minimum Demand of 2 kW

The Demand ratchet is defined as 85% of the highest metered peak established in the last 365 days ending with the end date of the current billing period, less 50 kW.

## **Terms and Conditions**

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

### **Other**

1. Metering to be at the available single phase or three phase Secondary Voltage, or as negotiated.
2. This rate is not applicable where the customer is using electrical generating equipment for other than emergency use.
3. Temporary Current Permit:
  - a) Installation shall be approved by the Electrical Inspectors of the Municipality of Crowsnest Pass for “temporary current permit” connection.
  - b) All Electricity Services shall be metered.
4. Temporary Construction/Service
  - a) The cost of construction and rental charges for transformers and equipment where deemed necessary, required for any temporary Electricity Services, whether single or three phase, or whether served from an overhead or underground source, shall be payable by the Customer in advance based on an estimate approved by the Chief Administrative Officer or his designate. Construction charges will include up and down labor and vehicle and equipment costs less salvage value.
  - b) A rental charge for Municipality of Crowsnest Pass -owned transformers and equipment will be payable by the Customer where deemed necessary.
  - c) Construction charges shall include labor, vehicle and equipment costs, for installation and removal, and material costs less salvage value.
  - d) Any damage occurring to Municipality of Crowsnest Pass equipment through misuse on the Customer’s part shall be charged to the said Customer and such costs will be recovered by with holding the amount from the Customer’s deposit.
5. Temporary Connection Service – Where applied-for Consumer Services are to be used for temporary purposes only, Municipality of Crowsnest Pass will require the Customer to pay in advance of the installation, Municipality of Crowsnest Pass’ total cost of installation and removal of the Facilities required for the temporary service, plus the cost of unsalvageable material.
6. Unmetered Customers – Unmetered customers will have their Distribution Demand charge (for the first 2 kW’s) reduced by \$0.05 per day.
7. Charges for other miscellaneous services provided by Municipality of Crowsnest Pass are applied as per the Consumer Services Fee Schedule.

# Distribution Tariff General Service

## CRW 6100

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

## Eligibility

Within Municipality of Crowsnest Pass distribution limits for electricity services where the energy consumption is greater than 5,000 kWh per month and a monthly peak demand of 500 kVA was not registered twice in the previous 12 months.

## Rate

### **Transmission:**

Facilities Charge:	.07885 \$ / kW / day
System Usage Charge:	.005477 \$ / kWh

### **Distribution**

Service and Facilities Charge (kW): (first 50 kW of Demand)	.22624 \$ / kW / day
Service and Facilities Charge (kW): (next 450 kW of Demand)	.16088 \$ / kW / day
Service and Facilities Charge (kW): (additional kW of Demand)	.1174 \$ / kW / day
System Usage Charge:	.00503 \$ / kWh

Demand means the maximum amount of energy kW or kVA used at a given instance within a billing period. The kW Demand value (kVA metered demands converted using a factor of 1.1) for the billing period will be the highest of:

- The metered peak for the Current Billing Period
- The Demand ratchet
- The Minimum Contract Demand
- The Rate Minimum Demand of 50 kW

The Demand ratchet is defined as 85% of the highest metered peak established in the last 365 days ending with the end date of the current billing period.

## **Terms and Conditions**

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

### **Other**

1. The minimum contract period is one year at the prevailing rates, which are subject to change during the contract period.
2. This rate is not applicable where the customer is using electrical generating equipment for other than emergency use.
3. Non-standard Residential Bulk-Metering

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

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

# Distribution Tariff Streetlights

## CRW 3300

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

## Eligibility

CRW3300 is available for standard street and highway lighting fixtures and includes maintenance of the luminaries only. Street lighting customers may choose this rate for new installations only.

## Rate

### **Transmission:**

System Usage Charge: .02378 \$ / kWh

### **Distribution:**

System Usage Charge: .084712 \$ / kWh

## Terms and Conditions

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

## **Maintenance**

CRW 3300 covers routine luminaire maintenance including replacement of failed lamps, damaged glassware and reflectors; repair or replacement of defective ballasts and controls; lamp cleaning; and scheduled system inspections.

**BYLAW No. 817-2011 – Schedule B**



# **MUNICIPALITY OF CROWSNEST PASS**

## **DISTRIBUTION TARIFF**

### **Terms and Conditions**

**Effective January 1, 2011**

**Municipality of Crowsnest Pass  
Distribution Tariff  
Terms and Conditions**

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**PART A: GENERAL**

**1.0 DEFINITIONS**

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

- (a) **“Billing Demand”** means the demand as defined in the Municipality’s Distribution Tariff Rate Schedule;
- (b) **“Board”** means the Alberta Energy and Utilities Board;
- (c) **“Business Day”** means any day other than a Saturday, Sunday or a Statutory holiday in the Province of Alberta;
- (d) **“Connected Load”** means in relation to a Site, the sum of the capacities or ratings of the Energy consuming apparatus connected to Municipality of Crowsnest Pass’ Electric Distribution System at the Site;
- (e) **“Connection Services”** means services provided by Municipality of Crowsnest Pass to Customers, which will allow for the transport of Energy to the Customer’s facilities and includes, without limitation, Meter services, Meter data management and other related services as offered by the Municipality from time to time, as set out in these Terms and Conditions;
- (f) **“Customer”** means a Person purchasing electricity for the Person’s own use , a Transmission Connected Customer, a Distributed Generator, or a Developer, as context requires;
- (g) **“De-energize” or “De-energization”** means the De-energization of metering or electrical equipment to the Electric Distribution System that prevents Energy from flowing to the Site;
- (h) **“Default Supplier”** means a Retailer appointed as a “default supplier” by an owner under the *EUA*;
- (i) **“Demand”** means the rate at which Electric Energy is delivered to or by a system (expressed in kilowatts or kilovolt amperes) at a given instant or average over any designated period of time;

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- (j) **“Developer”** means a Person or a Person on behalf of another Person, who is developing the land or structure, or both on which the electrical facilities are being installed;
- (k) **“Distributed Generation”** means a generating unit that is interconnected with an Electric Distribution System;
- (l) **“Distributed Generator”** means a Person who delivers Energy to the Municipality’s Facilities as set out in these Terms and Conditions;
- (m) **“Distributed Generation Interconnection Services”** means services provided by the Municipality which will allow for the Distributed Generator’s delivery of Energy to the Municipality’s Facilities as set out in these Terms and Conditions;
- (n) **“Distribution Access Service”** means the service required to transport electricity by means of an Electric Distribution System
  - (i) to Customers; or
  - (ii) from a Distributed Generator to the Interconnected Electric System,and includes any services the owner of the Electric Distribution System is required to provide under the *EUA* or the regulations, but does not include the provision of Electricity Services to eligible Customers under a Regulated Rate Tariff;
- (o) **“Distribution Tariff”** means a document that sets out:
  - (i) rates; and
  - (ii) terms and conditions;
- (p) **“EIP”** means Enrollment and Information Provision system;
- (q) **“Electric Distribution System”** means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility;
- (r) **“Electricity Services”** means the services associated with providing electricity to a Person, including the following:
  - (i) the Exchange of electric Energy;
  - (ii) making financial arrangements to manage financial risk associated with the pool price;

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- (iii) Distribution Access Service;
  - (iv) System Access Service;
  - (v) ancillary services;
  - (vi) billing;
  - (vii) metering;
  - (viii) performing Load Settlement;
  - (ix) any other services specified in the regulations made by the Minister under Section 115 of the *EUA*;
- (s) **“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 such scarce fuel;
  - (iii) a condition that requires implementation of Emergency Operations System as defined in the ISO’s Operating Policy and Procedures; or
  - (iv) any other condition or situation that the Municipality or the ISO deems imminently likely to endanger life or property or to affect or impair the Municipality’s Electric Distribution System or the electrical systems of others to which the Municipality’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 Municipality’s Electric Distribution System, Facilities, transmission and/or distribution circuits, System Controller minimum generation ("light Load") conditions, or unusual operating conditions on either the Municipality’s Electric Distribution System, Facilities, transmission or distribution circuits or on those of an indirectly connected electrical system, or conditions such that the Municipality is unable to deliver Energy for a Customer or Retailer without jeopardizing the Municipality’s Distribution System, Facilities, transmission or distribution circuits or those of an indirectly connected electrical system;

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- (t) **“Energize” or “Energization”** means the connection of metering or electrical equipment to the Electric Distribution System that permits Energy to flow to the Site and includes any derivation of this word, as the context requires;
- (u) **“Energy”** means the capability of electricity to do work, measured in kilowatt hours;
- (v) **“ENMAX”** means ENMAX Corporation;
- (w) **“EPC”** means ENMAX Power Corporation and includes a Person, if any, authorized to act on its behalf under the EUA;
- (x) **“Exchange”** means to provide electric Energy to or receive electric Energy from the Interconnected Electric System;
- (y) **“EUA”** means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, including the regulations enacted there under, as re-enacted, amended, supplemented or replaced from time to time;
- (z) **“Facilities”** means the Municipality’s physical facilities including, without limitation, transmission and distribution lines, wires, transformers, Meters, Meter reading devices, Load Limiting Devices and other electrical apparatus;
- (aa) **“Fee Schedule”** means the schedule approved by the Municipality that sets out the charges for the provision of Connection Services, Distributed Generation Interconnection Services, or Retail Access Services, as the case may be, as amended from time to time;
- (bb) **“Force Majeure”** means acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, 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 distribution systems’ capacity, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Municipality, provided that in no event shall the lack of finances or inability to perform due to financial condition constitute Force Majeure;

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- (cc) **"Independent System Operator" or "ISO" or "AESO"** means the corporation established by the *EUA* and carrying out the function of "Alberta Electric System Operator";
- (dd) **"Interconnected Electric System" or "IES"** means all transmission facilities and all Electric Distribution Systems in Alberta that are interconnected, but does not include an Electric Distribution System or a transmission facility within the service area of the City of Medicine Hat or a subsidiary of the City, unless the City passes a bylaw that is approved by the Lieutenant Governor in Council under Section 138 of the *EUA*;
- (ee) **"Interconnection Agreement"** means the agreement between the Municipality and a Distributed Generator, which sets the terms upon which the Municipality provides Distributed Generation Interconnection Services to the Distributed Generator and the associated Rate Schedule and Fee Schedule;
- (ff) **"Invoice Date"** means the Invoice Date as indicated on a Retailer's invoice.
- (gg) **"Islanded Operation"** a condition in which a portion of the Municipality's Facilities is electrically separated from the rest of the Municipality's Facilities and is Energized by one or more Distributed Generators;
- (hh) **"kVA"** means kilovolt ampere or kilovolt amperes;
- (ii) **"kW"** means kilowatt or kilowatts;
- (jj) **"kWh"** means kilowatt hour or kilowatt hours;
- (kk) **"Load"** means the Demand and Energy delivered or required to be delivered to a Site;
- (ll) **"Load Limiting Device"** means a device that limits or reduces the electric current provided to the Customer;
- (mm) **"Load Settlement"** means the functions set out in the Settlement System Code;
- (nn) **"LSA"** means Load Settlement Agent, which is the entity conducting Load Settlement calculations for a particular Load Settlement zone;
- (oo) **"Meter Data Manager" or "MDM"** is the entity responsible for collecting metering data, correcting and validating interval metering data, storing historic data, and reporting Load and consumption data and corresponding time periods;

