



## **ENMAX Power Corporation**

**2023 Cost-of-Service Compliance Filing and  
2023 Distribution Rates**

**December 13, 2022**

**Alberta Utilities Commission**

Decision 27651-D01-2022

ENMAX Power Corporation

2023 Cost-of-Service Compliance Filing and 2023 Distribution Rates

Proceeding 27651

December 13, 2022

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**Contents**

**1 Decision summary ..... 1**

**2 Introduction and background ..... 2**

**3 Compliance with Decision 26617-D02-2022 ..... 3**

**4 2023 rate adjustments..... 4**

**4.1 Y factor deferral accounts ..... 4**

**4.2 AESO contribution hybrid deferral account ..... 5**

**4.3 K-bar factor true-up ..... 6**

**4.4 Forecast billing determinants ..... 6**

**5 2021 TACDA true-up ..... 7**

**5.1 Total net true-up amount..... 7**

**5.2 TAC rider rate and effective period ..... 9**

**5.3 Inclusion of TACDA true-up in the annual PBR rate adjustment filings ..... 10**

**6 2023 rates ..... 10**

**6.1 System access service rates ..... 10**

**6.2 2023 distribution rates ..... 11**

**7 Terms and conditions of service and other rate schedules..... 13**

**8 Order ..... 14**

**Appendix 1 – Proceeding participants ..... 15**

**Appendix 2 – Summary of Commission directions..... 16**

**Appendix 3 – 2023 interim rate schedules ..... 17**

**Appendix 4 – Customer T&Cs..... 18**

**Appendix 5 – Retailer T&Cs..... 19**

**List of tables**

**Table 1. Summary of Y factor adjustments ..... 4**

**Table 2. Components of the applied-for 2021 TACDA true-up TAC rider ..... 7**

**Table 3. True-up amounts and proposed TAC rider rate by rate class ..... 9**

**Table 4. Bill impacts of ENMAX’s 2023 rates ..... 12**

## **1 Decision summary**

1. In this decision, the Alberta Utilities Commission considers ENMAX Power Corporation's compliance with Decision 26617-D02-2022,<sup>1</sup> and its resulting 2023 distribution rates. For the reasons that follow, the Commission has determined that:

- ENMAX complied with Decision 26617-D02-2022 and therefore, the Commission approves the resulting 2023 forecast revenue requirement.
- ENMAX's 2023 distribution rates, options and riders, and corresponding rate schedules as set out in [Appendix 3](#), are approved on an interim basis, effective January 1, 2023. These rates will remain interim pending finalization of all outstanding placeholders (such as 2022 actual closing rate base).
- The 2021 annual transmission access charge deferral account (TACDA) true-up amount is approved as filed, to be collected by way of the Transmission Adjustment Rider (TAR), effective January 1, 2023.
- ENMAX's distribution tariff terms and conditions (T&Cs), comprising customer ([Appendix 4](#)) and retailer ([Appendix 5](#)) components, are approved on a final basis, effective January 1, 2023.
- Finalization of ENMAX's interim 2021 performance-based regulation (PBR) rates based on the calculation of its 2021 going-in revenue and K-bar amounts is approved.
- ENMAX shall apply 2023 cost-of-service (COS) inflation escalator of 2.68 per cent for the purposes of calculating its 2023 fees and submit the revised fee schedule as a post-disposition document in the present proceeding by December 19, 2022.
- Determinations regarding the setting of 2023 maximum investment levels (MILs) will be made under Proceeding 27658, Residential standards of service and MILs. The Commission makes no findings in regard to ENMAX's MILs in this decision.

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<sup>1</sup> Decision 26617-D02-2022: ENMAX Power Corporation, EPCOR Distribution & Transmission Inc., 2023 Cost-of-Service Review – Reasons for Approval of Negotiated Settlements, Proceeding 26617, July 28, 2022.

## 2 Introduction and background

2. Since 2013, rates for the electric and natural gas distribution utilities under the Commission's jurisdiction have been set under performance-based regulation (PBR).<sup>2</sup> PBR plans applied to the four large electric distribution facility owners (DFOs): FortisAlberta Inc., ENMAX Power Corporation, and EPCOR Distribution & Transmission Inc.; and the two large natural gas DFOs: ATCO Gas and Pipelines Ltd., and Apex Utilities Inc.

3. Under the PBR plans that ran from 2013 to 2017 (PBR1<sup>3</sup>) and 2018 to 2022 (PBR2<sup>4</sup>), each utility's rates (or revenue-per-customer in the case of gas DFOs) were adjusted annually by means of an indexing mechanism that tracked the rate of inflation (I factor), less an offset to reflect the productivity improvements each DFO was expected to achieve during the PBR plan period (X factor), plus other specific adjustments. These other adjustments included the ability to flow-through certain costs that should be recovered from, or refunded to, customers directly (Y factors), and an adjustment to account for the effect of exogenous and material events for which the distribution utility has no other reasonable cost recovery or refund mechanism within the PBR plan (Z factor). As well, K and K-bar factor adjustments served to provide supplemental capital funding. As a result, with the exception of specifically approved adjustments, during a PBR term, a utility's revenues were no longer linked to its costs. This decoupling of costs and revenues was intended to promote behaviours that increase productivity and decrease costs.

4. At the end of the PBR2 plan, each DFO's costs and revenues were realigned through a "rebasings" process<sup>5</sup> that involved a one-year COS review based on 2023 forecast costs. Under the COS regulatory framework, a regulator first determines the total amount of money required by a utility to provide its regulated services in a year. This is referred to as the revenue requirement, and it is made up of the total annual operation and maintenance (O&M) and administrative expenses of the company plus the utility's capital-related costs (depreciation, interest on debt, and return on equity). Rates are then established by dividing the revenue requirement for each customer class by the billing units (such as the monthly charge, or dollars per kilowatt hour (kWh)).

5. For ENMAX and EPCOR, the 2023 rebasing considered by way of a negotiated settlement agreement (NSA). The Commission issued Decision 26617-D01-2022<sup>6</sup> approving the NSA, and Decision 26617-D02-2022 providing reasons on doing so, as well as instructing ENMAX and EPCOR on additional filings required for this proceeding.

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<sup>2</sup> Until 2015, ENMAX Power Corporation was regulated under a different form of PBR, a 2007-2013 formula-based ratemaking plan followed by cost-of-service rebasing in 2014.

<sup>3</sup> Decision 2012-237: Rate Regulation Initiative, Distribution Performance-Based Regulation, Proceeding 566, Application 1606029-1, September 12, 2012.

ENMAX was under formula-based ratemaking (FBR, a form of PBR) from 2007 to 2013. 2014 was a COS rebasing year, after which ENMAX joined the other utilities in their PBR plan from 2015 to 2017. At the time of this decision, ENMAX is regulated under the 2018-2022 PBR plan. For DFOs other than ENMAX, the first term took place from 2013 to 2017, followed by the current 2018-2022 PBR term.

<sup>4</sup> Decision 20414-D01-2016 (Errata), 2018-2022 Performance-Based Regulation Plans for Alberta Electric and Gas Distribution Utilities, February 6, 2017.

<sup>5</sup> As explained in Decision 20414-D01-2016 (Errata), paragraph 26, depending on the context, the word "rebasings" can be used as a noun (the process of rebasing); an adjective (the rebasing process); or as a verb (the process involves rebasing costs and revenues).

<sup>6</sup> Decision 26617-D01-2022: ENMAX Power Corporation, EPCOR Distribution & Transmission Inc., 2023 Cost-of-Service Review, Proceeding 26617, June 20, 2022.

6. In Decision 26617-D02-2022, the Commission also determined that the 2023 rates, established as a result of the 2023 COS review, will be used as “going-in rates” for the next PBR term, referred to as PBR3, that will commence on January 1, 2024.

7. In Decision 26617-D02-2022, ENMAX and EPCOR were also required to include, in their respective compliance filings, the calculation of 2023 rates based on the approved revenue requirement. Each utility was directed to include the following information that typically accompanies the calculation of rates in the compliance filings:

- 2023 billing determinant forecast reflective of the last approved Phase 2 methodologies and most recent data.
- 2023 distribution tariff based on the approved revenue requirement and the associated bill impact analysis.
- Terms and conditions of service for 2023 for approval.
- A true-up of the prior approved deferral accounts such as the amounts included in the Y factor and 2021 TACDA true-up.
- All currently approved deferral accounts and rate riders, which shall continue to be applied in 2023. The differences between forecast and actual costs for amounts in these accounts will subsequently be trueed up in the annual PBR rate adjustment filings.
- Any other items required to support the proposed 2023 distribution tariff.

8. The Commission has reviewed the entire record in coming to this decision; lack of reference to a matter addressed in evidence or argument does not mean that it was not considered.

### **3 Compliance with Decision 26617-D02-2022**

9. In Decision 26617-D02-2022, the Commission ordered ENMAX to revise its applied-for 2023 revenue requirement to reflect the Commission’s approval of the NSA.

10. In Proceeding 26617, ENMAX requested a 2023 distribution access service (DAS) COS forecast revenue requirement of \$299.8 million, which included an operations and maintenance (O&M) forecast of \$105 million, a capital revenue requirement forecast of \$199.1 million, and forecast revenue offsets decreasing the total revenue requirement forecast by \$5.2 million. As part of the NSA ENMAX entered into in Proceeding 26617, ENMAX agreed to a global reduction to O&M totalling \$9.85 million, and a reduction to capital adjustments of \$200,000,<sup>7</sup> for a total of \$10.05 million in reductions to the applied-for 2023 revenue requirement.<sup>8</sup> The ENMAX settlement also includes increases for inflation of \$1.41 million and cost of debt of

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<sup>7</sup> A reduction of \$4.3 million in capital additions resulted in a reduction of \$200,000 in capital adjustments.

<sup>8</sup> Exhibit 26617-X0220, EPC Negotiated Settlement Application, PDF pages 9-13, paragraphs 30-36.

\$2.3 million,<sup>9</sup> which reflected the most recent information available.<sup>10</sup> DAS rates are based on a distribution revenue requirement of \$293.46<sup>11</sup> million in 2023 as a result of the NSA.<sup>12</sup>

11. The Commission finds that ENMAX complied with the requirements of that decision in the formulation of its application. The Commission, therefore, approves the resulting 2023 forecast revenue requirement of \$291.75 million. The specific calculations of rates and formulations of the factors incorporated into ENMAX's 2023 rates are discussed in the following sections.

#### 4 2023 rate adjustments

12. This proceeding was designed to be the compliance filing to Decision 26617-D02-2022 and to determine rates for 2023, based on the revenue requirement resulting from the approvals in that decision. The Commission has reviewed the rate adjustment aspect of this application in much the same way as it has done in past annual PBR rate adjustment filings.

##### 4.1 Y factor deferral accounts

13. Under PBR, Y factor includes costs that do not qualify for capital treatment or Z factor treatment and the Commission considers should be directly recovered from customers or refunded to them. ENMAX applied for the inclusion of the Y factor amounts in its 2023 rates as these cost items continue to be subject to the previously established deferral account treatment in the 2023 COS year.

14. A summary of the proposed Y factor amounts is shown in Table 1:

**Table 1. Summary of Y factor adjustments<sup>13</sup>**

| Item  | 2023 Forecast <sup>14</sup> | 2022 True-up <sup>15</sup> | 2023 Y Adjustment required |
|---|-----------------------------|----------------------------|----------------------------|
|   | (\$ million)                |                            |                            |
| AESO [Alberta Electric System Operator] Load Settlement | 0.20                        | (0.02)                     | 0.18                       |
| Hearing Costs for Interveners                           | -                           | (0.11)                     | (0.11)                     |
| AUC Administration Fee                                  | 1.50                        | (0.19)                     | 1.31                       |
| Carrying Costs <sup>16</sup>                            | -                           | (0.02)                     | (0.02)                     |
| <b>2023 Y factor Adjustment Required</b>                | <b>1.70</b>                 | <b>(0.34)</b>              | <b>1.36</b>                |

Note: This table does not include the Y factor costs that are recovered by way of separate riders or rates (such as transmission access costs).

15. The Commission approves the inclusion of the applied-for Y factor amounts in 2023 rates as these amounts are treated under long-standing, approved deferral accounts for ENMAX. The

<sup>9</sup> Proceeding 26617, Exhibit 26617-X0220, EPC Negotiated Settlement Application, PDF pages 13-14, paragraphs 37-40.

<sup>10</sup> Proceeding 26617, Exhibit 26617-X0221, Appendix C – NSA Continuity and Adjustment Calculations, tab Adjustment 6, line 7, and Adjustment 7, line 5.

<sup>11</sup> Total revenue requirement is subject to rounding

<sup>12</sup> Proceeding 27653, Exhibit 27653-X0002, application, paragraph 60.

<sup>13</sup> Exhibit 27651-X0007, Appendix 5, Schedule 9.0

<sup>14</sup> Exhibit 27651-X0002, application, Table 9.1 2023 Y Factors, PDF page 26.

<sup>15</sup> Exhibit 27651-X0002, application, Table 7.1 2022 Y Factor True-ups, PDF page 15.

<sup>16</sup> Exhibit 27651-X0007, Appendix 5, Schedule 10.0

Commission reviewed the calculations of forecast and true-up components of the 2023 Y factor and finds them to be accurate and consistent with previously approved methodologies.

#### 4.2 AESO contribution hybrid deferral account

16. ENMAX's AESO Contributions Program recognizes the cost of contributions paid to the AESO for the construction of transmission facilities to supply load growth in ENMAX's distribution area, the final costs of which are subject to review and approval by the Commission.

17. In Decision 24875-D01-2019,<sup>17</sup> the Commission approved ENMAX's request to implement the treatment of its AESO contribution amounts similar to the hybrid deferral account approach approved for Fortis in Decision 23505-D01-2018.<sup>18</sup> Projects that received permit and licence prior to December 31, 2017, were afforded deferral account treatment provided "that the Commission has approved the need, scope, level, timing and associated costs for the project as part of a capital tracker review."<sup>19</sup> ENMAX was directed to reflect annual adjustments to customer rates resulting from application of the hybrid deferral account approach as part of its annual PBR rate adjustment filings during the 2018-2022 PBR term.

18. In Decision 26061-D01-2021,<sup>20</sup> the Commission determined that AESO customer contributions made by DFOs for new<sup>21</sup> projects are not eligible for ENMAX's hybrid deferral account treatment for the AESO Contributions Program. Consequently, ENMAX did not include any of the AESO contributions incurred subsequent to April 23, 2021, in the AESO Contributions Hybrid Deferral Accounting Test.

19. ENMAX requested a 2021 deferral account true-up refund of \$0.07 million and a 2022 deferral account true-up refund of \$1.05 million for a total adjustment for the AESO Contribution Hybrid Deferral Account of \$1.19 million, including associated carrying costs.<sup>22</sup>

20. No party objected to ENMAX's proposed refund of \$1.19 million for the AESO Contributions Hybrid Deferral amount or the proposed refund of \$0.08 million in associated carrying costs.

21. The Commission has assessed the amounts included in ENMAX's applied-for AESO Contributions Hybrid Deferral amount and finds that they were calculated appropriately and in compliance with previous Commission decisions. The Commission has also reviewed ENMAX's carrying costs and finds that they are properly calculated and consistent with the applicable provisions of Rule 023: *Rules on Costs in Utility Rate Proceedings*. Accordingly, the Commission approves the applied-for AESO Contributions Hybrid Deferral refund of \$1.1 million and associated carrying costs of \$0.08 million, as filed.

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<sup>17</sup> Decision 24875-D01-2019: ENMAX Power Corporation, 2020 Annual Performance-Based Regulation Rate Adjustment, Proceeding 24875, December 16, 2019.

<sup>18</sup> Decision 23505-D01-2018: Commission-Initiated Review and Variance of Decision 22741-D01-2018, Proceeding 23505, November 7, 2018.

<sup>19</sup> Decision 23505-D01-2018, paragraph 2.

<sup>20</sup> Decision 26061-D01-2021: Commission-Directed Examination of Distribution Facility Owner Payments under the Independent System Operator Tariff Customer Contribution Policy, Proceeding 26061, April 23, 2021.

<sup>21</sup> All costs incurred post April 23, 2021.

<sup>22</sup> 2021 and 2022 Hybrid Deferral Account carrying costs of \$0.08 million.



### 4.3 K-bar factor true-up

22. K-bar funding provides incremental Type 2 capital funding to supplement the revenues generated under the I-X mechanism.<sup>23</sup> Consistent with directions set out in Decision 20414-D01-2016 (Errata), ENMAX adjusted its 2021 and 2022 K-bar calculations to reflect the actual 2021 cost of debt. This adjustment results in a 2021 K-bar true-up refund of \$0.86 million, a 2022 K-bar true-up refund of \$0.90 million and associated carrying costs refund of \$0.10 million.<sup>24</sup>

23. The Commission approves ENMAX's K-bar true-up amount of \$1.9 million, including carrying costs, to be refunded in 2023. No party objected to this amount. The 2022 K-bar will be subject to a further true-up for the 2022 actual cost of debt.

### 4.4 Forecast billing determinants

24. Forecast billing determinants are used to allocate a DFO's revenue requirement to rate classes and to calculate the resulting rate adjustments, and are also used in performing the annual use-per-customer adjustments for gas distribution utilities.

25. In the application, ENMAX provided detailed 2023 billing determinant forecasts.<sup>25</sup> ENMAX submitted that its forecast 2023 billing determinants were based on the same methodology approved in Decision 23355-D02-2018<sup>26</sup> and that the forecasting methodology is based on regression models using independent variables that forecast energy consumption and site additions.

26. In Decision 26844-D01-2021,<sup>27</sup> the Commission directed ENMAX to continue to provide information on any variances from forecast to actual billing determinants by rate class and identify the cause of variances larger than  $\pm$  five per cent on an annual basis.<sup>28</sup> There were variances larger than  $\pm$  five per cent for the residential, small commercial, medium commercial, large commercial – secondary and large distributed generation rate class. ENMAX provided variance explanations for these rate classes.<sup>29</sup>

27. The Commission is satisfied by ENMAX's variance explanations for these rate classes. In particular, the Commission accepts that increased energy consumption for many rate classes was a result of consequences from the COVID-19 pandemic. Such occurrences do not generally call into question the predictive value of the methodology used to generate such forecasts. The Commission directs ENMAX to continue to provide information on any variances from forecast to actual billing determinants by rate class and to identify the cause of variances larger than  $\pm$  five per cent on an annual basis.

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<sup>23</sup> Decision 22394-D01-2018: Rebasings for the 2018-2022 PBR Plans for Alberta Electric and Gas Distribution Utilities, First Compliance Proceeding, Proceeding 22394, February 5, 2018, paragraph 167.

<sup>24</sup> Exhibit 27651-X0002, application, paragraph 43. ENMAX provided details of the calculations in appendixes 2 and 5.

<sup>25</sup> Exhibit 27651-X0007, Appendix 5, Schedule 4.0.

<sup>26</sup> Decision 23355-D02-2018: Rebasings for the 2018-2022 Performance-Based Regulation Plans for Alberta Electric and Gas Distribution Utilities, Second Compliance Proceeding, Proceeding 23355, October 10, 2018.

<sup>27</sup> Decision 26844-D01-2021: ENMAX Power Corporation, 2022 Annual Performance-Based Regulation Rate Adjustment, Proceeding 26844, December 3, 2021.

<sup>28</sup> Decision 26844-D01-2021, paragraph 40.

<sup>29</sup> Exhibit 27651-X0008, Appendix 6.

28. Based on its review and assessment of ENMAX's methodology and billing determinants in this proceeding, the Commission finds that the methodology and the resulting 2023 forecast billing determinants are reasonable. Accordingly, the billing determinant forecast is approved as filed.

## 5 2021 TACDA true-up

29. All electric distribution utilities accessing the electric transmission system in the province are charged by the AESO for transmission services provided in relation to customers in their service areas. The purpose of the annual TACDA true-up is to ensure that revenues collected through a distribution utility's transmission access charges in a year recover the AESO tariff charges paid by the utility in that year.

30. In PBR plans, as a dollar-for-dollar flow-through of the AESO tariff charges, TACDA costs were eligible for Y factor treatment. The same treatment is extended to the 2023 COS year. The utility does not assume any volume or price risk, but also does not earn any return, nor risk losses, in flowing through these costs to customers.

31. The annual TACDA true-up schedules are based on the harmonized framework approved by the Commission for all four distribution utilities in Decision 3334-D01-2015.<sup>30</sup> ENMAX's 2020 TACDA true-up was approved in Decision 27042-D01-2021.<sup>31</sup>

### 5.1 Total net true-up amount

32. ENMAX applied for a net 2021 TACDA collection of \$8.82 million from customers. The components of the total true-up amount applied for are listed in Table 2 and are further described in this section:

**Table 2. Components of the applied-for 2021 TACDA true-up TAC rider**

| Component   | True-up amount collection/(refund) (\$ million) | Methodology to attribute the true-up amount to rate classes   |
|---|---|---|
| 2019 TAC deferral account true-up                       | 1.88  | Determined as the difference between the amount approved for collection or refund by rate class and the amount actually collected or refunded for each rate class.                              |
| 2021 SAS deferral true-up                               | 7.48  | AESO costs are allocated to rate classes using ENMAX's Phase 2 cost-of-service methodology underlying its SAS rates.  |
| 2021 AESO deferral account reconciliation (DAR) true-up | (1.27)  | Allocated to the rate classes in proportion to the actual 2021 energy consumed by rate class.   |
| 2021 Balancing Pool true-up                             | 0.03  | Allocated to rate classes in proportion to the actual 2021 energy consumption by rate class.  |
| Carrying costs  | 0.69  | Allocated to the rate classes in proportion to their deferral balances (for which carrying costs have been assessed) allocated to them in the preceding components of this true-up calculation. |
| <b>Total collect/(refund)</b>                           | <b>8.82</b>                                     | <b>Calculated as the sum of all items</b>   |

Source: Exhibit 27651-X0002, application, Table 8-1.

<sup>30</sup> Decision 3334-D01-2015: Commission-Initiated Review, Electric Transmission Access Charge Deferral Accounts – Annual Applications, Proceeding 3334, Application 1610728-1, July 21, 2015.

<sup>31</sup> Decision 27042-D01-2021: ENMAX Power Corporation, Compliance Filing to Decision 26589-D01-2021 and Decision 26844-D01-2021, Proceeding 27042, December 21, 2021, paragraph 13.

33. The deferral account rider true-up ensures that the amounts actually collected or refunded through a previously approved rider equal the amounts approved by the Commission. In 2021, ENMAX was approved to refund \$19.91 million through TAC rider.<sup>32</sup> The actual refund was \$21.79 million, necessitating a further collection of \$1.88 million.

34. The SAS deferral true-up ensures the actual transmission access revenues received from SAS rates and related quarterly riders equals the actual transmission costs incurred. ENMAX's total 2021 transmission access revenues for distribution-connected customers, including revenues received through its quarterly TACDA true-up riders, amounted to \$337.04 million which, compared to total costs of \$344.52 million, results in a required collection of \$7.48 million.

35. The AESO DAR deals with any variances between the actual costs the AESO incurs and the revenues it receives to ensure that "... on an annual basis, no profit or loss results from its operation."<sup>33</sup> Any such variances are refunded to, or recovered from, market participants by way of the AESO DAR, typically undertaken on an annual basis. The distribution utilities flow through these collections or refunds to customers in their service areas. The Commission approved the AESO's 2021 DAR in Decision 27547-D01-2022.<sup>34</sup> The reconciliation will result in a \$1.27 million refund to ENMAX's customers.

36. ENMAX's Balancing Pool true-up ensures that its Balancing Pool refund to, or collection from, its customers matches its settlement with the AESO.<sup>35</sup> In 2021, the AESO collected \$21.73 million from ENMAX. Due to differences between forecast and actual billing determinants, ENMAX collected \$21.70 million from its customers in 2021, necessitating a collection of \$0.03 million.

37. ENMAX calculated carrying costs on outstanding amounts related to the true-up balances in accordance with Rule 023.<sup>36</sup> The rate used was the Bank of Canada's target for overnight interest rates plus 1.75 per cent.<sup>37</sup> ENMAX complied with the Commission's direction from Decision 25778-2020 and excluded the 2021 AESO DAR from the calculation and allocation of carrying costs. The total carrying costs amounted to a \$0.69 million collection from customers.

38. ENMAX's application and schedules are consistent with the harmonized framework approved by the Commission in Decision 3334-D01-2015. The Commission finds the amounts comprising the 2021 annual TACDA true-up to be reasonable. The Commission also finds the assignment of the individual components of the 2021 TACDA true-up to rate classes to be

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<sup>32</sup> Decision 25778-D1-2020: ENMAX Power Corporation, 2019 Annual Transmission Access Charge Deferral Account True-Up, Proceeding 25778, November 20, 2020, paragraph 24.

<sup>33</sup> Under Section 14(3) of the *Electric Utilities Act*.

<sup>34</sup> Decision 27547-D01-2022: Alberta Electric System Operator, 2021 Deferral Account Reconciliation, Proceeding 27547, August 18, 2022.

<sup>35</sup> Under Section 82 of the *Electric Utilities Act*, each year the Balancing Pool is required to forecast its revenues and expenses to determine any excess or shortfall of funds. Based on this forecast, the Balancing Pool determines an annualized amount that will be refunded to, or collected from, electricity consumers over the year "... so that no profit or loss results, after accounting for the annualized amount under section 82(7) as a revenue or expense of the Balancing Pool." This amount, known as the consumer allocation, applies to all market participants who receive SAS from the AESO and is recovered through Rider F of the AESO tariff. The consumer allocation is based on the amount of electric energy consumed annually. In 2021, the Balancing Pool charged a consumer allocation of \$2.20 per megawatt hour (MWh), which was unchanged in 2022.