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- (pp) **"Meter"** is the apparatus and associated equipment, which measure active Energy or reactive Energy or both, as approved by Measurement Canada;
- (qq) **"Minimum Contract Demand"** means the Demand for a Site established in a contract between the Municipality and the Customer;
- (rr) **"Municipality"** means the Municipality of Crowsnest Pass or a duly appointed Wire Service Provider acting on behalf of the Municipality as Wire Owner.
- (ss) **"Operating Procedures"** means a schedule in the Interconnection Agreement which describes the procedures for the operation of both the Distributed Generator's facilities and the Municipality's Facilities relating to the interconnection, which may be revised from time to time by the Municipality upon written notice to the Distributed Generator;
- (tt) **"Parties"** means the Municipality, the Customer, Retailer, or any other Person taking services, including Distribution Access Service, under the Municipality's Distribution Tariff and these Terms and Conditions and **"Party"** means any one of them.
- (uu) **"Person"** means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;
- (vv) **"Point of Delivery" or "POD"** is the measured interconnection point between the transmission system and the distribution system;
- (ww) **"Point of Common Coupling" or "PCC"** means the point at which the Municipality's Facilities are connected to the Distributed Generator's facilities or conductors, and where any transfer of electric Energy between the Distributed Generator Owner and the Municipality takes place;
- (xx) **"Post Final Adjustment Mechanism" or "PFAM"** means the process that market participants must follow when final settlement data is being disputed and the market participants are requesting financial adjustments be made as a result of the dispute;
- (yy) **"Power Pool"** means the process defined by the Independent System Operator for
- (i) Exchange of electric Energy, and
  - (ii) financial settlement for the Exchange of electric Energy;

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- (zz) "**Rate Schedule**" means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers or Distributed Generators for the provision of Distributed Generation Interconnection Services, or Retail Access Services, as amended from time to time;
- (aaa) "**Re-energize**" or "**Re-energization**" means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to a Site.
- (bbb) "**Regulated Rate Provider**" 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;
- (ccc) "**Regulated Rate Tariff**" or "**RRT**" means a tariff which provides for a transition rate or a flow-through rate and applies to any Customer whose expected annual consumption of electric Energy at a Site is less than 250 megawatt hours of electric Energy, residential rate classification Customers, farm rate classification Customers or irrigation rate classification, as set out in the *Regulated Default Supply Regulation*;
- (ddd) "**Retail Access Services**" means the services provided by the Municipality to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service, Meter data management, Load Settlement, and Meter services and other related services as offered by the Municipality from time to time;
- (eee) "**Retail Access Services Agreement**" means an agreement between the Municipality and a Retailer, which sets forth the terms upon which the Municipality provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule;
- (fff) "**Retail Electricity Services**" means Electricity Services provided directly to a Customer but does not include Electricity Services provided to eligible Customers under an RRT;
- (ggg) "**Retailer**" means a Person who sells or provides Electricity Services, including a Regulated Rate Provider and Default Supplier;
- (hhh) "**Retailer of Record**" means the single entity, either the Retailer or the Regulator Rate Provider that the Load Settlement system recognizes as providing service to a given Site for a given day;

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- (iii) "**Service Connection**" means the physical connections of the Municipality Facilities to the facilities of the Customer and includes end use connections;
- (jjj) "**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;
- (kkk) "**Settlement Zone**" means the collection of Sites that are jointly settled by a Load Settlement system and over which UFE is calculated and allocated;
- (III) "**Site**" means a unique end use service delivery point. This is the finest level at which settlement recognizes Retailer assignments and receives consumption data;
- (mmm) "**System Access Service**" means the service obtained by market participants through a connection to the transmission system, and includes access to Exchange electric Energy and ancillary services;
- (nnn) "**Tariff Billing Code**" or "**TBC**" means the Alberta Tariff Billing Code, EUB Directive 012;
- (ooo) "**Terms and Conditions**" means these Terms and Conditions for services, including Distribution Access Service, as amended from time to time;
- (ppp) "**Unaccounted for Energy**" or "**UFE**" means the difference between (a) the Electric System Distribution total Load for the hour and (b) the sum of the allocated hourly Loads at the Customer Meters, plus their allocated losses;

**2.0 INTERPRETATION**

**2.1 Conflicts**

If there is any conflict or ambiguity between a provision expressly set out in a Retail Access Services Agreement, an Interconnection Agreement, Rate Schedule and these 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.

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**3.0 GENERAL PROVISIONS**

**3.1 Approval**

These Terms and Conditions form part of the Municipality's Distribution Tariff and have been approved by the Municipal Council.

**3.2 Acceptance of Terms and Conditions**

The taking of services, including Distribution Access Service by the Customer or Retailer under these Terms and Conditions constitutes acceptance by the Customer or Retailer of these Terms and Conditions and assumption of all obligations set forth herein with respect to that service.

**3.3 Modification of Terms and Conditions**

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

**3.4 Collection of Taxes**

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

**3.5 Payment of Invoice**

All fees, rates and charges required to be paid under these Terms and Conditions shall be paid upon receipt of an invoice for the fees, rates and charges. The invoice may be issued by a Retailer on behalf of the Municipality or directly by the Municipality. Transactional charges include one-time charges as defined by the TBC. Customers or Retailers shall be invoiced for services according to the fees set out in the Fee Schedule and invoiced as set out in the Terms and Conditions.

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

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

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Late payment penalties, at a rate established by the Municipality from time to time and specified in the invoice, will be applicable to the total current charges outstanding, no less than twenty five (25) days following the Invoice Date. Parties who fail to make payments on time will also be subject to normal credit action, which may include, but is not limited to:

- reminder letters;
- notification by telephone;
- use of collection agencies;
- requiring prepayment before additional service;
- withholding of additional service; and
- legal action.

**3.6 Underpayments**

Underpayments of any amount are treated as normal receivables outstanding.

**3.7 Returned Payment Fee**

The Municipality may assess a returned payment fee, as outlined in the Fee Schedule, to any Party whose payment to the Municipality is dishonored by any bank when presented for payment by the Municipality. Receipt by the Municipality of a payment instrument that is subsequently dishonored shall not be considered valid payment.

**3.8 Credit and Prepayment**

Subject to Section 16.1.2 of these Terms and Conditions, prior to the Municipality entering into any agreement which provides credit to a Party, the Party must satisfy the Municipality that the Party is capable of meeting its obligations by satisfying either credit or security requirements as follows:

Credit

Those seeking service will be asked to provide information that may reasonably be deemed necessary to establish and monitor the Person's ability to pay.

Security

Services may be obtained by providing and maintaining security in one of the following ways (in the Municipality's sole discretion):

- obtaining a guarantee of payment from a guarantor who satisfies the Municipality's credit requirements;

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- providing an irrevocable letter of credit from a Canadian chartered bank or equivalent lending institution satisfactory to the Municipality; or
- providing a cash deposit.

Service on credit may be withheld if the Party's account for previous service provided by the Municipality is past due.

Those who are not extended credit are required to prepay for services.

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

**3.9 Customer Facilities**

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

**3.10 Service Calls**

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

**3.11 Law**

These Terms and Conditions, the Retail Access Services Agreement and any Interconnection Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of laws. Any lawsuit arising in connection with these Terms and Conditions, the Retail Access Services Agreement or an Interconnection Agreement shall be brought in the courts of the Province of Alberta.

**3.12 Notices**

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions, a Retail Access Services Agreement or an Interconnection Agreement shall be in writing and shall be personally delivered, mailed or delivered by facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

- if to the Customer, the address and the addressee on record with the Municipality;

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- if to the Retailer, the address and the addressee set out in the Retail Access Services Agreement between the Retailer and the Municipality;
- if to the Distributed Generator, the last address and the addressee on record with the Municipality;
- if to the Municipality:  
Municipality of Crowsnest Pass  
P.O. Box 600  
Crowsnest Pass, Alberta  
T0K 0E0

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 of these Terms and Conditions. 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 fourth (4<sup>th</sup>) Business Day after mailing; when hand delivered, at the time of delivery where proof of delivery date is provided.

**3.13 Default Supplier**

The Municipality has appointed ENMAX Energy Corporation as its Default Supplier under Section 3(1) of the Roles, Relationships and Responsibilities Regulation made under the *EUA*. The Default Supplier must provide Retail Electricity Services to a Customer that is not an eligible Customer in the following circumstances:

- The Customer is unable to continue to purchase Retail Electricity Services from the Customer's Retailer for any reason;
- The Customer is unable to obtain Retail Electricity Services for any reason.

**4.0 CONNECTIONS**

**4.1 Interruptions**

The Municipality may discontinue or otherwise curtail, interrupt or reduce Connection Services, Distributed Generation Interconnection Services whenever the Municipality reasonably determines, or when the Municipality is directed by the ISO, that such a discontinuation, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Municipality's Facilities; to maintain the safety and reliability of the Municipality's Electric Distribution System; or due to any other reason, including Emergencies, forced outages, potential overloading of the Municipality's Electric Distribution System or Force Majeure.

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**4.2 ISO System Control Requirements**

The Customer or Retailer acknowledge and agree that the Municipality is bound by all ISO operating instructions, policies and procedures as are set forth in the ISO Rules and ISO Code of Conduct, as may be revised from time to time, which are needed to maintain the integrity of the Alberta IES. The Customer and Retailer acknowledge and agree that they will cooperate with the Municipality so that the Municipality will be in compliance with all ISO Operations Procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation, Emergencies, and measures requiring involuntary Customer and Retailer participation, such as supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

**4.3 Compliance With Governmental Directives**

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

**5.0 LIABILITY AND INDEMNIFICATION**

**5.1 Definitions**

In this Section:

- "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;
- "Customer information" has the meaning given to it in the Code of Conduct Regulation made under the EUA, S.A. 2003, c. E-5.1.

**5.2 Limitation of Liability**

The Municipality does not guarantee or promise uninterrupted service. Except for direct loss or damage caused by the negligence or willful misconduct of the Municipality or breach of the Terms and Conditions by the Municipality, the Municipality 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 Municipality of Electricity Services, Distribution Access Service, or any failure, estimated data errors, defect, fluctuation, reduction, De-energization, suspension, curtailment or interruption in the provision of Electricity Services and Distribution Access Service

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**5.3 Consequential Damages**

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

**5.4 Municipality Not Liable for Retailer**

The Municipality provides Electricity Services under these Terms and Conditions. The Municipality also provides Retail Access Service to Retailers under these Terms and Conditions, and provides Connection Services, Transmission Connected Services and Distributed Generation Interconnection Services to Customers under these Terms and Conditions. Retailers and Customers may enter into an arrangement or agreement for the provision of services beyond those that the Municipality provides under these Terms and Conditions. The Municipality 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:

- The Municipality's conduct in compliance with, or as permitted or required by:
  - the Municipality's Terms and Conditions;
  - a Retail Access Services Agreement;
  - any legal or regulatory requirements related to Distribution Access Service;
  - any failure of a Retailer to comply with the Municipality's Terms and Conditions or a Retail Access Services Agreement;
- the presence, installation, use or equipment installed by or on behalf of a Retailer;
- any action taken by or on behalf of a Retailer;
- 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;
- any acts, omissions or representations made or done by a Retailer in connection with soliciting Customers for Retail Access Services; or
- the disclosure of "Customer information" by a Retailer.

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**5.5 Indemnity**

Customers and/or Retailers shall indemnify and hold harmless, and at the option of the Municipality, defend the Municipality 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 Municipality 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 Municipality's Distribution Tariff, a Distributed Generation Interconnection Agreement, or under any other arrangement or agreement with the Municipality, 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 Municipality, defend the Municipality 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 Municipality by any Person, which arise from, result from, or are in any way connected with:

- Islanded Operation of the Customer's facilities;
- the failure of the Customer's facility to detect and clear an electrical fault that occurs on the Municipality's Facilities;
- the failure of the Customer's, facilities to shut down after De-energization from the Municipality's Facilities and before the automatic reclosing of the Municipality's switching devices;
- the routine presence in or use of Energy over the wires, cables, devices or other Facilities owned or controlled by the Customer;
- the failure of the Customer to perform any of their respective duties or obligations as set out in these Terms and Conditions; or
- the Customer's improper use of Energy or electric wires, cables, devices or other facilities.

**5.6 Interruption**

The Municipality 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

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or reduce Electricity Services or any other service provided under these Terms and Conditions when:

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

The Municipality will give Customers as much notice of a De-energization, curtailment or interruption or reduction in Distribution Access Service as is practicable, 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 Municipality 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 De-energization, curtailment or interruption or reduction in Electricity Services or any other service provided under these Terms and Conditions; or
- the sufficiency or lack of notice given by the Municipality of a De-energization, curtailment or interruption or reduction in Electricity Services or any other service provided under these Terms and Conditions.

**5.7 Force Majeure**

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

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

**6.0 DISPUTE RESOLUTION**

**6.1 Arbitration Procedure**

Unless otherwise specified herein, disputes arising between the Parties shall be determined by arbitration. With respect to any matters not specifically set out in these Terms and Conditions, the provisions of the *Arbitration Act* (Alberta) shall apply.

**6.1.1 Decisions Binding**

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

**6.2 Resolution by the Municipality and Customer or Retailer**

Unless otherwise specified herein, any dispute arising between the Municipality and a Customer or Retailer in connection with these Terms and Conditions shall be resolved as set out in these Terms and Conditions. The Municipality and the Customer or Retailer, acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an amicable manner. The Municipality, a Customer or Retailer may provide written notice of its desire to have the dispute resolved. Within ten (10) days of such notice being provided, the Chief Administrative Officer of the Municipality and the Customer or Retailer shall meet to attempt to resolve the dispute.

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

**6.3 Resolution by Arbitration**

If a dispute has not been resolved under Section 6.2 of these Terms and Conditions within ten (10) days after notice, from the Municipality, 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 of these Terms and Conditions.

**6.4 Arbitration Procedure**

**6.4.1 Arbitrators**

Whenever any arbitration is permitted or required under these Terms and Conditions to resolve a dispute between the Parties, arbitration proceedings shall be commenced by a Party desiring arbitration (the "Initiating Party") giving notice to the other Party (the

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"Responding Party") specifying the matter to be arbitrated and requesting an arbitration thereof. The Initiating Party shall within five days thereafter, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within five days after receiving notice from the Initiating Party, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two arbitrators so appointed shall thereupon meet and select a third arbitrator (the "Chairman") acceptable to both. If the Responding Party fails to appoint an arbitrator within the time limit and deliver notice of the appointment to the Initiating Party, then the Initiating Party shall be entitled to appoint an arbitrator on behalf of the Responding Party and is hereby appointed the agent of the Responding Party for that purpose. In the event that the two arbitrators so appointed are unable to agree upon the Chairman within ten (10) days of the appointment of the arbitrator for the Responding Party, then the Initiating Party shall be entitled to make application to the Court of Queen's Bench of Alberta pursuant to the *Arbitration Act* (Alberta), as amended from time to time, for selection of the Chairman, and the provisions of the *Arbitration Act* (Alberta) shall govern such selection.

**6.4.2 Failure to Concur**

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

**6.4.3 Decision**

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

**6.4.4 Late Decision**

If an arbitration decision is not made within the time herein provided, then until it is so made and unless the other Party has taken any of the actions referred to in this paragraph, a Party, upon thirty (30) days notice to the other Party and to the arbitrators, may: (i) cancel the appointment of the arbitrator previously made and initiate new arbitration proceedings by a new notice to the other Party pursuant to these Terms and Conditions; or (ii) cancel such arbitration proceedings and proceed in the courts as though Section 6.0 of these Terms and Conditions did not exist.

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**6.4.5 Technical Competence**

Any arbitrator appointed under the provisions of Section 6.0 of these Terms and Conditions, whether by concurrence of the Parties, by either Party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta, shall, in the reasonable opinion of the Person or Persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

**6.4.6 Application of the Arbitration Act (Alberta)**

Except as herein modified, the provisions of the *Arbitration Act* (Alberta), as amended re-enacted or replaced from time to time, shall apply to any arbitration proceeding.

**6.5 Continuity of Service**

All performance required under these Terms and Conditions and payment therefore shall continue during the dispute resolution proceedings contemplated by these Terms and Conditions. However, in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the Party required to make the payment or reimbursement on the amount thereof at the rate to be determined in the arbitration proceeding, from the date so determined, until paid.

**7.0 MISCELLANEOUS**

**7.1 Compliance with Applicable Legal Authorities**

The Municipality 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 Municipality 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 services, including Distribution Access Service. The Municipality's obligation to provide service under these Terms and Conditions is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

**7.2 No Waiver**

The failure of any Party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions, or a Retail Access Services Agreement, or an Interconnection Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the

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relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions, a Retail Access Services Agreement or an Interconnection Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

**7.3 No Assignment**

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

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

The Municipality may not assign any of its rights or obligations under these Terms and Conditions without obtaining any necessary regulatory approvals. No assignment shall relieve the assigning Party of any of its obligations under these Terms and Condition, 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.

Notwithstanding the foregoing, the Municipality 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 succeeding to all or substantially all of the assets of the Municipality, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

**8.0 DEFAULT**

**8.1 Event of Default**

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

- it is the subject of a bankruptcy, insolvency or similar proceeding;
- it makes an assignment for the benefit of its creditors;
- it 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;
- violates any code, regulation or statute applicable to the supply of Energy; or

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- fails to pay the other Party ("Non-Defaulting Party"), when payment is due, or to satisfy any other obligation or requirement under the Municipality's Distribution Tariff or the Interconnection Agreement, and fails to remedy any such failure or delinquency within three (3) Business Days after receipt of written notice thereof from the Non-Defaulting Party.

**8.2 Rights Upon Default**

In an event of default, the Non-Defaulting Party shall be entitled to pursue any and all available legal and equitable remedies and terminate the Retail Access Services Agreement or Interconnection Agreement without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements.

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

If a Party fails to provide or maintain adequate security upon the Municipality's request, the Municipality 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 Municipality's estimation, creditworthy, the Municipality will demand alternative security and, if not provided, may immediately suspend the provision of further services to the Party until the Municipality 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 Municipality.

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**PART B: RETAIL ACCESS SERVICES**

**9.0 RETAIL ACCESS SERVICES**

**9.1 Provision of Retail Access Services**

The Municipality will offer Retail Access Services to Retailers who have demonstrated eligibility under the Municipality's Eligibility Requirements set out in Section 16.0 of these Terms and Conditions. The Municipality will provide Retail Access Services for the Retailer, upon and subject to the terms and conditions set out in these Terms and Conditions.

**9.2 Initiation of Distribution Access Service**

To initiate Distribution Access Service in respect of a Customer, the Retailer shall submit an enrollment request for Customer, as set out in these Terms and Conditions. The Retailer shall not request enrollment until all applicable rescission periods have elapsed.

If the information on the enrollment request and other information required by the Municipality are complete and correct, the Municipality shall process the request for enrollment as set out in these Terms and Conditions. Once the Municipality completes the processing of the enrollment request, the Retailer shall become the Retailer of Record for that particular Customer.

**9.3 Reasonable Efforts**

The Municipality shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction of Distribution Access Service to the extent reasonably practicable under the circumstances, to provide the Retailer with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume Distribution Access Service as promptly as reasonably practicable.

**9.4 De-Energization**

**9.4.1 De-Energization of a Site**

The Municipality may De-energize a Site, and thereby discontinue Distribution Access Service in respect of a Customer, as set out in the provisions set forth in these Terms and Conditions.

**9.4.2 De-Energization at Request of Retailer**

The Municipality will De-energize a Site and discontinue Distribution Access Service in respect of a Customer, either temporarily or permanently where the Retailer requests on

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behalf of the Customer, physical disconnection of the service by submitting a request notice to the Municipality.

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

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

**9.5 Fees**

The Municipality will charge fees to Retailers for services described in Section 9.0 of these Terms and Conditions as set out in the approved Distribution Tariff Fee Schedule.

**10.0 ARRANGEMENT FOR SYSTEM ACCESS SERVICES**

The Municipality shall obtain from the Independent System Operator (ISO), the System Access Services that the Municipality 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 Municipality to the Independent System Operator (ISO).