<sup>36</sup> Rule 023 applies as the lag in the implementation of the refund exceeds 12 months and the revenue amount is sufficient per Section 3(2)(c) to warrant the awarding of carrying costs.

<sup>37</sup> Exhibit 27651-X0024, Appendix 22, Schedule 7.0.

consistent with previously approved methodologies and reasonable in the circumstances. Accordingly, the Commission approves a net collection of \$8.82 million set out in Table 2 of this decision.

## 5.2 TAC rider rate and effective period

39. ENMAX proposed to apply the 2021 annual TACDA true-up by way of a TAC rider. To smooth rates over time and promote rate stability, ENMAX proposed the TAC rider to be in effect over a 12-month period from January 1, 2023, to December 31, 2023.<sup>38</sup>

40. ENMAX calculated the TAC rider by summing the 2021 TACDA true-up components and related carrying costs by rate class and dividing these amounts by the 2023 forecast billing determinants. The resulting true-up amounts and the proposed TAC rider rate are set out in the table below:

**Table 3. True-up amounts and proposed TAC rider rate by rate class**

| Rate class                   | Total true-up (\$) | Rider rate (\$/kWh) |
|------------------------------|--------------------|---------------------|
| Residential                  | 2,702,774          | 0.000853            |
| Small Commercial             | (537,637)          | (0.000949)          |
| Medium Commercial            | 4,345,766          | 0.003256            |
| Large Commercial - Secondary | 300,932            | 0.000122            |
| Large Commercial - Primary   | 1,525,054          | 0.000963            |
| Street Lights                | 481,113            | 0.009076            |
| <b>Total</b>                 | <b>8,818,002</b>   |                     |

Source: Exhibit 27651-X0024, Appendix 22, Schedule 1.0.

41. As shown in Table 3, while the net true-up amount results in a collection across individual rate classes, the TAC rider will result in either a collection or refund from customer classes. This is due to the relative size of the components of the true-up amounts. In Section 6 of this decision, the Commission assesses the total bill impact of ENMAX's 2023 rates, including the TAC rider.

42. In its application, ENMAX noted that it has implemented improvements to its billing system to address past calculation errors and issues with accounting oversight. This change enables ENMAX to source revenue invoiced to customers and related consumption directly from its billing system for the purposes of calculating TACDA true-up balances. This contrasts with previous applications where ENMAX calculated TACDA-related revenue by multiplying the approved rates by actual consumption data.<sup>39</sup> The Commission notes that this practice is consistent with other DFOs,<sup>40</sup> and considers that it will provide further rigour to ENMAX's TACDA true-up calculation.

<sup>38</sup> Exhibit 27651-X0002, application, paragraph 66.

<sup>39</sup> Exhibit 27651-X0002, application, paragraph 64.

<sup>40</sup> Exhibit 27651-X0032, EPC-AUC-2022OCT21-001(a).

### 5.3 Inclusion of TACDA true-up in the annual PBR rate adjustment filings

43. In previous decisions, the Commission found that including TACDA true-up applications as part of the annual PBR rate adjustment filings is effective in enhancing regulatory efficiency and reducing administrative burden.

44. In 2023, there will not be an annual PBR rate adjustment filing as the parameters of the PBR3 plans are currently considered in Proceeding 27388. As such, the Commission directs ENMAX to include its 2022 TACDA true-up as part of a proceeding to establish the January 1, 2024, rates (such as a compliance filing to Proceeding 27388).

45. Subject to the outcome of Proceeding 27388 to establish the parameters of the PBR3 plan (including the issue of when annual rate changes will occur), the Commission directs ENMAX to continue including the annual TACDA true-up in its future annual PBR rate adjustment filings, starting with the 2025 annual PBR rate adjustment filing.

## 6 2023 rates

46. In this section the Commission must assess how system access service (SAS) charges and distribution access service (DAS) charges are collected through distribution rates. These individual components will be recovered by ENMAX's distribution tariff – through its distribution rates, SAS rates and rate riders. The Commission also evaluates the resulting bill impacts.

### 6.1 System access service rates

47. In its application, ENMAX requested approval of its 2023 SAS rates, to be effective January 1, 2023. ENMAX's proposed 2023 SAS rates reflect its latest forecast of AESO volumes and prices. The volume forecast was prepared using its previously approved method; the price forecast relied on the AESO's 2023 Independent System Operator tariff structure and rates provided by the AESO in Proceeding 27777.

48. As a result, the SAS payments forecast for distribution-connected customers is \$379.8 million for 2023.<sup>41</sup> This increase in SAS revenue requirement is expected to increase the SAS component of a typical residential customer's bill from \$24.23/month to \$26.31/month, an increase of 8.58 per cent.<sup>42</sup>

49. Additionally, ENMAX applied for approval of its 2023 Balancing Pool adjustment rider to align with the AESO's Rider F rate of \$2.20/MWh approved in Decision 26979-D01-2021.<sup>43</sup> This value is unchanged from 2022.

50. No intervenor objected to ENMAX's calculation of its 2023 SAS rates or Balancing Pool adjustment rider.

51. In its argument, the Office of the Utilities Consumer Advocate (UCA) noted its concern regarding the SAS rate reconciliation process. The UCA stated that the current process does not

<sup>41</sup> Exhibit 27651-X0021.01, Appendix 19 – SAS rates, Schedule 2.3.

<sup>42</sup> Exhibit 27651-X0011.01, Appendix 9 – Typical bill, Schedule 2.0.

<sup>43</sup> Decision 26979-D01-2021: Alberta Electric System Operator, 2022 Balancing Pool Consumer Allocation – Rider F, Proceeding 26979, November 24, 2021.

adequately reflect changes in circumstances and results in unnecessary over- and under-collections. Further, if actual consumption at the meter is known at the end of each quarter, the UCA stated that the actual consumption should be incorporated into the subsequent true-up proceeding.<sup>44</sup>

52. ENMAX responded to the UCA's argument by noting that the variability described results due to volume differences. Volume differences are largely a result of the weather deviating from normal in a given month or quarter (i.e., warmer or cooler than normal weather). However, ENMAX explained that variability of quarterly deferral account balances and associated true-ups does not indicate a process flaw. The deferral accounts are specifically intended to deal with circumstances where there is uncertainty regarding the accuracy of forecast amounts and where factors affecting the forecast are beyond a utility's control. The fact that SAS deferral account true-ups are variable quarterly does not in itself indicate a flaw in the forecasting process or warrant an investigation into the forecasting methodology. ENMAX submitted that one of the factors that mitigates quarterly variability of the quarterly rider is that volume variances are trued up annually, not quarterly.<sup>45</sup>

53. The Commission has reviewed ENMAX's calculations of its proposed 2023 SAS rates and the underlying assumptions, and finds them to be reasonable and consistent with its past SAS rate proposals. The Commission accepts ENMAX's explanation that the volume difference is mainly a result of weather fluctuation. The Commission also notes that such differentiation is ultimately trued up to actual volumes by way of an annual TACDA application from ENMAX. Therefore, the Commission approves the proposed 2023 SAS rates as filed.

## 6.2 2023 distribution rates

54. In Section 3, the Commission approved the distribution revenue requirement negotiated in Decision 26617-D02-2022. In this decision, the Commission also approved other components of ENMAX's distribution rates: the 2021 TACDA true-up, Balancing Pool rider, Y factor and K-bar true-up amounts.

55. ENMAX provided bill impact schedules reflecting the 2023 rates, including all components of its distribution tariff that ENMAX proposed to go into effect on January 1, 2023. These are summarized in Table 4.

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<sup>44</sup> Exhibit 27651-X0035, UCA argument, paragraph 8.

<sup>45</sup> Exhibit 27651-X0037, ENMAX reply argument, paragraph 6.

**Table 4. Bill impacts of ENMAX's 2023 rates**

| Rate class description                 | Typical bill change – December 2022 to January 2023 |        |                                     |       |
|--|---|--------|-------------------------------------|-------|
|  | Distribution and SAS charges<br>(Note 1)            |        | Total charges (bundled)<br>(Note 2) |       |
|  | (\$)  | (%)    | (\$)                                | (%)   |
| Residential Rate – D100                | 7.66  | 15.6   | 8.51                                | 5.0   |
| Small Commercial Rate – D200           | (0.07)  | 0.0    | (0.08)                              | 0.0   |
| Medium Commercial Rate – D300          | 84  | 11.8   | 93                                  | 3.6   |
| Large Commercial-Secondary Rate – D310 | 1,392   | 8.7    | 1,547                               | 2.4   |
| Large Commercial-Primary Rate – D510   | (2,162)   | (5.3)  | (2,403)                             | (1.4) |
| Streetlighting Rate – D500             | (0.81)  | (10.1) | (0.90)                              | (3.6) |

Source: Exhibit 27651-X0011.01, Appendix 9, Typical Bill Impacts.

Note 1: Distribution and SAS charges, excluding riders, retail, energy and local access fee charges.

Note 2: All charges, comprising transmission and distribution base rates including TAC Rider as discussed below: Balancing Pool Rider, retail, energy and local access fee charges.

56. The bill impact on a total bundled bill (i.e., inclusive of distribution, SAS, rate riders, retail, energy and local access fee charges) from ENMAX's proposed 2023 rates is under 10 per cent for all rate classes.

57. The Commission accepts the general principles and methodologies used by ENMAX for calculating its 2023 rates. The Commission also accepts the bill impacts that result, as shown in Table 4. This is because ENMAX has calculated its 2023 rates consistent with the practices and methodologies previously approved by the Commission, including over the course of the 2018-2022 PBR term. In addition, the total bill impacts on all rate classes are significantly less than 10 per cent and do not result in rate shock.

58. Prior to the issuance of this decision, in Disposition 27849-D01-2022<sup>46</sup> the Commission approved the Q1 2023 SAS Deferral Rider S for ENMAX, resulting in further changes to customer bills.<sup>47</sup> However, these changes do not affect the Commission's conclusions in this decision regarding the bill impact of the 2023 rates.

59. For the reasons set out above, the Commission approves ENMAX's 2023 rates, as provided in Exhibit 27651-X0010.01, on an interim basis, effective January 1, 2023. These rates will remain interim until all remaining placeholders (such as the 2022 actual rate base and ENMAX's common cost allocations currently considered in ENMAX's 2023-2025 transmission general tariff application<sup>48</sup>) have been determined by the Commission. These 2023 rates will be finalized following such approvals and any required true-up adjustments will be made in accordance with directions subsequently provided by the Commission.

<sup>46</sup> Disposition 27849-D01-2022: ENMAX Power Corporation, Q1 2023 Quarterly AESO DTS Deferral Account Rider, Proceeding 27849, December 12, 2022.

<sup>47</sup> Proceeding 27033, Exhibit 27033-X0004, Appendix C-13. Please note that these bill impacts also assume a different energy price for estimating the total bill.

<sup>48</sup> Proceeding 27581, ENMAX Power Corporation 2023-2025 Transmission General Tariff application.

## 7 Terms and conditions of service and other rate schedules

60. As part of the application, ENMAX proposed to adjust its maximum investment levels (MILs) and fee schedule levels by I-X.<sup>49</sup>

61. The Commission is making no determinations regarding 2023 MILs in this decision. Any decisions regarding 2023 MILs will be issued through Proceeding 27658.

62. Regarding fees, the Commission finds that the I-X index from the PBR2 plan is not applicable for an intervening 2023 COS year. The Commission finds it is reasonable to escalate ENMAX's fees using the 2023 COS inflation escalator. Doing so is consistent with the overall COS approach to rebasing. Since ENMAX's rebasing process was subject to a negotiated settlement, the Commission did not review and approve a single inflation escalator for ENMAX. In Decision 26615-D01-2022, the Commission reviewed in depth and approved COS inflation escalators for Fortis and ATCO Electric based on each DFO's actual or forecast salary increases and the forecast Alberta Consumer Price Index (CPI). After revisions directed in Decision 26615-D01-2022, the Commission approved COS inflation escalators of 2.68 per cent for both ATCO Electric and Fortis. Given that all DFOs face similar inflationary pressures captured by the Alberta CPI, and based on the Commission's observation that the 2023 salary escalations of all four electric DFOs are within a similar range,<sup>50</sup> the Commission finds it reasonable to apply the same 2023 COS inflation escalator of 2.68 per cent for the purposes of calculating ENMAX's 2023 fees.

63. The Commission directs ENMAX to recalculate its 2023 fees using the COS inflation escalator of 2.68 per cent and to submit the revised fee schedule as a post-disposition document in the present proceeding by December 19, 2022.