**11.0 METERING EQUIPMENT**

The Municipality provides all Meter Services within its service area. The Municipality will only install Measurement Canada approved metering equipment.

**11.1 Provision of Meters**

The Municipality 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 required. The Municipality considers both an electronic Demand Meter and a thermal Demand Meter as appropriate apparatus for recording Distribution Tariff Billing Demands.

**11.2 Provision of Interval Meters**

A Site that registers over 150 kVA at least twice in the previous 365 days may require interval Meter services. Once an interval Meter has been installed, it will not be removed unless the Site is permanently De-energized. For new Customers moving into an existing Site, the Municipality will make an estimate of Site Demand, and if the estimate is greater than 150 kVA, an interval Meter may be installed. For new Sites, an interval Meter will be installed at all new Sites with a planned installed capacity of 200 kVA or greater. For an existing Site, where modifications are made to the infrastructure

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requiring Demand greater than 150 kVA, an interval Meter will be installed. In these cases, the costs of the new interval Meter, including installation, will be borne by the Municipality. When the Customer changes at a Site, all Meters may be removed or modified at the sole discretion of the Municipality.

**11.3 Unmetered Sites**

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

**11.4 Changes to Metering Equipment**

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

**11.5 Meter Upgrade and Non-standard Meters**

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

**11.6 Hard to Access/Safety Concerns**

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

- If the Municipality staff are prevented from meeting obligations as dictated by Measurement Canada regulations at locations that are inaccessible; or
- In the judgment of the Municipality, there is an apparent and enduring safety concern present;

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

If unable to make contact and arrangements, the Municipality will De-energize the Site as set out in these Terms and Conditions and will not Re-energize the Site until access

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has been obtained. The Customer shall bear the cost of the Re-energization as set out in the Fee Schedule.

**12.0 METER DATA MANAGEMENT (MDM)**

**12.1 Responsibilities:**

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

**12.2 Historical Data Request (Interval and Cumulative)**

- Any historical data request by any Person requesting the historical Meter data shall have the authorization (written consent) by the Customer.
- The MDM shall charge for any historical data request (interval and cumulative), including, any special reports and graphs as outlined in the Fee Schedule.
- Any Person requesting the historical metering data from the Municipality shall complete the Municipality's "Authorization to Release Electricity Load Data" form in its entirety.
- The Customer's Retailer shall be responsible for having all necessary and appropriate contractual or other arrangements consistent with applicable statutes and regulations and these Terms and Conditions.

**12.3 Data Validation, Estimation and Editing**

- The MDM performs validation, estimation and editing as outlined in the Settlement System Code (SSC) to produce the settlement ready data for the Load Settlement Agent (LSA) and Retailers.
- If requested by the Customer's Retailer, the Municipality will provide the description of the method used to estimate the Energy used by the Customer.

**12.4 Meter Reading Disputes**

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

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

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The Municipality will make a reasonable attempt to read any Meter at the request of the Retailer subject to the charges set out in the Fee Schedule.

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

**12.5 Hard to Access Sites**

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

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

If unable to make contact and arrangements, the Municipality 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.

**13.0 LOAD SETTLEMENT SERVICES**

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

**13.1 Reporting/Posting Information**

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

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

**13.2 Fee for Service**

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

**14.0 ENROLLMENT**

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

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Retailers must use the mandated enrollment process described in the Settlement System Code (SSC) or may alternately utilize the Enrollment Information Provision (EIP) on the Municipality's website to communicate enrollment of a Site.

A Site is identified by a unique Site ID number.

Site ID information is available on the Municipality's website. A Site must be enrolled with a Retailer before Energy can flow.

**14.1 Retail Access Services Responsibilities**

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

As an owner of an Electric Distribution System, the Municipality's responsibilities are as follows:

- Load Settlement Agent ("LSA");
- Meter Service Provider ("MSP");
- Meter Data Manager ("MDM");
- Issue Invoices to Retailers for Distribution Services and other Transactions;
- Maintain a Site catalogue and Site information for all Sites that are included in Load Settlement;
- Process, in accordance with the Settlement System Code (SSC), all enrollment requests that are received, irrespective of the identity of the Retailer submitting the request, and under the assumption that the Retailer has permission from the Customer to enroll the Site;
- Maintain Customer information as it is supplied by the Retailer; and
- In the event of a Retailer failure or default, the Municipality will forward Site and Customer information for affected Customers to the Default Supplier.

The Municipality may have engaged a wire service provider to carry out a portion of its responsibilities as a wire owner.

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

**14.2 Retailer Responsibilities**

Retailers must:

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- Ensure that they have all requisite authorizations before initiating any related transaction;
- Use the unique Site identifier as the primary means of communicating changes to Site status;
- Provide the Municipality with up-to-date basic Customer information (including emergency contact, account name, addresses and phone numbers) for all Sites that they service; and
- Be responsible for all charges associated with a Site until seven (7) Calendar Days after a request to drop the Site is received by the Municipality as set out in these Terms and Conditions, or another Retailer enrolls that Site.
- Act as the main point of contact with Customers
- Request services on behalf of Customers

The Municipality expects to have limited direct contact with Customers who have Retailers. Therefore, the designated Retailer will be the main source of electricity industry information for these Customers. Calls from Customers regarding a power outage on the distribution system should be directed immediately to, (403) 562-2021 the Municipality's twenty-four (24) hour trouble line.

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

The Customer's Retailer shall be responsible for having all necessary and appropriate contractual or other arrangements consistent with applicable statutes and regulations and these Terms and Conditions.

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

#### **14.2.1 Retailer Due Diligence**

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

#### **14.2.2 Enrollment Submission and Notification**

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

- A "Select Retailer" request as specified in the Settlement System Code (SSC); and

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- An "Update Customer Information" transaction, as specified in the Settlement System Code (SSC).

In addition, Retailers must comply with the Enrollment Mechanics as described in the current SSC.

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

**14.3 Provision of Customer Information**

Retailers shall submit an "Update Customer Information" transaction to the Municipality in order to change any Customer information.

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

**14.4 Energize Site**

Requests for Site Energization are processed as follows:

- The Retailer will request the Site Energization, on behalf of the Customer;
- The Retailer must provide the Site identification number, date of required service and contact name and phone number(s);
- The Municipality will ensure that the Site is enrolled with that particular Retailer before commencing service; and
- The Retailer will provide any other information that the Municipality reasonably requires.

**14.5 Site Drop**

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

The Municipality will make the drop request effective seven (7) Calendar Days after receipt of the request to drop ("waiting period"). Any request by another Retailer to enroll the Site received within the seven (7) day waiting period will "stop the clock" on the drop request; the enrollment request will be processed and the drop request will be terminated. The "previous" Retailer will be informed of the date the Site is terminated for that Retailer.

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In the event that the “waiting period” expires without a request by another Retailer, the Municipality will pass the information it has about the Site and the Customer at this Site (if any) to the Default Supplier and automatically transfer responsibility to the Default Supplier.

**14.6 De-energize Site**

Retailers may request the Municipality to permanently or temporarily De-energize a Site. Only the Default Supplier or Regulated Rate Provider may request a De-energize for financial purposes.

**14.6.1 Re-energize Site**

Retailers may request the Municipality to Re-energize a Site.

**14.7 Retiring Site Identification**

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

**14.8 Identification Numbers**

Electronic information exchange between the Retailer and the Municipality under these Terms and Conditions shall employ a Retailer identification number. This identification number will uniquely represent each Retailer operation within Alberta. The Independent System Operator (ISO) shall assign this number when a participant is approved as a market participant. The Municipality will assign a unique Site identification number to each individual Site. The Site identification number is available in the on-line Site identification catalogue.

**15.0 INVOICING**

The Municipality will invoice Retailers for Distribution Tariff services and transaction related services.

**15.1 Distribution Tariff Invoices**

The Municipality will provide invoices to each Retailer by Customer Rate Class as set out in the Distribution Tariff Rate Schedules. The invoice will include new tariff calculations by Rate Class from the date of the last invoice to the date of the current invoice and any adjustments for previous periods.

Distribution Tariff invoices from the Municipality are due as of the Invoice Date as indicated on the invoice.

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**15.2 Billing to Customer**

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

**15.3 Late Payment Charges**

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

**15.4 Default or Failure to Pay**

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

**15.5 Estimated Invoices**

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

**15.6 Payment of Accounts**

The Retailer shall pay the entire amount stated on the invoice without deduction, set-off or counterclaim, notwithstanding any dispute in whole or in part of the amount. Any invoice rendered to a Retailer is due on the Invoice Date as indicated on the invoice. 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 Municipality 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 Municipality receives on the date the payment is deposited. Any dispute with respect to an invoice from the Municipality to a Retailer shall be resolved as set out in the current Municipality Distribution Tariff dispute resolution processes.

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

**15.6.1 No Payment Required**

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

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**15.6.2 Refunds**

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

**15.7 Invoice Adjustments**

Where the Municipality overcharges or undercharges a Retailer as a result of an invoicing error including, but not limited to, Post Final Adjustment Mechanism's (PFAM) incorrect Meter reads or clerical errors by an the Municipality representative applying the wrong rate, wrong billing factor, or an incorrect calculation, the Municipality may render an adjusted invoice for the amount of the undercharge, without interest, and shall issue a credit to the Retailer for the amount of the overcharge, without interest, as set out in the following procedures. These procedures refer to adjustments that would be required outside the normal cycle of initial monthly, interim monthly, and final settlement invoicing. Wherever possible, all invoicing errors will be corrected through the interim and final reconciliation settlement invoicing:

- If a Retailer is found to have been overcharged due to an invoicing error, the Municipality will calculate the amount of the overcharge for credit to the Retailer on the Retailer's next invoice following the discovery of the invoicing error for those months during which an invoicing error occurred, up to a maximum period of twelve (12) months immediately preceding the month in which the invoicing error is discovered. Overpayments will be offset against any invoices outstanding, unless a request to the contrary is received from the Retailer.
- If a Retailer is found to have been undercharged due to an invoicing error, the Municipality may invoice the Retailer for those months during which an invoicing error occurred, up to a maximum period of twelve (12) months immediately preceding the month in which the invoicing error is discovered. Payment from the Retailer will be due as set out in these Terms and Conditions.

**15.7.1 Demand Waiver**

The Municipality may consider a Demand waiver when:

- (i) The new peak Demand is the result of a Municipality of Crowsnest Pass system power outage, which consequently requires the simultaneous start of the Customer's equipment. The Customer's normal Demand will replace the new peak Demand for invoicing purposes in this situation; or
- (ii) The new peak Demand is the result of a fire, explosion or similar disaster at the Customer's facility. The new peak Demand will be used for invoicing purposes for the current billing period (as defined by the Tariff Building Code (TBC) during

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which the new peak Demand was established, but it will be waived for ratchet purposes for future invoices; or

- (iii) A Customer's productive operations are entirely shut down for a continuous period of more than fifteen (15) days solely by reason of fire, flood, wind, action of the elements, acts of God, or other accident or casualty beyond the Customer's control, and the Customer immediately notifies the Municipality in writing upon the Customer's knowledge of such event. During this time, any minimum charge provision of the applicable Rate Schedule may be waived. The Customer must give notice to the Municipality prior to resumption of any productive operations.

**16.0 ELIGIBILITY OF RETAILER**

**16.1 Eligibility of Retailer**

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

**16.1.1 Licensing**

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

**16.1.2 Prudential Requirements**

The Municipality's determination of the Retailer prudential requirements are as specified in the *Distribution Tariff Regulation* set out below:

Security requirement

- 8(1) An owner must require a retailer to provide a security deposit before the owner provides service to the retailer under the owner's distribution tariff.
- (2) The security deposit must be in an amount equal to the value projected by the retailer of the retailer's payments under the owner's distribution tariff over a period equal to the lesser of
- (a) 75 days, or
  - (b) the total of
    - (i) 20 days, plus

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- (ii) the number of days between consecutive bills issued by the owner to the retailer, plus
  - (iii) the number of days from the issuance of a bill by an owner until payment is due from the retailer.
- (3) Subject to section 9, the security must be provided in the form of a financial deposit, a bond, an irrevocable letter of credit or an irrevocable guarantee from a person, other than the retailer, with a credit rating.
- (4) If one or more persons provide an irrevocable guarantee under subsection (3),
  - (a) the amount of each guarantee must not exceed the amount by which a retailer would have its security deposit reduced under section 9(3) if the retailer had the same credit rating as the person providing the guarantee, and
  - (b) the total of the guarantees must not exceed the maximum amount of the largest single guarantee that is allowed under clause (a).
- (5) An owner must confirm the amount of security required to be provided by a retailer within 20 business days of receipt of the retailer's complete application for service under the owner's distribution tariff.
- (6) If a retailer's actual outstanding charges under the owner's distribution tariff are materially greater than the value projected by the retailer under subsection (2), the owner must update the projection under subsection (2) and, if additional security is required based on the updated projection, require the retailer to provide the additional security.
- (7) A retailer that is required under subsection (6) to provide additional security must provide that additional security to the owner within 5 business days of the owner requiring the additional security.
- (8) An owner must use reasonable diligence to advise a retailer if additional security is required in accordance with subsection (6).
- (9) All costs incurred by a retailer in providing the security required under this Regulation are the responsibility of the retailer.

**Adjustment for credit rating**

- 9(1) A retailer may provide its current credit rating to the owner.

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- (2) If a retailer has obtained more than one credit rating, the retailer must provide the lowest credit rating to the owner under subsection (1).
- (3) A retailer that provides its credit rating must have the security deposit required under section 8 reduced as follows:
  - (a) by \$25,000,000 if the credit rating is AAA- or higher;
  - (b) by \$20,000,000 if the credit rating is between AA- and AA+, inclusive;
  - (c) by \$15,000,000 if the credit rating is between A- and A+, inclusive;
  - (d) by \$10,000,000 if the credit rating is between BBB- and BBB+, inclusive.
- (4) Notwithstanding subsection (3), the security deposit must not be less than \$0.
- (5) A retailer must advise the owner of any downgrading of its credit rating within 2 business days of the downgrading and must provide any additional security required as a result of the downgrading within 5 business days of the downgrading.
- (6) A retailer may advise the owner of any upgrading of its credit rating.
- (7) If the amount of security required from a retailer is reduced as a result of an upgraded credit rating, the owner must return any financial deposit no longer required to the retailer within 20 business days of being advised by the retailer of the upgraded credit rating.

**Appeal to regulatory authority**

- 10(1) A retailer may appeal to the owner's regulatory authority the amount of security required by an owner under this Regulation.
- (2) In determining an appeal commenced pursuant to this section, the regulatory authority may confirm or vary the amount of the security deposit to be provided by the retailer to the owner.
- (3) If the regulatory authority varies the amount of the security deposit, the amount must be consistent with the requirements of sections 8 and 9.

**Security to be maintained**

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- 11(1) A retailer that is required to provide security under section 8 must maintain that amount of security until all obligations of the retailer under the distribution tariff are satisfied.
- (2) An owner is entitled to retain the security provided by the retailer until all obligations of the retailer under the distribution tariff are satisfied.

**Default by retailer**

- 12(1) Subject to subsection (4), if a retailer defaults in its payments under a distribution tariff, the owner must provide the retailer with a notice in writing
  - (a) stating that the retailer is in default in its payments to the owner under the tariff, and
  - (b) advising that the owner may make a claim against the retailer's security if the arrears are not paid within 3 business days after the date of the notice.
- (2) If after the expiry of the period set out in subsection (1)(b), the retailer's arrears remain unpaid, the owner may make a claim against the retailer's security to recover the arrears.
- (3) If the retailer has provided security in the form of a financial deposit, the owner may deduct from that deposit the amount of the unpaid arrears.
- (4) If in the opinion of the owner the giving of notice in accordance with subsection (1) would impair the owner's ability to make a claim against a retailer's security or to deduct the unpaid arrears from a retailer's financial deposit, the owner may make the claim or deduct the unpaid arrears without notice.
- (5) An owner is entitled to recover as part of its distribution tariff any costs not covered by a claim against the retailer's security under this section."

**16.1.3 Agreement between the Municipality and Retailer**

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

**16.1.4 Communications Capabilities**

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

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

**16.2 Confidentiality**

The Municipality shall keep all Retailer specific credit and security information confidential unless the Municipality 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 Municipality, 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 Municipality on a non-confidential basis prior to its disclosure to the Municipality;
- (d) subsequent to receipt by the Municipality, was on competent evidence established by the Municipality available to the Municipality 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.

**17.0 CUSTOMER PROTECTION**

**17.1 Disclosure**

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

The Municipality 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 ENMAX's Code of Conduct compliance plan or the Code of Conduct Regulation, provided however that such information shall not be considered confidential where:

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

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

**17.2 Errors Discovered by Retailers**

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

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**PART C: CONNECTION SERVICES**

**18.0 CONNECTION SERVICES**

**18.1 Provision of Connection Services**

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

**18.2 Procedural and technical requirements must be met prior to connecting facilities to the Municipal Electric Distribution System. Application for Connection Services**

A Customer may apply for Connection Services to allow for the supply of Energy as set out in Section 18.1 of these Terms and Conditions. Some voltage levels may not be available at all locations served by the Municipality's Electric Distribution System. Applications will be received through any agent or duly authorized representative of the Municipality. The owner of the premises to be served may be the Customer of record or if there is a tenant and if the tenant meets credit requirements, the tenant shall be the Customer of record.

**18.2.1 Method and Form of Application**

If a Customer is not of the age of majority (as defined in the *Age of Majority Act* c. A-6, RSA 2000 as amended or replaced from time to time), a deposit may be required in order to obtain Connection Services. The Municipality reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by the Municipality. No servant, agent or employee of the Municipality is authorized to modify orally any provisions of a written application or to bind the Municipality to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized the Municipality representative.

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**18.2.2 Application by Retailer or Other Person**

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

**18.2.3 Provision of Information**

Upon request, the Municipality shall furnish to any Person, detailed information on the method and manner of making application for Connection Services.

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

- information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which Connection Services will be utilized;
- credit information or references; and
- an estimate of usage per month, on a dollar basis.

Upon receipt of the required information, the Municipality will advise the applicant of the type and character of the Connection Services it will furnish to the Customer, if any, any special conditions that must be satisfied before the Municipality will provide any Connection Services, the Site at which the Connection Services will be provided, the Customer's Distribution Tariff Billing Demand and, if requested, the location of the Municipality's metering and related equipment.

**18.2.4 Rejection of Application**

The Municipality may, in its sole discretion, reject any applicant's request for Connection Services that are being charged directly to the Customer by the Municipality. This applies in the following circumstances;

- where the type of Connection Services applied for are not available or normally provided by the Municipality in the locality where the Connection Services are requested;
- where the applicant or the Customer does not have currently in force all permits, certificates, licenses, or other authorizations or right-of-way agreements that may be required for the installation and operation of Connection Services;

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- where the Municipality determines, in its sole discretion, that the Customer is not creditworthy or that a previous account held by the Customer with the Municipality is in arrears;
- where the Customer fails to provide a security deposit or letter of credit from a suitable financial institution in form and substance acceptable to the Municipality;
- where any representation made by the applicant or the Customer to the Municipality for the purpose of obtaining Connection Services is, in the Municipality's opinion, fraudulent, untruthful or misleading;
- where the Customer has not, when requested by the Municipality to do so, provided a signed written application for Connection Services; or
- where the proposed Loads, in the Municipality's opinion, have characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Municipality's personnel.

**18.2.5 Approvals**

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

**18.3 Responsibilities**

**18.3.1 Rights of Way**

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

In all agreements between the Customer and the Municipality regarding the management of vegetation, the Customer is required to give the Municipality permission to manage and remove vegetation on the property owned or controlled by the Customer and the right to maintain proper clearances as set out in the Alberta Electrical and

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Communications Utility Code. The Municipality will make every effort to notify the Customer before such work is performed.

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

**18.3.2 Customer Liability**

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

**18.3.3 Protective Devices**

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

**18.3.4 Suitability of Equipment**

All of the Customer's facilities shall be suitable for operation with Connection Services and Facilities provided by the Municipality. The Customer shall not use Connection Services for any purpose, or with any apparatus, that could cause a disturbance to any part of the Municipality's Electric Distribution System.

**18.4 Connections**

**18.4.1 Interference with the Municipality's Property**

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

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or anyone permitted by the Customer to be on the premises, provided however, that the Customer shall not be liable for such destruction, loss or damage where such destruction, loss or damage is occasioned by circumstances beyond the Customer's control.

**18.4.2 Protection of the Municipality's Equipment**

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

**18.4.3 Unauthorized Use or Unsafe Conditions**

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

**18.4.4 Relocation of the Municipality's Facilities**

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

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**18.4.5 Customer's Facilities**

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

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

**18.5 Change in Connection Services**

**18.5.1 Prior Notice by Customer**

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

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

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**18.5.2 Changes to the Municipality's Facilities**

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

- The Municipality's stranded investment as determined by, the estimated original capital cost of the Municipality's Facilities being removed, less any actual or, if unavailable, estimated contribution-in-aid-of-construction made to the capital cost of those Facilities, less accumulated depreciation, plus
- the estimated cost of removing the Municipality's Facilities, less the estimated salvage value, plus
- the estimated cost of installing the Municipality's new Facilities, less
- any applicable the Municipality investment.