64. ENMAX did not propose any material changes to its T&Cs; however, it proposed changes to correct a typographical error, related to a section reference found in Section 10.5 (Rejection of Application). ENMAX also updated the effective dates in both its distribution tariff Customer Terms and Conditions and Retailer Terms and Conditions.<sup>51</sup> The Commission approves the customer T&Cs and retailer T&Cs, reproduced in appendixes 4 and 5, respectively, to this decision.

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<sup>49</sup> Exhibit 27651-X0002, application, paragraphs 34.

<sup>50</sup> Decision 26615-D01-2022, Table 9 (ATCO 2.75% union/non-union blended) and Table 10 (Fortis labour escalator 2.5%); Exhibit 26617-X0221, ENMAX 2023 COS review application, Appendix C - NSA Continuity and Adjustment Calculations, tab "Adjustment 3," line 14 (2023 labour escalation of 2.48%).

<sup>51</sup> Exhibit 27651-X0002, application, paragraph 31.



**8 Order**

65. It is hereby ordered that:

- (1) ENMAX's 2023 rates, options, riders and corresponding rate schedules as set out in Appendix 3 are approved on an interim basis, effective January 1, 2023. These rates will remain interim pending finalization of all outstanding placeholders.
- (2) ENMAX's Customer and Retailer Terms and Conditions of Electric Distribution Service, are approved effective January 1, 2023.
- (3) Determinations regarding the setting of 2023 maximum investment levels (MILs) will be made under Proceeding 27658, Residential standards of service and MILs. The Commission makes no findings in regard to ENMAX's MILs in this decision.

Dated on December 13, 2022.

**Alberta Utilities Commission**

*(original signed by)*

Matthew Oliver, CD  
Commission Member

**Appendix 1 – Proceeding participants**

|  |
|--|
| <b>Name of organization (abbreviation)</b><br><b>Company name of counsel or representative</b> |
| ENMAX Power Corporation (ENMAX or EPC)   |
| Office of the Utilities Consumer Advocate (UCA)<br>Russ Bell & Associates Inc.                 |

|   |
|---|
| Alberta Utilities Commission  |
| Commission panel<br>M. Oliver, CD, Commission Member                  |
| Commission staff<br>A. Jukov<br>B. Edwards<br>A. Spurrell<br>M. Logan |

**Appendix 2 – Summary of Commission directions**

This section is provided for the convenience of readers. In the event of any difference between the directions in this section and those in the main body of the decision, the wording in the main body of the decision shall prevail.

1. The Commission is satisfied by ENMAX’s variance explanations for these rate classes. In particular, the Commission accepts that increased energy consumption for many rate classes was a result of consequences from the COVID-19 pandemic. Such occurrences do not generally call into question the predictive value of the methodology used to generate such forecasts. The Commission directs ENMAX to continue to provide information on any variances from forecast to actual billing determinants by rate class and to identify the cause of variances larger than  $\pm$  five per cent on an annual basis. .... paragraph 27
2. In 2023, there will not be an annual PBR rate adjustment filing as the parameters of the PBR3 plans are currently considered in Proceeding 27388. As such, the Commission directs ENMAX to include its 2022 TACDA true-up as part of a proceeding to establish the January 1, 2024, rates (such as a compliance filing to Proceeding 27388).  
..... paragraph 44
3. Subject to the outcome of Proceeding 27388 to establish the parameters of the PBR3 plan (including the issue of when annual rate changes will occur), the Commission directs ENMAX to continue including the annual TACDA true-up in its future annual PBR rate adjustment filings, starting with the 2025 annual PBR rate adjustment filing. ....  
..... paragraph 45
4. The Commission directs ENMAX to recalculate its 2023 fees using the COS inflation escalator of 2.68 per cent and to submit the revised fee schedule as a post-disposition document in the present proceeding by December 19, 2022. .... paragraph 63

## Appendix 3 – 2023 interim rate schedules

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Appendix 3 - 2023  
interim rate schedul

(consists of 20 pages)

## Appendix 4 – Customer T&Cs

[\(return to text\)](#)



Appendix 4 -  
Customer terms and  
(consists of 93 pages)

## Appendix 5 – Retailer T&Cs

[\(return to text\)](#)



Appendix 5 -  
Retailer terms and c  
(consists of 57 pages)



**ENMAX POWER CORPORATION (“EPC”)**

**DISTRIBUTION TARIFF**

**RATE SCHEDULE**

**RATES IN EFFECT AS OF JANUARY 1, 2023**

**EPC DISTRIBUTION TARIFF RATE SCHEDULE**

| <b><u>Rate Code</u></b> | <b><u>Rate Description</u></b>                                     | <b><u>Page</u></b> |
|-------------------------|--|--------------------|
| D100                    | Distribution Tariff Residential                                    | 3                  |
| D200                    | Distribution Tariff Small Commercial                               | 5                  |
| D300                    | Distribution Tariff Medium Commercial                              | 7                  |
| D310                    | Distribution Tariff Large Commercial – Secondary                   | 9                  |
| D410                    | Distribution Tariff Large Commercial – Primary                     | 11                 |
| D500                    | Distribution Tariff Streetlights                                   | 14                 |
| D600                    | Distribution Tariff Distributed Generation                         | 15                 |
| D700                    | Distribution Tariff Transmission Connected                         | 18                 |
|                         | 2023 Balancing Pool Allocation Rider                               | 19                 |
|                         | Transmission Access Charge (TAC) Deferral Account Rider Adjustment | 20                 |



## **DISTRIBUTION TARIFF RESIDENTIAL**

### **RATE CODE D100**

Rate Schedule for the provision of Electricity Services to residential Customers of a Retailer.

### **ELIGIBILITY**

1. Sites which use Electricity Services for domestic purposes in separate and permanently metered single family dwelling units with each unit either metered separately or incorporated into a common building with other units.
2. As a single phase or three phase wire service supplied at a standard voltage normally available.
3. Sites eligible under 1 and 2 that qualify as a Micro-Generator under the Micro-Generation Regulation.

### **RATE**

| <b><u>COMPONENT TYPE</u></b>                               | <b><u>UNIT</u></b> | <b><u>PRICE</u></b> |
|--|--------------------|---------------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                    |                     |
| Service and Facilities Charge                              | per day            | \$0.647903          |
| System Usage Charge  | per kWh            | \$0.013033          |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                    |                     |
| Variable Charge  | per kWh            | \$0.042094          |

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

## **OTHER**

1. No more than one additional unit of living quarters within a single family dwelling, such as a basement suite equipped with cooking facilities, may be provided Electricity Services through one Meter under Rate Code D100. If the dwelling contains more than one additional self-contained unit of living quarters, a Commercial Rate will apply unless a separate Meter is installed for each unit.

All new construction in R2 or higher density areas shall have a separate Meter for each suite, or alternatively the Electricity Services may be invoiced at the appropriate commercial rate.

2. If a Residential Site has a garage with a separate meter, the garage will be assigned a commercial rate.
3. If a Site qualifies as a Micro-Generator, rate charges will only apply to energy inflow into the Site (i.e. no outflow charges).

## **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## **DISTRIBUTION TARIFF SMALL COMMERCIAL**

### **RATE CODE D200**

Rate Schedule for the provision of Electricity Services to small commercial Customers of a Retailer.

### **ELIGIBILITY**

1. Commercial Sites where the Energy consumption is less than 5,000 kWh per month (includes all unmetered services that are not Rate Code D500).
2. Sites eligible under 1 that qualify as a Micro-Generator under the Micro-Generation Regulation.

### **RATE**

| <b><u>COMPONENT TYPE</u></b>                               | <b><u>UNIT</u></b> | <b><u>PRICE</u></b> |
|--|--------------------|---------------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                    |                     |
| Service and Facilities Charge                              | per day            | \$1.460855          |
| System Usage Charge  | per kWh            | \$0.010966          |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                    |                     |
| Variable Charge  | per kWh            | \$0.030822          |

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

## **OTHER**

### 1. Temporary Construction/Service

Construction and rental costs for necessary transformers and equipment 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 to EPC in advance and based on an EPC estimate. Construction costs include costs associated with:

- (a) up and down labour;
- (b) unsalvageable material;
- (c) vehicles; and
- (d) equipment.

### 2. Temporary Connection Service

Where applied-for Connection Services are to be used for temporary purposes only, the Customer will pay EPC, in advance of the installation:

- (a) EPC's total cost of installation and removal of the Facilities required for the temporary service; and
- (b) the cost of unsalvageable material.

### 3. Unmetered Services

For unmetered services where individual energy consumption is small and easily predicted, estimated consumption will be based on equipment nameplate rating and operational patterns.

- 4. If a Site that qualifies as a Micro-Generator, rate charges will only apply to energy inflow into the Site (i.e. no outflow charges).

## **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## DISTRIBUTION TARIFF MEDIUM COMMERCIAL

### RATE CODE D300

Rate Schedule for the provision of Electricity Services to medium commercial Customers of a Retailer.

### ELIGIBILITY

1. For Sites whose Energy consumption is equal to or greater than 5,000 kWh per month for at least six of the last 12 invoice periods, provided a peak demand greater than 150 kVA was not registered twice in the previous 365 days.
2. Sites eligible under 1 above that qualify as a Micro-Generator under the Micro-Generation Regulation.

### RATE

| <u>COMPONENT TYPE</u>                                      | <u>UNIT</u>                       | <u>PRICE</u> |
|--|-----------------------------------|--------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                                   |              |
| Service Charge   | per day                           | \$8.120847   |
| Facilities Charge  | per day per kVA of Billing Demand | \$0.055131   |
| Non-Ratcheted Demand Charge                                | per day per kVA of Metered Demand | \$0.053138   |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                                   |              |
| Demand Charge  | per day per kVA of Billing Demand | \$0.289337   |
| Variable Charge  | per kWh                           | \$0.009977   |

*Where*

kVA of “Billing Demand” is defined as the greater of “Metered”, “Ratchet” or “Contract” Demand:

- (a) “Metered Demand” is the actual metered demand in the Tariff bill period;
- (b) “Ratchet Demand” is 90% of the highest kVA demand in the last 365 days ending with the last day of the Tariff bill period; and

(c) “Contract Demand” is the kVA contracted for by the Customer.

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

### **OTHER**

1. Non-Standard Residential “Bulk-Metering”.
2. Bulk Metering is the metering of multiple-unit residential occupancies under one corporate identity, (e.g., town housing, apartments, mobile home parks). Where bulk-metering exists, the Customer shall not re-sell electricity, but may include electricity as part of the rental charge and not separate therefrom.
3. Includes Medium Commercial Sites served at primary voltage that existed prior to November 2004 rate class changes.
4. If a Site qualifies as a Micro-Generator, rate charges will only apply to energy inflow into the Site (i.e. no outflow charges).
5. D300 Primary Voltage Service Customers
  - a. For locations or buildings that receive primary voltage service, there will be a transformation credit of \$1.720155 per day applied to the Service Charge, and a transformation credit of \$0.011892 per day per kVA of Billing Demand applied to the Facilities Charge.
  - b. The transformation credit is applicable only to D300 sites receiving primary voltage service prior to January 1, 2009.

### **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## DISTRIBUTION TARIFF LARGE COMMERCIAL - SECONDARY

### RATE CODE D310

Rate Schedule for the provision of Electricity Services to large commercial (secondary) Customers of a Retailer.

### ELIGIBILITY

1. For Electricity Services that registered a monthly peak demand greater than 150 kVA twice in the previous 365 days and served at secondary voltage.
2. Sites eligible under 1 that qualify as a Micro-Generator under the Micro-Generation Regulation.

### RATE

| <u>COMPONENT TYPE</u>                                      | <u>UNIT</u>                       | <u>PRICE</u> |
|--|-----------------------------------|--------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                                   |              |
| Service Charge   | per day                           | \$21.927695  |
| Facilities Charge  | per day per kVA of Billing Demand | \$0.129697   |
| Non-Ratcheted Demand Charge                                | per day per kVA of Metered Demand | \$0.042668   |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                                   |              |
| Demand Charge  | per day per kVA of Billing Demand | \$0.358291   |
| Variable Charge On Peak                                    | per kWh                           | \$0.011933   |
| Variable Charge Off Peak                                   | per kWh                           | \$0.009023   |

*Where*

kVA of “Billing Demand” is defined as the greater of “Metered”, “Ratchet” or “Contract” Demand:

- (a) “Metered Demand” is the actual metered demand in the Tariff bill period,

- (b) “Ratchet Demand” is 90% of the highest kVA demand in the last 365 days ending with the last day of the Tariff bill period,
- (c) “Contract Demand” is the kVA contracted for by the Customer.

“On Peak” is all Energy consumption from 8 a.m. to 9 p.m. Monday to Friday inclusive, excluding statutory holidays (as according to the ISO Rules definition),

“Off Peak” is all Energy consumption not consumed in On Peak hours.

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all service supplied under this Tariff.