**18.6 De-energization of Service**

**18.6.1 De-energization at Request of Retailer**

The Municipality will discontinue or reduce the capability of the Customer's Connection Services at the request of a Retailer.

**18.6.2 De-energization at Request of Customer**

The Customer may at any time on thirty (30) days prior oral or written notice to the Municipality, request the De-energization of the Electricity Services. De-energization notice can be revoked with at least forty-eight (48) hours notice in advance of the scheduled De-energization date. The Customer may be required to pay for any unrecovered investment made by the Municipality in respect of providing the Customer's Electricity Services.

**18.6.3 De-energization for Safety Reasons**

The Municipality reserves the right to De-energize Connection Services to a Customer at any time without notice, or to refuse to make such Connection Services available to the Customer, where, in the Municipality's opinion, any of the following conditions exist:

- the Customer has permitted the Customer's facilities to become hazardous;
- if to the Municipality's knowledge or in its judgment, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently;
- tampering with any service conductors, seals or any the Municipality Facilities or any Meters;

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

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

**18.6.4 De-energization Other Than for Safety**

The Municipality may at any time, after having given at least forty-eight (48) hours prior oral or written notice to a Customer and without any further notice, discontinue Connection Services to the Customer or install a Load Limiting Device to restrict the capability of Connection Services if the Customer:

- violates any provision of these Terms and Conditions or other components of the Distribution Tariff;
- neglects or refuses to pay to the Municipality when due, all amounts required to be paid to the Municipality under these Terms and Conditions or Rate Schedule subject to the following conditions:
  - For residential Customers (rate class PNK 100), the Municipality will install a Load Limiting Device during the period October 15 to April 15 or at any other time when the temperature is forecast to be below zero (0) degrees Celsius in the twenty-four (24) hour period immediately following the proposed disconnection, based on the Environment Canada Text Forecast as retrieved at or about six (6:00) AM on the day of the proposed disconnection.
- upon receiving a written request to provide access to the Meter, neglects to arrange such access;
- changes its requirements for Connection Services without the written permission of the Municipality; or
- provides the Municipality with incorrect information or makes fraudulent or unauthorized use of Connection Services.

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**18.6.5 Restoration of Service**

If Connection Services to a Customer are restricted by a Load Limiting Device or De-energized (other than for safety reasons and whether at the request of the Customer or not) the Customer shall pay the following amounts prior to the Municipality Re-energizing Connection Services:

- any amount owing to the Municipality; and
- a Re-energization charge as set out in the Fee Schedule which forms part of the Distribution Tariff, if Connection Services are restored during the Municipality's normal business hours, or, in any other case, an amount not exceeding the Municipality's actual cost of Re-energization.

**18.6.6 Removal of Facilities**

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

**19.0 REVENUE METERING EQUIPMENT**

**19.1 Installation of Meters**

**19.1.1 Provision and Ownership**

The Municipality 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 Municipality 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.

Interval Meters shall be installed for a Customer who has a Demand greater than 150 kVA at least twice in the previous 365 days. For new Customers moving into existing space, the Municipality will make an estimate of Site Demand, and if the estimate is greater than 150 kVA, an interval Meter will be installed. For an existing Site where modifications are made to the infrastructure requiring Demand to be greater than 150 kVA, an interval Meter will be installed. In these cases, the costs of the new interval Meter, including installation, will be borne by the Municipality.

The Municipality shall provide, install, test, and maintain the requested metering or communication device. The Customer shall bear the cost incurred by the Municipality in providing and installing the Meter or attaching the communication device per the Fee Schedule. Upon installation, the Meter or communication device shall remain the property of the Municipality and will be maintained by the Municipality. The Municipality shall complete installation of the Meter or attachment of the communication device, if

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reasonably possible, within thirty (30) days of receiving a request from the Customer. The Municipality shall invoice the Customer upon installation.

**19.1.2 Responsibility of Customer**

Each Customer shall provide, own and install a Meter socket or Meter enclosure and other approved and required Facilities suitable for the installation of the Municipality's Meter. Access to Metering Equipment

The Municipality may, at any reasonable time, read, inspect, remove and test its Meter installed on property owned or controlled by the Customer. The Municipality'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 Municipality'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 Municipality's entry.

**19.2 Changes to Metering**

The Municipality may at any time change any Meter it installed.

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**PART D: DISTRIBUTED GENERATION SERVICES**

**20.0 DISTRIBUTED GENERATION SERVICES**

**20.1 Provision of Distributed Generation Interconnection Services**

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

Procedural and technical requirements that must be met prior to connecting facilities to the Municipality Electric Distribution System are described in the following ENMAX Power documents: "Guide for Generator Interconnection to The Wires Owner Distribution System", "Guide for Micro-Generator Interconnection to the Wires Owner Distribution System", "Requirements for Distribution Wires Access". These and related documents are posted on the Enmax Power Corporation (EPC) website, or can be obtained from Enmax Power Corporation (EPC).

Both the Municipality and the Distributed Generator shall operate and maintain their respective facilities as set out in the policies of the Independent System Operator (ISO). The standards imposed by this organization may change from time to time and Parties are expected to comply with any changed standards upon receipt of notice or otherwise becoming aware of such changes.

**20.2 Application for Distributed Generation Interconnection Services**

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

**20.2.1 Method and Form of Application**

The Municipality reserves the right to verify the identity of the Distributed Generator and the accuracy of the information provided and to require the Distributed Generator to sign an application in writing on forms provided by the Municipality. No servant, agent or

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employee of the Municipality is authorized to modify orally any provisions of a written application or to bind the Municipality to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized the Municipality representative

**20.2.2 Provision of Information**

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

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

- information regarding the location of the interconnection, service point address, the Distributed Generator's Connected Load, preferred supply conditions, and the manner in which Distributed Generation Interconnection Services will be utilized;
- credit information or references;
- proof that the Distributed Generator has
  - obtained a system access authorization from the Independent System Operator (ISO), where required;
  - satisfied all membership and application requirements of the Power Pool, if selling to the Power Pool;
  - a mutual acceptance by the Distributed Generator and the Municipality of Operating Procedures, attached to and forming part of the Interconnection Agreement where applicable;
  - had its facility commissioned and interconnected with the Municipality's circuits; and
- any other information that the Municipality reasonably requires.

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

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**20.2.3 Rejection of Application**

The Municipality may, in its sole discretion, reject any applicant's request for Distributed Generation Interconnection Services when:

- the type of Distributed Generation Interconnection Service applied for is not available;
- the applicant or the Distributed Generator does not have currently in force all permits, certificates, licenses, or other authorizations or right-of-way agreements that may be required for the installation and operation of Distributed Generation Interconnection Services;
- The Municipality determines, in its sole discretion, that the Distributed Generator is not creditworthy or a previous account held by the Distributed Generator with the Municipality is in arrears;
- the Distributed Generator fails to provide a security deposit or letter of credit from a suitable financial institution in form and substance acceptable to the Municipality;
- any representation made by the applicant or the Distributed Generator to the Municipality for the purpose of obtaining Distributed Generation Interconnection Service is, in the Municipality's opinion, fraudulent, untruthful or misleading;
- the Distributed Generator has not, when requested by the Municipality to do so, provided a signed written application for Distributed Generation Interconnection Services; or
- the proposed interconnection, has characteristics that might adversely affect the quality of service supplied to other Distributed Generators, Customers, the public safety, or the safety of the Municipality's Personnel.

**20.2.4 Approvals**

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

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

**20.3 Responsibilities**

**20.3.1 Rights of Way**

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

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

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

**20.3.2 Distributed Generator Liability**

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

**20.3.3 Protective Devices**

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

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**20.3.4 Standards for Interconnection**

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

**20.3.5 Suitability of Equipment**

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

**20.4 Connections**

**20.4.1 Interconnection Charges**

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

**20.4.2 Interference with the Municipality's Property**

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

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liable for such destruction, loss or damage where such destruction, loss or damage is occasioned by circumstances beyond the Distributed Generator's control.

**20.4.3 Protection of the Municipality's Equipment**

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

**20.4.4 Unauthorized Use or Unsafe Conditions**

If the Municipality determines that there has been an unauthorized use of Distributed Generation including but not limited to any tampering with a Meter or other the Municipality Facilities, unauthorized connection or reconnection, or theft, fraud, whereby the Municipality is denied full compensation for services provided, the Municipality may make such changes in its Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of Distributed Generation, and also to ensure the safety of the general public and the Municipality Personnel, and the Distributed Generator is hereby deemed to consent to such corrective action. Upon finding an unauthorized use of Facilities or finding that Distributed Generation Interconnection Services have not been used as set out in these Terms and Conditions, the Municipality may discontinue the Distributed Generation Interconnection Services and charge the Distributed Generator, all damages suffered by the Municipality and all costs incurred in correcting the condition. Nothing in this section shall be deemed to constitute a waiver of any other rights of redress, which may be available to the Municipality, or to limit in any way any legal recourse, which may be open to the Municipality.

**20.4.5 Relocation of the Municipality's Facilities**

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

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**20.4.6 Distributed Generator's Facilities**

The Distributed Generator shall operate and maintain its facilities in compliance with the Enmax Power Corporation (EPC) "Guide for Generator Interconnection to the Wires Owner Distribution System" and the "Guide for Micro-generator Interconnection to the Wires Owner Distribution System", which are posted on the Enmax Power Corporation (EPC) website.

**20.4.7 Prior Notice by Distributed Generator**

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

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

**20.4.8 Changes to the Municipality's Facilities**

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

- the original capital cost of the Municipality's Facilities being removed, less any contribution-in-aid-of-construction made to the capital cost of those Facilities, less accumulated depreciation, plus
- the estimated cost of removing the Municipality's Facilities, less the estimated salvage value, plus
- the estimated cost of installing the Municipality's new Facilities, less
- any applicable the Municipality investment.

**Municipality of Crowsnest Pass  
Distribution Tariff  
Terms and Conditions**

**20.5 De-energization of Service**

**20.5.1 De-energization at Request of Distributed Generator**

The Distributed Generator may at any time and on reasonable written notice to the Municipality, request the De-energization or reduction in capability of its Distributed Generation. The Distributed Generator may be required to pay for any unrecovered investment made by the Municipality in respect of the Distributed Generator's service.

**20.5.2 De-energization for Safety Reasons**

The Municipality reserves the right to De-energize Distributed Generation Interconnection Services to a Distributed Generator at any time without notice, or to refuse to make such Services available to the Distributed Generator, where, any of the following conditions exist:

- the Distributed Generator has permitted its facilities to become hazardous;
- if to the Municipality's knowledge or in its judgment, the Distributed Generator's facilities are unsafe or defective or will become unsafe or defective imminently;
- tampering with any service conductors, seals or any the Municipality Facilities or any Meters;
- the Distributed Generator's facilities fail to comply with applicable statutes, regulations, standards, codes and the Municipality's generator interconnection requirements; or
- the use of Distributed Generation may cause damage to the Municipality's Facilities or Electric Distribution System or interfere with or otherwise adversely affect any other service provided by the Municipality.

the Municipality will Re-energize Distributed Generation Interconnection Services when the condition has been rectified to the Municipality's satisfaction, when the Distributed Generator has provided, or paid the Municipality's costs of providing, such Facilities as may be necessary to rectify the condition and prevent the condition from reoccurring, and the Distributed Generator's facilities are approved by the appropriate authority.

**20.5.3 De-energization Other Than for Safety**

The Municipality may at any time, after having given at least forty-eight (48) hours prior oral or written notice to a Distributed Generator and without any further notice, De-energize Distributed Generation Interconnection Services to the Distributed Generator, if it:

- violates any provision of the Distribution Tariff;

**Municipality of Crowsnest Pass  
Distribution Tariff  
Terms and Conditions**

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

**20.5.4 Re-energization of Service**

If Distributed Generation Interconnection Services to a Distributed Generator are De-energized (other than for safety reasons and whether at the request of the Distributed Generator or not) it shall pay the following amounts prior to the Municipality Re-energizing Distributed Generation Interconnection Services:

- any amount owing to the Municipality; and
- a Re-energization charge as set out in the Fee Schedule.

**20.5.5 Removal of Facilities**

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

**20.5.6 Fee Schedule**

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

**21.0 METER SERVICES**

**21.1 Installation of Meters**

**21.1.1 Provision and Ownership**

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

**Municipality of Crowsnest Pass  
Distribution Tariff  
Terms and Conditions**

**21.1.2 Distributed Generator Meters**

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

**21.2 Location**

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

**21.3 Access to Metering Equipment**

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

**21.4 Changes to Metering**

The Municipality may at any time change any Meter it installed.

**22.0 MISCELLANEOUS**

**22.1 Insurance**

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

**Municipality of Crowsnest Pass  
Distribution Tariff  
Terms and Conditions**

Except as otherwise expressly provided in the Interconnection Agreement with the Distributed Generator, in respect of the insurance policies carried by the Distributed Generator under this Section 22.1 of these Terms and Conditions, each insurance policy shall, include waivers of subrogation in favour of the Municipality and any commercial general liability policy shall include a cross liability and blanket contractual clause and shall include the Municipality as an additional insured. The Distributed Generator will provide a certificate of insurance in this regard to the Municipality.

**By-Law No. 817, 2010 – Schedule C**

**MUNICIPALITY OF CROWNEST PASS  
DISTRIBUTION TARIFF  
FEE SCHEDULE**

The fees and charges contained in the schedule are non-refundable and are charged in all circumstances. They apply to the services described in the Municipality of Crowsnest Pass Distribution Tariff Terms and Conditions

- 1. Temporary De-energize** **\$35.00 per request**  
This fee applies to a Retailer or Customer who requests a temporary de-energization of service.
- 2. Re-energize after Temporary De-energize** **\$35.00 per request**  
This fee applies to a retailer or customer who requests a re-energization of service.
- 3. Permanent De-energize** **No charge**  
This service applies to sites where the site is de-energized and the equipment permanently removed.
- 4. Financial De-energize** **\$35.00 per request**  
This fee applies to a de-energize request from the Default Supply Retailer or Regulated Rate Provider due to non-payment of a Customer account. The fee is charged to the last Retailer to enroll the site.
- 5. Re-energize after Financial De-energize** **\$35.00 per request**  
This fee applies to a re-energize request from a Retailer for a site that was de-energized for financial reasons. Where a request is made to remove a Load Limiting Device, the fee is charged to the last Retailer who enrolled the site.
- 6. Installation or Removal of Load Limiter – Financial** **\$35.00 per install or removal**  
This fee applies to a request from the Default Supply Retailer or Regulated Rate Provider to install a load limiter at a site where the Customer's account is in arrears. The fee is charged to the Default Supply Retailer. This fee also applies to a request from the Default Supply Retailer or Regulated Rate Provider to remove a Load Limiting Device at a site and fully de-energize the Site.
- 7. Installation or Removal of Load Limiter – Emergency Services** **\$35.00 per install or removal**  
This fee applies to a request from Emergency Services to install or remove a load limiter at a site for the purpose of having electricity during an investigation. The fee is charged to the Retailer who has enrolled the site.
- 8. Delivery of Cut-Off Warning Notice** **\$35.00 per notice**  
This fee applies to a request from a Retailer to deliver a cut-off warning notice at a site where either the site will be cut-off for financial reasons OR the customer needs to be warned of impending cut-off due to vacancy or other non-financial reasons. The fee is charged to the Retailer who last enrolled the site.

- 9. Extra Service Trip** **\$45.00 per trip**  
 This fee applies when an extra service trip is required because the Customer's site was not ready to be energized when initially requested. The fee is charged to the Retailer who has enrolled the site.
- 10. Meter Field In Situ Test** **\$138.00 for Self-contained Meter**  
**\$178.00 for Instrument-type Meter**  
 This fee applies when the Meter shop tests a meter at the request of a Retailer or Customer. The fee is charged only if the accuracy of the meter is found to be within the limits allowed by the Government of Canada. The fee is charged to the Retailer who has enrolled the site where applicable.
- 11. Off-Cycle Meter Reading** **\$15.00 per request**  
 This fee is applied when a Retailer requests that an off-cycle meter reading.
- 12. Interval Data Request – 15 minute, DIM Format**  
**\$0.00 per site – per request**  
 This fee applies when a Retailer or another party authorized by the Customer requests interval meter data for the previous 12 months or less from date of request.
- 13. Interval Data Request – Other than 15 minute, DIM format** **\$0.00 per site – per request**  
 This fee applies when a Retailer or another party authorized by the Customer requests interval meter data for the previous 12 months or less from date of request.
- 14. Interval Data Report or a Graph** **\$28.31 per site – per request**  
 This fee applies when a Retailer or another party authorized by the Customer requests a Report or Graph.
- 15. Interval Data – All Other Requests** **\$101.92 per hour**  
 This hourly fee applies when a Retailer or another party authorized by the Customer requests services that are not listed in the Fee Schedule.
- 16. Cumulative Data Request, DCM Format** **\$0.00 per site – per request**  
 This fee applies when a retailer or another party authorized by the Customer requests cumulative meter data for the previous 12 months or less from date of request.
- 17. Cumulative Data – All Other Requests** **\$84.93 per hour**  
 This hourly fee applies when a Retailer or another party authorized by the Customer requests services that are not listed in the Fee Schedule.
- 18. Data Request Requiring Data File in Excel or PRN.Format** **\$0.00 per site – per request**  
 This fee applies when a Retailer or another party authorized by the Customer requests meter data in Excel or PRN. File format for the previous 12 months or less from date of request.
- 19. Settlement History** **Load Settlement \$113.24 per hour**  
 This fee applies when a Retailer requests Load Settlement data from the Load Settlement Agent.

- 20. Custom Load Profile** **\$113.24 per hour plus materials**  
 This fee applies when a Retailer requests a custom load profile from the Load Settlement Agent.
- 21. Verification of Distribution Tariff Data** **\$113.24 per hour**  
 This fee is applied when a Retailer requests an investigation of DT billing data. In the event that FMP data is incorrect, the fee is waived.
- 22. Request Distribution Tariff History** **\$113.24 per hour**  
 This fee applies when a Retailer requests a history of a DT billing.
- 23. Verification of Transaction Bill Data** **\$113.24 per hour**  
 This fee applies when a Retailer requests an investigation of suspect billing data for a specific service order. In the event that FMP data is incorrect, the fee is waived.
- 24. Customer Requests** **Off Hours \$146.00 per hour**  
 This fee applies when a Customer requests that work be done after their regular business hours to minimize disruption of their business requiring a Municipal crew to work overtime hours. There is a minimum charge of one hour.
- 25. Dishonoured Payments** **\$25.00 per dishonoured payment**  
 This fee applies to all dishonoured payments for any reason.
- 26. Meter Verification / Certification** **\$96.00 per hour plus materials**  
 This fee applies when a Retailer or Customer requests verification or certification of a meter. In the event that the meter is faulty, the fee is waived.
- 27. Meter Upgrade** **\$94.00 per hour for one person/one truck (single phase)**  
**\$150.00 per hour for two people/one truck (multi phase)**  
 This fee applies for the time associated with meter upgrades. The Customer is also responsible for the cost of materials including the meter.
- 28. Penalty for Late Payment \$3.25% of the total current charges**  
 This fee applies to Retailers and Customers, Distributed Generators or Transmission Connected Customers. A one-time penalty charge of 3.25% will be applied no less than twenty-five days following the Current Bill Date indicated on the bill to total current charges outstanding.
- 29. Application** **No Charge**  
 This fee applies when a Customer requests a new service or reconnects service after a disconnection or after the application of a load limiting device.
- 30. Security Deposit Special** **Per customer merit**  
 A security deposit may be requested from a Customer, or the Customer's credit history may be accepted.
- 31. Final Notice** **\$15.00 per notice**  
 Applied to a Customer account when the account is over 60 days in arrears and a final letter of notice has been issued.