### **OTHER**

If a Site qualifies as a Micro-Generator, rate charges will only apply to energy inflow into the Site (i.e. no outflow charges).

### **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.



## DISTRIBUTION TARIFF LARGE COMMERCIAL - PRIMARY

### RATE CODE D410

Rate Schedule for the provision of Electricity Services to large commercial (primary) Customers of a Retailer.

### ELIGIBILITY

1. For Electricity Services that are served at primary voltage.
2. Sites eligible under 1 above that qualify as a Micro-Generator under the Micro-Generation Regulation.

### RATE

| <u>COMPONENT TYPE</u>                                      | <u>UNIT</u>                           | <u>PRICE</u> |
|--|---------------------------------------|--------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                                       |              |
| Service Charge   | per day                               | \$25.296670  |
| Facilities Charge  | per day per kVA off<br>Billing Demand | \$0.017648   |
| Non-Ratcheted Demand<br>Charge                             | per day per kVA of<br>Metered Demand  | \$0.050877   |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                                       |              |
| Demand Charge  | per day per kVA of<br>Billing Demand  | \$0.325045   |
| Variable Charge<br>On Peak                                 | per kWh                               | \$0.010687   |
| Variable Charge<br>Off Peak                                | per kWh                               | \$0.008007   |

*Where*

kVA of “Billing Demand” is defined as the greater of “Metered”, “Ratchet” or “Contract” Demand:

- “Metered Demand” is the actual metered demand in the Tariff bill period,
- “Ratchet Demand” is 90% of the highest kVA demand in the last 365 days ending with the last day of the Tariff bill period,
- “Contract Demand” is the kVA contracted for by the Customer,

“On Peak” is all Energy consumption from 8 a.m. to 9 p.m. Monday to Friday inclusive, excluding statutory holidays (as according to the ISO Rules definition),

“Off Peak” is all Energy consumption not consumed in On Peak hours.

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

### **OTHER**

1. The Customer is responsible for supplying all transformers whether owned by Customer or rented.
2. “Primary Metering” shall be metering at EPC’s primary distribution voltage with any subsequent transformation being the sole responsibility of the Customer.
3. Multi-Sites
  - a) For Customers that have a normally used service connection (preferred service) and a second service connection used strictly as a backup service (alternate service), the demands of the two service connections will be totaled on an interval basis and charged based on Rate Code D410.
  - b) For Customers that use more than one service connection on a regular basis, demands of all the service connections will be totaled on an interval basis and charged based on Rate Code D410 provided the service connections are:
    - i) positioned on adjacent and contiguous locations;
    - ii) not separated by private or public property or right-of-way; and
    - iii) operated as one single unit.
4. If a Site qualifies as a Micro-Generator, rate charges will only apply to energy inflow into the Site (i.e. no outflow charges).

**LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## **DISTRIBUTION TARIFF STREETLIGHTS**

### **RATE CODE D500**

Rate Schedule for the provision of Electricity Services to Customers of a Retailer.

### **ELIGIBILITY**

For all photo cell controlled lighting services including all streetlights, traffic sign lighting, roadway lighting and lane rental lighting. Services with photo cell controlled lighting will not be eligible for a Meter.

### **RATE**

| <b><u>COMPONENT TYPE</u></b>                               | <b><u>UNIT</u></b>     | <b><u>PRICE</u></b> |
|--|------------------------|---------------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |                        |                     |
| Fixture Charge   | per day per<br>fixture | \$0.076868          |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |                        |                     |
| Variable Charge  | per kWh                | \$0.066398          |

### **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

### **TERMS AND CONDITIONS**

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

### **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## DISTRIBUTION TARIFF LARGE DISTRIBUTED GENERATION

### RATE CODE D600

Rate Schedule for the provision of Electricity Services to Sites with on-site generation with a minimum export capacity of 1,000 kVA.

### ELIGIBILITY

1. For services with on-site generation connected in parallel with the EPC Electric Distribution System with a minimum export capacity of 1,000 kVA.
2. For Electricity Services that are served at primary voltage.
3. For sites equipped with bi-directional interval recording metering.

### RATE

| <u>COMPONENT TYPE</u>                                      | <u>UNIT</u> | <u>PRICE</u>      |
|--|-------------|-------------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |             |                   |
| Service Charge   | per day     | \$28.880667       |
| Dedicated Facilities Charge                                | per day     | customer specific |
| System Usage Charge On Peak                                | per kWh     | \$0.010962        |

### **TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE**

|                   |    |              |
|-------------------|----|--------------|
| ISO Costs/Credits | \$ | Flow through |
|-------------------|----|--------------|

1. The customer specific Dedicated Facilities Charge daily amount will be determined as follows:

$$\text{Dedicated Facilities Charge} = ((\text{DFA} + \text{GA}) \times (\text{CRF} + \text{OMA})) / 365 \text{ days.}$$

Where:

- a) DFA = current cost of dedicated feeder assets
- b) GA = general assets associated with DFA and equal to 10.8% of DFA

- c) CRF = Capital Recovery Percentage Factor based on EPC’s weighted cost of capital and approved depreciation rate.
- d) OMA = Operation, maintenance and administration factor equal to 3.1% of DFA.

The customer specific Dedicated Facilities Charge daily amount will be outlined in the Interconnection Agreement which will also include the term of the Agreement and an annual inflation adjustment.

- 2. The System Usage Charge will be determined using the net of the energy inflow and energy outflow at the Meter(s). System Usage Charge will be waived for sites that only have dedicated facilities and do not use the EPC primary feeder system.
- 3. “On Peak” is all Energy consumption from 8 a.m. to 9 p.m. Monday to Friday inclusive, excluding statutory holidays (as according to the ISO Rules definition), “Off Peak” is all Energy consumption not consumed in On Peak hours.
- 4. Flow-Through of ISO Costs/Credits will be determined by applying the ISO DTS rate and/or STS rate (and any applicable riders) to the difference between the POD billing determinants with and without the site(s) billing determinants.

In accordance with AUC Decision 26090-D01-2021, the multipliers shown in Table 1 will then be applied to the DTS-based portion of the flow-through ISO costs/credits prior to finalizing and issuing the charge/credit.<sup>1</sup>

**Table 1: Multiplier for the calculated DTS portion of Flow-Through ISO Costs/Credits**

| <b>Year</b> | <b>First day when the multiplier will be applied</b> | <b>Multiplier</b> |
|-------------|--|-------------------|
| 1           | Jan 1, 2022  | 0.8               |
| 2           | Jan 1, 2023  | 0.6               |
| 3           | Jan 1, 2024  | 0.4               |
| 4           | Jan 1, 2025  | 0.2               |
| 5           | Jan 1, 2026  | 0                 |

- 5. An initial fee will be charged for the incremental cost of bi-directional meter(s).

<sup>1</sup> AUC Decision 26090-D01-2021, paragraph 88.

## **INVOICE PERIOD**

Monthly, from the date of the last invoice to the date of the current invoice.

## **TERMS AND CONDITIONS**

The Terms and Conditions of EPC form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

## **OTHER**

5. The Customer is responsible for supplying all transformers whether owned by customer or rented.
6. "Primary Metering" shall be metering at EPC's primary distribution voltage with any subsequent transformation being the sole responsibility of the Customer.
7. Multi-Site Locations
  - c) For locations or buildings that have a normally used service connection (preferred service) and a second service connection used strictly as a backup service (alternate service), the demands of the two service connections will be totaled on an interval basis and charged on Rate Code D600.
  - d) For locations that use more than one service connection on a regular basis, demands of all the service connections will be totaled on an interval basis and charged on Rate Code D600.

## **LOCAL ACCESS FEE (LAF)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

## DISTRIBUTION TARIFF TRANSMISSION CONNECTED

### RATE CODE D700

Rate Schedule for the provision of Distribution Access Service to Customers of a Retailer that are connected directly to EPC Facilities at a transmission voltage.

### RATE

| <u>COMPONENT TYPE</u>                                      | <u>UNIT</u> | <u>PRICE</u> |
|--|-------------|--------------|
| <b>DISTRIBUTION CHARGE FOR DISTRIBUTION ACCESS SERVICE</b> |             |              |
| Service Charge   | per day     | \$28.880667  |
| <b>TRANSMISSION CHARGE FOR SYSTEM ACCESS SERVICE</b>       |             |              |
| ISO Costs  | \$          | Flow through |

### INVOICE PERIOD

Monthly, from the date of the last invoice to the date of the current invoice.

### TERMS AND CONDITIONS

The Terms and Conditions of the EPC Distribution Tariff form part of this Rate Schedule and apply to all Electricity Services supplied under this Tariff.

### LOCAL ACCESS FEE (LAF)

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.



## 2023 BALANCING POOL ALLOCATION RIDER

The “2023 Balancing Pool Allocation” is a rider to flow through the Alberta Electric System Operator (“ISO”) Consumer Allocation Rider (“Rider F”), which is an amount that was transferred to the ISO from the Balancing Pool under Section 82 of the *Electric Utilities Act*.

### ELIGIBILITY

Rider will apply to all energy delivered under the Distribution Tariff.<sup>2</sup> The rider is effective January 1, 2023.

#### Rider

| <u>COMPONENT TYPE</u>     | <u>UNIT</u> | <u>PRICE</u> |
|---------------------------|-------------|--------------|
| Balancing Pool Allocation | per kWh     | \$ 0.002252  |

### LOCAL ACCESS FEE (LAF)

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is collected by EPC on behalf of the City for all Sites located within the municipal boundaries of the City of Calgary.

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<sup>2</sup> D600 sites are ineligible for the Balancing Pool Allocation Rider, as D600 sites receive a flow-through of ISO Costs/Credits through the D600 Transmission Charge for System Access Service, which includes the AESO Rider F.

**TRANSMISSION ACCESS CHARGE (TAC) DEFERRAL ACCOUNT RIDER ADJUSTMENT**

This is a rider to charge/refund the balance in the Transmission Access Charge Deferral Account. The TAC Deferral Account records changes in transmission access costs due to changes in Alberta Electric System Operator (AESO) rates. The adjustment is effective January 1, 2023 to December 31, 2023.

**ELIGIBILITY**

Rider will apply to all energy delivered under the Distribution Tariff.

**RIDER**

2023 TAC Deferral Account Rider Adjustment

| Rate Class Description       | Rate Code | Unit    | 2023 TAC Deferral Account Rider Adjustment Charge / (Refund) |
|------------------------------|-----------|---------|--|
| Residential                  | D100      | per kWh | 0.000853   |
| Small Commercial             | D200      | per kWh | (0.000949)   |
| Medium Commercial            | D300      | per kWh | 0.003256   |
| Large Commercial - Secondary | D310      | per kWh | 0.000122   |
| Large Commercial - Primary   | D410      | per kWh | 0.000963   |
| Streetlighting               | D500      | per kWh | 0.009076   |

**LOCAL ACCESS FEE (“LAF”)**

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is applicable to all services located within the City of Calgary.

**ENMAX POWER CORPORATION**

**DISTRIBUTION TARIFF**

**Customer Terms and Conditions**

Effective January 1, 2023

|   |          |
|---|----------|
| <b>INTRODUCTION</b> .....   | <b>1</b> |
| <b>PART A : CONNECTION SERVICES</b> .....   | <b>6</b> |
| Section 1 –Applying For Connection Services.....  | 6        |
| 1.1 Connection Services.....  | 6        |
| 1.2 Eligibility.....  | 6        |
| 1.3 Application .....   | 7        |
| 1.4 Required Information .....  | 7        |
| 1.5 Your Connection Services .....  | 8        |
| 1.6 Cost Estimate .....   | 9        |
| 1.7 Initial Payment.....  | 10       |
| 1.8 Pre-payment, Credit and Security Requirements.....  | 11       |
| 1.9 Cancellation or Withdrawal of a Request for Connection Services or a Service<br>Connection..... | 11       |
| Section 2 – You Are Responsible for Obtaining All Permits.....                                      | 12       |
| 2.1 Permits, Certificates and Licenses .....  | 12       |
| Section 3 – We May Reject Your Application .....  | 13       |
| 3.1 Rejection of Application.....   | 13       |
| Section 4 –Billing and Collection.....  | 14       |
| 4.1 Fees and Other Charges.....   | 14       |
| 4.2 Bills .....   | 14       |
| 4.3 Collections.....  | 15       |
| 4.4 Billing by Your Retailer, Regulated Rate Provider or Default Supplier .....                     | 16       |
| 4.5 Availability of Rates.....  | 16       |
| 4.6 Rate Changes.....   | 17       |
| 4.7 Billing Period .....  | 17       |
| 4.8 Billing Period Change .....   | 18       |
| 4.9 Billing Adjustments .....   | 18       |
| Section 5 –Your Obligations and Responsibilities.....   | 19       |
| 5.1 Access to Your Property.....  | 19       |
| 5.2 Right to Enter Your Property.....   | 19       |
| 5.3 Interference with Facilities .....  | 21       |