**MUNICIPALITY OF CROWSNEST PASS**

**RETAIL ACCESS SERVICES AGREEMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**The Municipality of Crowsnest Pass, a Municipal Corporation in  
the Province Of Alberta ("the Municipality")**

OF THE FIRST PART

- and -

\_\_\_\_\_, incorporated under the laws of Alberta

(the "Retailer")

OF THE SECOND PART

WHEREAS the Retailer has requested that the Municipality provide Retail Access Services to the Retailer and the Municipality has agreed to provide Retail Access Services to the Retailer upon and subject to the Terms and Conditions, as hereinafter defined;

AND WHEREAS the Municipality furnishes Retail Access Services pursuant to a distribution tariff as filed by the Municipality for information purposes with the Alberta Utilities Commission (the "Tariff") which includes terms and conditions for the provision of Retail Access Services (the "Terms and Conditions"), as approved from time to time by the Municipal Council and incorporated by reference hereto as Schedule "A";

AND WHEREAS the Municipality has entered into an agreement with ENMAX Power Corporation (EPC) to perform certain services on behalf of the Municipality pursuant to the Electric Utilities Act and regulations made thereunder, and has, appointed EPC its agent for the limited purposes of dealing with credit or prudential requirements, holding and executing on security in cases of default, all as more particularly set out in the Terms And Conditions for the Retail Access Services Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and agreements herein contained and other valuable consideration (the receipt and adequacy of this consideration by each of the parties hereto is acknowledged) the parties hereto agree as follows:

1. The Retailer will comply with the Distribution Tariff, including the Terms and Conditions, and any associated Rate Schedules and Fee Schedules, and will, where requested, provide its agent, EPC, the Prudential Requirements set out in Section 16.1.2 of the Terms and Conditions.
2. The Retailer hereby acknowledges that EPC will be performing, conducting or providing services at the request of the Retailer, which services will be in addition to those services

provided to the Retailer pursuant to the Tariff. The Retailer will, in respect of such services performed, conducted or provided by EPC at the request of the Retailer, pay to EPC the charges, fees and amounts as set out in the Fee Schedule that forms part of the Terms and Conditions in respect of those services.

3. The Retailer hereby acknowledges that EPC may perform, conduct or provide services at the request of a Customer of the Retailer. The Retailer will, upon written request by EPC, collect from the Customer the charges, fees and amounts to be charged by EPC for its performing, conducting or providing such services at the request of the Customer and remit same to EPC immediately upon receipt thereof.
4. The Retailer shall make any payments required or permitted to be made by the Retailer to EPC by electronic funds transfer pursuant to the Tariff, the Terms and Conditions or this Agreement to an account that will be specified by EPC.
5. Neither the Municipality nor the Retailer may assign any of its rights or obligations under this Agreement, unless such assignment is made in accordance with and pursuant to Section 7.3 of the Terms and Conditions.
6. Default pursuant to this Agreement shall be governed by Section 8 of the Terms and Conditions.
7. The waiver of any term, condition, provision or right hereunder shall be governed by Section 7.2 of the Terms and Conditions.
8. Any modification to this Agreement shall be in writing, duly executed by an authorized officer of the Municipality and the Retailer, subject in all cases to applicable law. However each of the Schedules attached hereto and forming part of this Agreement may be amended by agreement of the Municipality and the Retailer, from time to time. Schedules so amended shall be automatically replaced by the attachment of new schedules, without the need for further amendment of this Agreement, effective on the date of replacement.
9. Any notices, demands, requests or other communications provided or given pursuant to this Agreement shall be in writing and given in accordance with Section 3.12 of the Terms and Conditions. Any notices, demands, requests or other communications required or permitted under the Terms and Conditions or this Agreement shall be given by the Municipality or EPC to the Retailer in accordance with Section 3.12 of the Terms and Conditions to the following addressee at the following address:
  - **if to the Municipality:**  
  
Municipality of Crowsnest Pass  
Box 600  
Blairmore, Alberta TOK OEO
  - **if to ENMAX Power Corporation:**  
  
141 – 50<sup>th</sup> Avenue  
Calgary, Ab T2G 4S7
10. This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.
11. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Terms and Conditions.

**MUNICIPALITY OF CROWSNEST PASS**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
**(Retailer)**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

## Retailer Identification Numbers

**Retailer Identification Number**

**Effective Date**

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BYLAW NO. 817, 2011 – Schedule E



**HISTORICAL CONSUMPTION  
REQUEST AGREEMENT**

**THIS AGREEMENT** is effective the \_\_\_\_\_ day of \_\_\_\_, 20\_\_.  
**BETWEEN:**

Municipality of Crowsnest Pass, a municipal corporation under the laws of Alberta

(hereinafter referred to as the Municipality”)

- and -

\_\_\_\_\_ a body corporate with an office in the City of Calgary, in the Province of Alberta

(hereinafter referred to as the “Retailer”)

**WHEREAS** the Retailer is a party to a Retail Access Services Agreement with the Municipality and is bound by the obligations and liabilities under the Retail Access Services Agreement and the Municipality’s Distribution Tariff Term and Conditions;

**AND WHEREAS** the Retailer requests that the Municipality disclose to the Retailer historical electricity consumption information for a site;

**AND WHEREAS** the Retailer acknowledges that the Municipality is relying upon information provided by the Retailer in disclosing the requested historical consumption information to the Retailer;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

**1. DEFINITIONS**

In this Agreement, the following words and phrases mean:

- (a) “Agreement” means this instrument and all schedules and appendices hereto which are added by agreement of the parties, as well as any amendment from time to time.

## **2. TERM AND TERMINATION**

This Agreement shall commence on the date first written above and will continue until:

- (a) the termination of the Retail Access Services Agreement to which the Retailer is a party;
- (b) the mutual written agreement by the Retailer and EPC to terminate this agreement,; or
- (c) a governing body, having appropriate jurisdiction, orders the termination of this Agreement.

## **3. SERVICES TO BE PROVIDED**

Under the terms of this Agreement, the Municipality shall provide historic load consumption data regarding end-use consumers at the request of the Retailer.

## **4. THE MUNICIPALITY'S WARRANTY**

The Retailer acknowledges that the Municipality makes no representation or warranty to the Retailer regarding the accuracy of any historical consumption information provided to the Retailer by the Municipality.

## **5. RETAILER'S WARRANTY**

Each time that the Retailer requests the Municipality to disclose to the Retailer historical electricity consumption information for a site, the Retailer represents and warrants to the Municipality as follows:

- (a) The Retailer has obtained from each of the customers to which the requested historical consumption information relates, all consents that are required under all applicable laws, for the Municipality to disclose to the Retailer, and for the Retailer to receive from the Municipality such historical consumption information.
- (b) Where a Retailer is required to obtain consent, such consent must be in verifiable form. The consent may be written (in hard copy or in an electronic form), or oral, so long as there is a methodology in place to record such consent in verifiable form the fact that consent was given. The retailer will retain records of all consent in a form that verifies proof of consent in accordance with applicable laws, and will produce those records on request by the Municipality or the Market Surveillance Administrator, as defined in the *Electric Utilities Act* (Alberta), as amended, or any authorized government agency.

- (c) The Retailer will maintain the confidentiality of, and will not use or disclose, the requested historical consumption information, except in accordance with all applicable laws.

## **6. INDEMNIFICATION**

The Retailer shall indemnify and save harmless the Municipality, its directors, officers, agents, employees, representatives, and subcontractors including but not limited to ENMAX Power Corporation (collectively, the "Distribution Company Parties") from and against all suits, actions, legal or administrative proceedings, claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including all legal costs on a solicitor and his own client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by the Distribution Company Parties, or any of them, or which may be brought against or suffered by the Distribution Company Parties, or any of them, or which the Distribution Company Parties, or any of them, may sustain, pay or incur as a result of or arising directly or indirectly out of or in connection with any breach by the Retailer of, or any inaccuracy of, any of these representations or warranties of the Retailer, except to the extent that such breach or inaccuracy was a result of or arose directly or indirectly out of or in connection with any negligence or willful misconduct of the Distribution Company Parties.

## **7. ASSIGNMENT**

The Retailer shall not, without the written consent of the Municipality, which consent the Municipality may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part. The parties agree that this Agreement may be assigned to an affiliate of the Municipality.

## **8. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the Retailer and the Municipality. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No additional charges, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.

**9. NOTICE**

Any notices or other documents required or permitted to be given under this Agreement shall be in writing signed by the party giving such notice and shall be deemed to have been received on the date given when hand delivered, or 5 days after mailing when mailed or on the date of transmission if faxed. Notices shall be effective if given as provided herein and to the following persons or at such other addresses as the parties may from time to time advise each other in writing:

**To The Municipality:**

Municipality of Crowsnest Pass  
Attention: Director of Finance and Systems  
P.O. Box 600  
Crowsnest Pass, Alberta T0K 0E0

To \_\_\_\_\_:

**10. FORCE MAJEURE**

In the event either party is delayed or unable to perform any part of its obligations under this Agreement due to labor disputes, strikes, walkouts, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such party including without restricting the generality of the foregoing, acts of God, fire, war, governmental regulations, or otherwise, such party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of these events, the affected party shall notify the other party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the party delayed, hindered or prevented from performing any part of its obligations be liable to the other party for any damages, howsoever sustained by the other party or for any failure to perform any act, or nonperformance of any obligations due to these circumstances.

**11. SEVERABILITY**

Any term, condition or provision of this Agreement, which is or shall be deemed to be void, prohibited or unenforceable, shall be severable and be ineffective to the extent of such voidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions or provisions; and any such voidance, prohibition or unenforceability shall not invalidate or render unenforceable, any other term, condition or provision.

**12. WAIVER**

The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement or to exercise any rights under same shall not constitute a waiver or relinquishment of any such terms, conditions or rights. The mere passage of time or the giving of notices or the execution of revisions, modifications or extensions to this Agreement shall not affect other terms, conditions or rights in and under this Agreement unless expressly stated.

**13. HEADINGS**

The insertion of headings in this Agreement is for convenience only and shall not affect the interpretation.

**14. INUREMENT**

This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

**15. INTERPRETATION**

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the neuter gender shall include the masculine and feminine genders, and words importing person shall include firms and corporations and vice versa.

**16. TIME OF THE ESSENCE**

Time shall be of the essence in this Agreement.

**17. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the Retailer and the Municipality irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta. Furthermore, conflict of laws principles or rules that would impose the laws of any jurisdiction other than the laws of Alberta on the construction of this Agreement shall be excluded. The Retailer agrees that a judgment, after exhaustion of all available appeals, in any action or proceeding under this Agreement is conclusive and binding upon the Retailer and may be enforced in any other jurisdiction by a suit upon that judgment, a certified copy of which is conclusive evidence of the judgment.

**IN WITNESS WHEREOF** this Agreement has been signed by the duly authorized officers of the parties hereto effective on the day and year first above written.

**[Municipality]**

**[Retailer]** \_\_\_\_\_

**Per:** \_\_\_\_\_

**Name: Marion Vanoni**  
**Title: Director of Finance & Systems**

**Per:** \_\_\_\_\_

**Name: [•]**  
**Title: [•]**

<b>ENMAX Power Corporation</b>	
<b>APPROVED:</b>	
<b>As to Content</b>	
<b>As to Form</b>	