## Table of Contents (continued)

|  |    |
|--|----|
| 5.4 Management of vegetation .....   | 21 |
| 5.5 Cooperation with Governmental Directions .....                             | 21 |
| 5.6 Installation of Meters and Facilities.....                                 | 22 |
| 5.7 Protection of Facilities .....   | 23 |
| 5.8 Relocation of Meters or Facilities .....                                   | 24 |
| 5.9 Unauthorized Use of Electricity or Connection Services .....               | 24 |
| 5.10 Installation, Maintenance and Repair of Your Equipment.....               | 25 |
| 5.11 Damage to Our Facilities on Your Property.....                            | 25 |
| 5.12 Protective Devices .....  | 26 |
| 5.13 Installation of Your Equipment and Devices .....                          | 26 |
| 5.14 Suitability and Operation of Your Equipment.....                          | 26 |
| Section 6 – You May Make Changes to Your Connection Services.....              | 28 |
| 6.1 Changes to Requirements for Connection Services .....                      | 28 |
| 6.2 Costs for Modifications of Facilities.....                                 | 28 |
| Section 7 – We Will Make Reasonable Efforts to Supply electricity to You ..... | 30 |
| 7.1 No Guarantee of Uninterrupted Connection Services .....                    | 30 |
| Section 8 –De-Energization.....  | 31 |
| 8.1 Requests for Temporary De-Energization.....                                | 31 |
| 8.2 Requests for Permanent De-Energization .....                               | 31 |
| 8.3 Billing of De-Energized Sites .....  | 32 |
| 8.4 Removal of Our Facilities from Your Property.....                          | 32 |
| 8.5 De-Energization Based on Conditions at Your Property.....                  | 32 |
| 8.6 De-Energization for Safety or Operational reasons.....                     | 34 |
| 8.7 Notice of De-Energization for Safety or Operational Reasons .....          | 35 |
| 8.8 De-Energization for Other Reasons .....                                    | 35 |
| 8.9 Notice of De-Energization for Other Reasons.....                           | 36 |
| 8.10 Load Limiting Device.....   | 36 |
| 8.11 Re-Energization of a Site .....   | 36 |
| 8.12 Liability for Distribution Tariff Charges .....                           | 37 |
| 8.13 No Liability for De-Energization or Disconnection .....                   | 37 |

## Table of Contents (continued)

|  |    |
|--|----|
| Section 9 – Meters and Metering .....  | 39 |
| 9.1 Meter Services .....   | 39 |
| 9.2 Ownership of Meters .....  | 39 |
| 9.3 Metering of Sites.....   | 39 |
| 9.4 Interval Meters .....  | 40 |
| 9.5 Costs of Interval Meters.....  | 40 |
| 9.6 Metering for New Service Connections .....   | 41 |
| 9.7 Meter Socket.....  | 41 |
| 9.8 Meter Access, Reading and Testing .....  | 41 |
| Section 10 – Specific Provisions Relating to Distributed Energy Resource Customers ..... | 43 |
| 10.1 Distributed Energy Resources .....  | 43 |
| 10.2 Eligibility .....   | 43 |
| 10.3 Application.....  | 44 |
| 10.4 Required Information .....  | 45 |
| 10.5 Rejection of Application .....  | 45 |
| 10.6 Provision of Service .....  | 45 |
| 10.7 Interconnection Agreement.....  | 45 |
| 10.8 Suitability of Your Equipment .....   | 46 |
| 10.9 Metering.....   | 46 |
| 10.10 Your Meters.....   | 47 |
| 10.11 Telemetry .....  | 47 |
| 10.12 Interconnection Costs .....  | 48 |
| 10.13 Insurance .....  | 48 |
| 10.14 Distributed Energy Resource Liability .....  | 48 |
| Section 11 – Specific Provisions Relating to Transmission Connected Customers .....      | 49 |
| 11.1 Transmission Connected Customers.....   | 49 |
| 11.2 System Access Service .....   | 49 |
| 11.3 New Facilities.....   | 49 |
| 11.4 Application of the ISO’s Tariff.....  | 50 |
| 11.5 Metering.....   | 50 |

## Table of Contents (continued)

|  |   |           |
|--|---|-----------|
| 11.6   | Changes to System Access Service .....  | 50        |
| 11.7   | Exit Costs .....  | 51        |
| 11.8   | Contracting Directly with the ISO for System Access Service .....               | 51        |
| Section 12 – EPC Investment –General Provisions .....            |   | 53        |
| 12.1   | System Feeders on City of Calgary Property .....                                | 53        |
| 12.2   | Space for our Facilities .....  | 53        |
| Section 13 – EPC Investment in Residential Developments .....    |   | 54        |
| 13.1   | Standard and Non-standard Residential Developments.....                         | 54        |
| 13.2   | Responsibility for Residential Development Costs .....                          | 55        |
| Section 14 –EPC Investment in Non-Residential Developments ..... |   | 56        |
| 14.1   | Meter-based and Demand-based Non-residential Investments .....                  | 56        |
| 14.2   | EPC Standard Non-Residential Investment .....                                   | 56        |
| 14.3   | Connection of Distributed Energy Resources .....                                | 57        |
| 14.4   | Applicable Conditions.....  | 57        |
| 14.5   | Additional Investment.....  | 58        |
| 14.6   | Temporary Service Connections.....  | 58        |
| 14.7   | Discretion to Withhold or Reduce our Investment in new Service Connections..... | 59        |
| 14.8   | High Density Developments .....   | 59        |
| 14.9   | Changing Your Minimum Contract Demand .....                                     | 60        |
| 14.10  | No Refund of Customer Contributions.....  | 60        |
| 14.11  | Minimum Demand Agreement –Deferred Effective Date .....                         | 61        |
| 14.12  | Customer Contribution for Optional Facilities .....                             | 61        |
| 14.13  | Conversion to Secondary Metered Site .....                                      | 61        |
| <b>PART B : GENERAL .....</b>                                    |   | <b>63</b> |
| Section 15 – Interpretation.....                                 |   | 63        |
| 15.1   | Conflicts .....   | 63        |
| 15.2   | Headings and Marginal Notes .....   | 63        |
| 15.3   | Plural and Singular.....  | 63        |
| 15.4   | Related Forms of a Word or Phrase .....   | 63        |
| 15.5   | Extended Meaning of “including” .....   | 63        |

## Table of Contents (continued)

|  |   |    |
|--|---|----|
| 15.6   | Legislation and Rules .....                                       | 64 |
| 15.7   | Governing Law .....   | 64 |
| 15.8   | Notices .....   | 64 |
| 15.9   | Default Supplier .....  | 65 |
| Section 16 – Other Requirements.....             |   | 66 |
| 16.1   | Ownership of Our Facilities .....                                 | 66 |
| 16.2   | Cost for Service Calls .....                                      | 66 |
| 16.3   | Compliance with ISO Rules.....                                    | 66 |
| 16.4   | Contractors.....  | 66 |
| Section 17 – Liability and Indemnity.....        |   | 67 |
| 17.1   | Limitation of Liability .....                                     | 67 |
| 17.2   | Release .....   | 68 |
| 17.3   | Your Liability .....  | 68 |
| Section 18 – Inability to Provide Services ..... |   | 69 |
| 18.1   | Force Majeure .....   | 69 |
| 18.2   | Notification of End of Force Majeure event.....                   | 69 |
| 18.3   | Resolution of Force Majeure event.....                            | 69 |
| Section 19 – Dispute Resolution .....            |   | 70 |
| 19.1   | Disputes About AUC Orders or Directions .....                     | 70 |
| 19.2   | Resolution of Disputes Relating to the Terms and Conditions ..... | 70 |
| 19.3   | Arbitration by a Single Arbitrator .....                          | 70 |
| 19.4   | Arbitration by Three Arbitrators .....                            | 71 |
| 19.5   | Qualification of Arbitrators .....                                | 71 |
| 19.6   | Date of Decision .....  | 71 |
| 19.7   | Decision of Arbitrators is Final .....                            | 72 |
| 19.8   | Arbitration Costs.....  | 72 |
| 19.9   | Application of the Arbitration Act .....                          | 72 |
| 19.10  | Continuation of Obligations or Responsibilities.....              | 72 |
| Section 20 – Miscellaneous.....                  |   | 73 |
| 20.1   | Compliance with Laws.....   | 73 |



**Table of Contents  
(continued)**

20.2 Waivers to be in Writing..... 73

20.3 Assignment ..... 73

20.4 Transfer of Obligations..... 74

Section 21 – Default..... 75

    21.1 Default..... 75

    21.2 Remedies on Default..... 75

**PART C : GLOSSARY..... 77**

## INTRODUCTION

### *Who are we?*

We are ENMAX Power Corporation, referred to in these **Terms and Conditions** as “EPC,” “we” or “us.” Related words such as “our” or “ours” also refer to **EPC**.

We own and operate an **Electric Distribution System** that we use to transport **Electricity** in our service area, which includes Calgary and some areas surrounding Calgary.

In these **Terms and Conditions**, we may refer to **Customers** as “you.” Related words, such as “your” or “yours” also refer to our **Customers**.

These **Terms and Conditions** set out the rules that we must follow when we provide services required to transport **Electricity** by means of our **Electric Distribution System** and that you agree to follow in order to receive service from our **Electric Distribution System**.

None of our employees have the right to change these **Terms and Conditions** or a **Rate Schedule**.

***Bolded words and phrases have specific legal meanings***

In these **Terms and Conditions**, you will see words and phrases that are **bolded**. These words and phrases have specific legal meanings. These meanings are set out in the Glossary in Part C of these **Terms and Conditions**.

***These Terms and Conditions apply to our Customers***

These **Terms and Conditions** apply to you and **Your Property** in our service area if you have or require a **Service Connection** to our **Electric Distribution System**. These **Terms and Conditions** govern the relationship

*We transport your  
Electricity*

*We do not sell  
electricity*

between **EPC** and our **Customers**. By taking service from us, you are deemed to have accepted these **Terms and Conditions**.

These **Terms and Conditions** do not apply to you if you are a **Retailer**, unless you are requesting a service from us on behalf of one of your customers. There are separate **Retailer Terms and Conditions** for **Retailers** that govern **Retail Access Services**, and they can be found on the enmax.com website.

We are a distribution utility. We construct, operate and maintain the **Facilities** required to transport electricity by means of our **Electric Distribution System**. The services that we provide under these **Terms and Conditions** are **Connection Services**.

In our capacity as a distribution utility, we do not sell **Electricity**. Alberta has a competitive market for **Electricity**, so you have the right to purchase **Electricity** from a **Retailer** that you choose or from the **Regulated Rate Provider** if you do not choose a **Retailer**. You can find a list of **Retailers** on the Utilities Consumer Advocate website: <https://ucahelps.alberta.ca/>.

If you buy your **Electricity** from a **Retailer, Regulated Rate Provider** or **Default Supplier**, you will receive a bill from them for the electricity you have used. That bill will also include the amounts that we charge for services we provide under these **Terms and Conditions**, including

*These Terms and Conditions form part of our Distribution Tariff*

*We are regulated by the AUC and must comply with the legislation that applies to us*

*We may amend these Terms and Conditions*

transporting **Electricity** by means of our **Electric Distribution System**.

These **Terms and Conditions**, the **Retailer Terms and Conditions** and our **Rate Schedules** together make up our **Distribution Tariff**. These **Customer Terms and Conditions** and the **Retailer Terms and Conditions** together form the **ENMAX Power Corporation Distribution Tariff Terms and Conditions**.

We and our **Distribution Tariff** are regulated by the Alberta Utilities Commission, or **AUC**. We must comply with all of the requirements in the *Electric Utilities Act*, or **EUA**, and the regulations made under the **EUA** that apply to owners of electric distribution systems.

These **Terms and Conditions** have been approved by the **AUC**. If you have a question or a complaint about the **ENMAX Power Corporation Distribution Tariff Terms and Conditions**, you may direct that question or complaint to us or to the **AUC**.

We may amend these **Terms and Conditions**, but any amendments must be approved by the **AUC**.

If we wish to amend these **Terms and Conditions**, we may file a notice of amendment with the **AUC**. This notice must set out the amendments we wish to make, a description of the types of **Customers** will be affected by the amendments, and an explanation of how we will notify our **Customers** of the amendments.

***Structure of these  
Terms and Conditions***

The **AUC** will either accept our notice of amendment within 60 days after we file it or will establish a process for dealing with the proposed amendments.

If the **AUC** accepts our notice of amendment, the amendments described in that notice will be effective on the 61<sup>st</sup> day after the date we filed the notice.

If the **AUC** does not accept our notice of amendment but approves our proposed amendments using another process, the **AUC's** order approving the amendments will indicate when those amendments are effective.

You can find the most up to date version of these **Terms and Conditions** on the enmax.com website.

These Terms and Conditions are made up of three parts and two schedules.

Part A deals with the provision of **Connection Services**. 0 outlines the additional requirements that apply specifically to **Distributed Energy Resources**, while 0 outlines the additional requirements that apply specifically to **Transmission Connected Customers**. 0 describes how we invest in **Service Connections** for residential developments, and 0 describes how we invest in **Service Connections** for non-residential developments.

Part B sets out general requirements, including those dealing with notices, defaults, dispute resolution and **Force Majeure**.

Part C is the glossary, where we define the bolded words and phrases used in these **Terms and Conditions**.

5

Schedule A sets out the fees that we charge related to matters in the **Terms and Conditions**.

Finally, Schedule B sets out our standard investment amounts for various types of non-residential **Service Connections**.

**PART A: CONNECTION SERVICES**

This part of the **Terms and Conditions** sets out the requirements for obtaining **Connection Services** from us. Among other things, it describes what you must do to receive and maintain **Connection Services**, and it sets out the circumstances in which we have the right to **De-Energize** your **Site** or to discontinue, restrict, or interrupt your **Connection Services**.

If **Your Property** is in our service area and is connected to our **Electric Distribution System** and you wish to buy **Electricity**, you must buy it from a **Retailer** or **Regulated Rate Provider**. A complete list of **Retailers** and **Regulated Rate Providers** is found on the website of the Utilities Consumer Advocate. (<https://ucahelps.alberta.ca/>)

**SECTION 1—APPLYING FOR CONNECTION SERVICES*****We provide Connection Services*****1.1 Connection Services**

The service we provide to **Customers** is referred to as **Connection Services**. If we agree to provide **Connection Services** to you, we will make reasonable efforts to provide **Connection Services** to **Your Property** that will allow for the supply of **Electricity** to you at a nominal 60 Hertz alternating current and at the nominal voltage level available for your **Service Connection**, and in providing **Connection Services**, we will comply with the *Alberta Electrical Utility Code*.

***You must apply for Connection Service*****1.2 Eligibility**

You can apply for **Connection Services** if you meet our credit and other requirements and you own or rent the property at which you wish to receive **Connection Services**. We provide **Connection Services** to **Customers** who satisfy all of our requirements.

You may apply for **Connection Services** yourself, or a **Retailer** or other person you have appointed may apply on your behalf. If someone else applies on your behalf, they must provide us with your written authorization to make the application. The authorization must be signed by you and must include your name, the date, and a statement that you want to obtain **Connection Services** at the location described in the authorization.

*You must use our application form*

### **1.3 Application**

We may require you, or a person applying on your behalf, to complete and return an application using our application form.

We have different requirements that you must meet in order to connect **Your Equipment** to our **Electric Distribution System**, depending on whether you are located inside or outside the boundaries of what we call the **Network**. If you are not sure whether you are inside or outside the **Network**, we can tell you, if you provide us with your address.

If you are in the **Network**, the requirements that apply to you are set out in the **Network Servicing Policies and Guidelines** and related documents, which you can find on the enmax.com website.

If you are outside the **Network**, the requirements that apply to you are set out in the **Requirements for Distribution Wires Access**, which you can find on the enmax.com website.

*You must provide us with certain information before we can process your application*

### **1.4 Required Information**

We will require some or all of the following information in order to process your application for **Connection Services**:

- the address of **Your Property**,



- credit information or references,
- your **Connected Load** (shown using a single line diagram),
- your preferred supply conditions, including your interconnection requirements and requested installation date,
- your site mechanical and final grading plans showing roads, driveways, sidewalks, building outlines, requested transformer location, final grade, landscaping, and gas and deep utility plans,
- the information described in our **Requirements for Distribution Wires Access, Network Servicing Policies and Guidelines** and related documents, which you can find on the enmax.com website, and
- any other information that we reasonably require.

***We will tell you what kind of Connection Service we will provide to you***

### **1.5 Your Connection Services**

Once you have provided us with the information we need to assess your application, and unless we reject your application in accordance with these **Terms and Conditions**, we will tell you what kind of **Connection Services** (if any) we can provide to you and whether there are any conditions that you must satisfy before we will provide you with **Connection Services**.

How we construct any facilities needed to provide the **Connection Services** you have requested depends on the nature and scope of those services. In most cases, we manage the work ourselves.

However, all new **Service Connections** for new residential developments are provided through our Underground Residential Distribution, or URD, model. This model is overseen by the Calgary

Shallow Utilities Consortium so that construction of the facilities required for all of the utilities (electricity, gas and telecommunications) for new residential developments are efficiently coordinated.

Certain non-residential **Connection Services** projects are eligible for our Developer Choice model. Under that model, you may select one of several pre-qualified contractors to do the work needed to provide your **Connection Services**. You can find details about the Developer Choice model on the enmax.com website by searching for “Developer Choice.”

If you have questions about how the facilities needed to provide your requested **Connection Services** will be provided, please contact us. You can find out how to contact us by clicking on the “Contact Us” link at the bottom of the enmax.com webpage.

***We will provide you with a cost estimate for your Service Connection, and we will update our estimate in certain circumstances***

### **1.6 Cost Estimate**

After we have approved your request for **Connection Services**, you will be provided with a written estimate. The estimate will contain the following information:

- the estimated cost of your **Service Connection**,
- the amount that we will invest (if any), and
- your **Customer Contribution**.

If the estimated cost of your **Service Connection** is over \$25,000, and we are managing the work needed for your **Service Connection**, our estimate will also show the estimated cost by component as follows:

- construction (includes labour, equipment and services);
- materials; and

- engineering, project management, and administrative.

We will not start work to provide your **Service Connection** until you have accepted the estimate in writing.

If we are managing the work needed for your **Service Connection**, we will provide you with a new estimate in the following circumstances:

- if the estimated customer contribution of your **Service Connection** goes up by more than 10% but the scope of work needed to provide your **Service Connection** do not otherwise change;
- if we must change the scope of work needed to provide your **Service Connection**; or
- if you ask us to change the scope of work needed to provide your **Service Connection**.

If there is a change in the scope of work needed to provide your **Service Connection**, we will not proceed with those changes until you have accepted the new estimate in writing.

***We may require that you provide an initial payment for the preliminary engineering or design work***

### **1.7 Initial Payment**

We may require that you make an initial payment for the estimated cost of preliminary engineering or design work related to an application for **Connection Services** before we carry out any preliminary engineering or design work. If you cancel or withdraw your application for service, we will return to you any part of your initial payment that we have not used to carry out preliminary engineering or design work.

Once we have completed the preliminary engineering and design work, if you decide to proceed with the next phase of the work, we will apply any unused portion of the initial payment to this next phase of work.

***We may require you to pre-pay construction and other costs or provide a deposit or other security before we construct any Facilities***

If you decide not to proceed with the next phase of the work, we will charge or refund you the difference, if any, between the initial payment and the actual cost of the preliminary engineering and design work.

**1.8 Pre-payment, Credit and Security Requirements**

If, after we have completed the preliminary engineering and design work, you decide to proceed with the next phase of the work, we may, at our sole discretion, require you to pre-pay the full estimated cost of any work that we must do in order to provide you with **Connection Services**.

If we do not require such a pre-payment, we may instead, at our sole discretion, require you to provide one of the following forms of security:

- a guarantee of payment in a form that is satisfactory to us,
- an irrevocable letter of credit in a form that is satisfactory to us, or
- a deposit.

We have the right to deny you credit, at our sole discretion.

***If you cancel or withdraw a request for Connection Services, you must pay any costs that we have incurred***

**1.9 Cancellation or Withdrawal of a Request for Connection Services or a Service Connection**

If you cancel or withdraw a request for **Connection Services** or a **Service Connection** after we have begun work to provide those services or that connection, you must pay all of the costs that we have incurred that are related in any way with your request and its cancellation or withdrawal. We will calculate these costs and will provide you with an invoice outlining what you must pay us. Our calculation will take into account any initial payment or security that you have already paid to us.

**SECTION 2— YOU ARE RESPONSIBLE FOR OBTAINING ALL PERMITS**

*You are responsible for obtaining all required permits*

**2.1 Permits, Certificates and Licenses**

You are responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations and right-of-way agreements that are required for us to install our **Facilities** and provide the **Connection Services** to **Your Property**. You must provide copies of these documents to us if we ask for them. We will not start or continue installing or providing **Connection Services** unless you have complied with:

- the requirements of all governmental authorities,
- the requirements set out in any permits, licenses, or other authorizations, and all right-of-way agreements, and
- all of our requirements relating to the **Connection Services**.

We have the right to ask you to prove, to our satisfaction, that you have complied with all of these requirements.

**SECTION 3– WE MAY REJECT YOUR APPLICATION*****We may reject an application for Connection Services*****3.1 Rejection of Application**

We may reject your application for **Connection Services**, at our sole discretion, if:

- we do not provide the type of **Connection Services** you have applied for in the area you requested,
- you have not satisfied one or more of the conditions or requirements set out in these **Terms and Conditions** for receiving **Connection Services**,
- you are not creditworthy or you owe us money,
- you fail to provide us with an acceptable security deposit or letter of credit,
- you, or the person applying on your behalf, have made untruthful or fraudulent statements to us in your application,
- the **Loads** you have proposed may adversely affect the services we supply to other **Customers**, or the safety of the public, our employees or contractors, or
- you have not provided us with adequate physical space for us to install our **Facilities** (which we have the right to determine, at our sole discretion).

**SECTION 4—BILLING AND COLLECTION**

***We charge rates and fees for our services***

***You will ordinarily receive a bill from your Retailer, Regulated Rate Provider or Default Supplier but you may also receive a bill from us. You must pay our bill in full and on time.***

**4.1 Fees and Other Charges**

We will provide all standard services to you under our **Distribution Tariff** for the rates set out in the **Rate Schedule** that applies to you. If we provide you with additional services, you will be charged a separate rate or fee for those services. These services include, but are not limited to, the services described in Schedule A.

**4.2 Bills**

Ordinarily, you will receive a bill for our services from your **Retailer, Regulated Rate Provider** or **Default Supplier** on our behalf. However, we may bill you directly for **Customer Contributions** and any fees or charges that apply to services that we provide to you beyond our standard services.

If we bill you directly, we will send the bill to you using the contact information you or your **Retailer, Regulated Rate Provider** or **Default Supplier** have provided us. For example, we may mail our bill to you at the address we have for you, or if we have your e-mail address, we may e-mail the bill to you.

You must pay our bill in full by the due date (even if you did not receive the bill) or we will charge you a late payment charge. Payment must be in a form acceptable to us.

Failure to receive our bill does not relieve you from the obligation to pay it. For example, if you ordinarily receive your bill in the mail and there is a postal strike, you are still responsible for paying the amounts you owe us in full and on time.

If any payment you make for our bill is not honoured by your financial institution, we will charge you the dishonoured payment

fee set out in Schedule A. A payment that is not honoured is not a valid payment, so if we do not receive a valid payment from you by the due date shown on the bill, we will also charge you a late payment charge.

If you do not agree with the amount of a bill you receive from us, you must still pay it in full and on time. You do have the right to dispute any bill you receive from us, but you must use the dispute resolution process set out in Part B of these **Terms and Conditions**.

***If you do not pay our bill in full and on time, we have the right to take steps to collect what you owe us***

#### **4.3 Collections**

If you do not pay our bill in full and on time, we have the right to take steps to collect what you owe us. These steps may include the following:

- sending you reminder letters,
- phoning you,
- referring your outstanding amounts to a collection agency,
- requiring payment from you before we provide any additional services,
- withholding **Connection Services** or any other services we provide, and
- legal action.

We have the right to decide what steps to take to collect what you owe us, and we are not required to provide you with notice before we take any steps. We also have the right to take any lawful steps that are not included in the list set out above.

Your failure to pay our bill in full and on time is not a dispute to which the dispute resolution process set out in Part B of these **Terms and Conditions** applies.



***Billing by your Retailer,  
Regulated Rate Provider  
or Default Supplier***

**4.4 Billing by Your Retailer, Regulated Rate Provider or Default Supplier**

We bill your **Retailer, Regulated Rate Provider** or **Default Supplier** the amounts you must pay for our services. These amounts are based on the charges set out in our **Rate Schedules**, but as described in section 4.1, they may include additional fees and charges for services we provide to you over and above our standard services. We must also collect all local access fees and sales, excise or other taxes that are imposed by governmental authorities.

We determine how much **Electricity** you have used at each **Point of Service** by either reading the **Meter** for your **Point of Service** or if we do not read the **Meter**, by estimating the amount of **Electricity** you have used since either the last **Meter** reading or the last estimate.

Your **Retailer, Regulated Rate Provider** or **Default Supplier** will then issue an invoice to you on our behalf. Each **Point of Service** is billed separately. This means that if you receive service from us at more than one **Point of Service**, you may receive more than one invoice.

***We have different rate  
classes for different  
types of customers***

**4.5 Availability of Rates**

We have a number of different rate classes for different types of **Customers**. These rate classes are described in our **Rate Schedules** and form part of our **Distribution Tariff**.

If we accept your application for **Connection Services**, we will determine which rate applies to you based on the information you have provided to us, including in particular, the operational characteristics of your **Site**. We will do our best to apply the rate that is most favourable to you, so long as you meet the eligibility requirements for that rate.

***If the operational characteristics of your Site change, you may change rates provided you meet the requirements for the different rate***

#### **4.6 Rate Changes**

If the operational characteristics of your **Site** change, you may be eligible for a different rate. If you wish to switch to a different rate, you may request a rate change in writing, either by contacting your **Retailer** or by contacting us directly. Your request must include information about how the operational characteristics of your **Site** have changed and why those changes qualify you for the rate you wish to change to. When we receive your rate change request, we will review it and provide you with a decision as quickly as reasonably practicable. You may only request one rate change in any 12-month period unless the change in eligibility is the result of a change in ownership or occupancy.

Section 14.9 below may apply to a request for a rate change, and depending on the circumstances, we may require you to make a **Customer Contribution**, or we may be required to refund part of a **Customer Contribution** you have already made.

Under no circumstances will we refund the difference in charges between the rate you were subject to in a past period and the new rate we allowed you to switch to, even if you were eligible for the new rate before the switch.

#### **4.7 Billing Period**

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

***Invoices are issued periodically based on your billing period***

**Service**, we will comply with the requirements of the **Tariff Billing Code**.

You or your **Retailer, Regulated Rate Provider or Default Supplier** may ask us for a **Meter** reading at any time, but we have the right to charge a fee for such “off-cycle” **Meter** readings, as set out in Schedule A.

*We may change your billing period*

#### **4.8 Billing Period Change**

We have the right to change your billing period. If we change your billing period, any charges other than **Electricity**-based charges during the transition period between the old billing period and the new billing period will be calculated based on the number of days in the transition period. The number of days in the transition period will generally be different from the number of days in both the old and new billing periods.

*We will correct any billing errors we make, but only if they are discovered or brought to our attention within 24 months*

#### **4.9 Billing Adjustments**

We will correct any error in the amount of fees or charges that we have invoiced your **Retailer** in respect of your Site in accordance with the **Retailer** Terms and Conditions, except for any errors for a billing period that is more than 24 months earlier than the billing period in which we discovered the error or you brought it to our attention, unless we are required to do so by any governmental authority, legislation, regulation or **AUC** rule.

We do not pay or charge interest on any billing adjustments that we make as a result of our error.

**SECTION 5—YOUR OBLIGATIONS AND RESPONSIBILITIES**

You have certain obligations and responsibilities for your **Connection Services**.

***You must grant us  
access to Your Property***

**5.1 Access to Your Property**

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

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

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

***We may enter Your  
Property to perform our  
services***

**5.2 Right to Enter Your Property**

We have the right to enter **Your Property** without paying compensation to you for any purpose that is reasonably related to

our **Facilities** located on **Your Property**, or **Facilities** that we cannot reasonably access except from **Your Property**.

If you receive **Distributed Energy Resource Interconnection Services** from us, you must also provide us with access to **Your Equipment**, including the **Distributed Energy Resource**, so that we can read the **Meter** or install, operate, maintain or remove our **Facilities**.

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

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

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

***You must not install or construct anything that interferes with our Facilities***

### **5.3 Interference with Facilities**

You must not install or construct any temporary or permanent structures, or plant vegetation on **Your Property** that could interfere with our ability to locate, access or operate our **Facilities**, or that would result in non-compliance with any applicable statutes, regulations, standards and codes. If you do so, we have the right to **De-Energize** your **Site** and require you to remove the structure or vegetation at your expense before we will **Re-Energize** your **Site**.

***We have the right to manage vegetation on Your Property***

### **5.4 Management of vegetation**

You will permit us to manage and remove vegetation on **Your Property** to reduce the risk of contact with our **Facilities** or to maintain proper clearances as required by the *Alberta Electrical Utility Code* and any other legal requirements. We will make a reasonable effort to notify you before such work is performed.

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

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

***You must cooperate with us in complying with directions or orders we receive***

### **5.5 Cooperation with Governmental Directions**

We may need to act in response to a direction or order from the **AUC**, any regulatory or administrative body, or governmental body that has jurisdiction over us, our **Transmission System** or our **Electric Distribution System**. These directions or orders may include

***You must not interfere  
with the Meters or our  
Facilities***

those made under the *Emergency Management Act*. You agree to cooperate with us in any manner that we reasonably request in order to permit us to comply with the direction or order.

**5.6 Installation of Meters and Facilities**

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

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

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

- install a **Meter** or any other of our **Facilities**,
- remove a **Meter** or any other of our **Facilities**,
- change the location of a **Meter** or any other of our **Facilities**, including moving them to other premises,
- unseal a **Meter**,

- make any alterations whatsoever to a **Meter** or any other of our **Facilities**,
- do anything that would or could alter the operation of a **Meter** or any other of our **Facilities**, or
- do anything that could result in **Electricity** bypassing a **Meter**.

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

***You must protect the Facilities at your cost***

#### **5.7 Protection of Facilities**

You must provide and maintain, and arrange access to, the necessary space, housing, fencing, barriers, and foundations on **Your Property** to protect the **Facilities** required to provide **Connection Services**. You must do these things at your own expense and in a manner that does not obstruct our employees or contractors from accessing our **Facilities**.

The space, housing, fencing, barriers and foundations required to protect the **Facilities** must comply with all applicable laws, regulations, standards and codes, including the *Alberta Electrical Utility Code*, and we have the right to provide you with directions and to approve the protection provided to the **Facilities**. If you refuse or fail to provide adequate protection for the **Facilities**, we have the right to provide and maintain the necessary protection at your cost.



***If Facilities are relocated at your request or because of your actions you must pay our costs***

**5.8 Relocation of Meters or Facilities**

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

***If you make any unauthorized use of the Electricity or Connection Services, we may terminate the Connection Services and charge you for our damages***

**5.9 Unauthorized Use of Electricity or Connection Services**

If we find that there has been an unauthorized use of **Electricity** or **Connection Services**, we may make changes in our **Meters** or other **Facilities** or take any other corrective action that we determine, in our sole discretion, is required to ensure that the **Facilities** and **Connection Services** are only used as authorized by us, and to ensure the safety of the general public, our employees and contractors.

Unauthorized uses include, but are not limited to, tampering with a **Meter** or other **Facilities**, unauthorized **Energization** or **Re-Energization**, theft or fraud, or intentional or unintentional use of **Electricity** where we are not paid in full for the services provided.

If we find an unauthorized or unsafe use of **Facilities** or **Electricity** or that **Connection Services** have not been used as set out in these **Terms and Conditions**, we have the right to **De-Energize** your **Site** or terminate the **Connection Services** and charge you, your **Retailer** or any other **Person** acting as your agent for all loss and damage we suffer and all costs we incur in correcting the condition. We may also take other legal action against you. If we do so, this is not a dispute to which the dispute resolution provisions of these **Terms and Conditions** applies.

If we believe you have tampered with a **Meter** or have done anything that could result in **Electricity** bypassing a **Meter**, we have

***You must install, maintain and repair Your Equipment***

the right to bill you or your **Retailer** for the charges under our **Distribution Tariff** applicable to the amount of **Electricity** that we estimate bypassed the meter or was otherwise unmetered, according to **AUC Rule 021**.

***5.10 Installation, Maintenance and Repair of Your Equipment***

You are responsible for the installation, maintenance and repair of **Your Equipment**. You are responsible for maintaining **Your Equipment** in satisfactory condition, and for complying with the operating and maintenance requirements in an **EPC Agreement**.

If you own or operate a Distributed Energy Resource or if your Site is a Primary Metered Site, we have the right to inspect **Your Equipment** if we determine that such an inspection is necessary or advisable under the *Safety Codes Act* or the *Alberta Electrical Utility Code* or otherwise. If we determine that an inspection is necessary or advisable, you must cooperate with us and provide us with access to and any information about **Your Equipment** that we reasonably require. You must pay the cost of our inspection, as set out in Schedule A. If the inspection identifies any deficiencies or maintenance work that is required, you must also pay the cost of the required remedial or maintenance work.

***You are responsible for damage or destruction of our Facilities on Your Property***

***5.11 Damage to Our Facilities on Your Property***

You are responsible for all damage to or destruction of our **Facilities** located on **Your Property** caused by your negligence or willful misconduct or the negligence or willful misconduct of any **Person** for whose conduct you are legally responsible.

If **Your Equipment** causes damage to our **Facilities**, you must correct the condition that caused the damage and you must pay us the cost

***You must decide whether you need protective devices to protect your facilities***

of repairing or replacing the **Facilities** that **Your Equipment** damaged.

#### **5.12 Protective Devices**

You are responsible for determining whether you need any devices to protect **Your Equipment** from damage that may result from the use of **Connection Services**, including single phasing protection on three-phase **Service Connections**. You will provide, install, and maintain all such devices at your own expense.

***Your installation must comply with our requirements***

#### **5.13 Installation of Your Equipment and Devices**

The installation of **Your Equipment**, including protective devices, must comply with the requirements set out in our **Requirements for Distribution Wires Access or Network Servicing Policies and Guidelines** and related documents, the applicable requirements of the *Canadian Electrical Code* and the *Alberta Electrical Utility Code* and any other requirements we determine are necessary for us to provide safe and reliable service. Your installation must meet or exceed the power quality limits as specified in the *ENMAX Power Quality Specifications and Guidelines for Customers*, which you can find on the enmax.com website.

***Your Equipment must be suitable for the Connection Services***

#### **5.14 Suitability and Operation of Your Equipment**

You must ensure that **Your Equipment** complies with the requirements of the *Canadian Electrical Code*, the *Alberta Electrical Utility Code* and all of our technical standards and guidelines.

All of **Your Equipment** must be suitable for operation with the **Connection Services** and our **Facilities**. You must not use the **Connection Services** for any purpose, or with any equipment, that

could cause an unusual power quality disturbance to any part of our **Electric Distribution System**.

You must not use your **Connection Services** in a manner that causes undue interference with any other **Customer's** use of **Connection Services** or with our **Facilities** or services, such as an abnormal disturbance to the voltage, frequency and waveform of the **Electricity** supply. If we request, you must take steps to correct such interference or disturbance, at your expense. Alternatively, we may decide, in our sole discretion, to correct the interference or disturbance at your expense.

You will design, install and operate **Your Equipment** so as to maintain a **Power Factor** of at least 90%. If you do not satisfy this requirement, we may require you to provide, install and maintain, at your expense, such remedial or corrective equipment as we decide is necessary. Alternatively, we may install the necessary remedial or corrective equipment at your cost.

You will not, without our written consent, use your own generation equipment in parallel operation with our **Electric Distribution System**.

You will not extend or allow anyone else to extend **Your Equipment** beyond the property line of **Your Property**, even if you own, rent or control the adjacent or adjoining property.

**SECTION 6— YOU MAY MAKE CHANGES TO YOUR CONNECTION SERVICES**

***You must provide us with advance written notice if you want to make a change to your requirements for Connection Services***

**6.1 Changes to Requirements for Connection Services**

If you want to make a change to your requirements for **Connection Services**, including a change in **Connected Load** or **Distributed Energy Resource**, you must give us written notice in advance so that we can determine whether we can accommodate the change without altering our **Facilities**.

We have the right, in our sole discretion, to determine how much advance notice is required for a change to your **Connection Services** requirements, and in some cases, that notice may be one or more years. The notice period will be predominantly determined by two factors: a) the type and magnitude of change requested by you and b) the changes to existing Facilities required to meet your new requirements.

You are not allowed to change your requirements for **Connection Services** (including changing your **Connected Load** or **Distributed Energy Resource**) without our written permission. If you make changes without our permission, you will be responsible for all damages, whether direct or indirect or consequential, your changes cause to our Electric Distribution System or Facilities.

**6.2 Costs for Modifications of Facilities**

***You must pay our costs to modify our Facilities if you change your requirements for Connection Services,***

If we modify our **Facilities** to accommodate your request to change the requirements for your **Connection Services**, you will be required to all pay all costs of the modification according to the following formula:

29

$$(A - B) + C - D + E + F$$

where:

A = the estimated cost of removing the existing **Facilities**

B = the estimated salvage value of the existing **Facilities**

C = the estimated cost of installing the new **Facilities**

D = our investment in new **Customer Load**

E = prepaid operations and maintenance (“O&M”) expense, namely  
20% of the estimated costs of any **Optional Facilities** and

F = any other costs associated with the modification of the **Facilities**.

**SECTION 7– WE WILL MAKE REASONABLE EFFORTS TO SUPPLY ELECTRICITY TO YOU**

***We do not guarantee  
uninterrupted  
Connection Services***

**7.1 No Guarantee of Uninterrupted Connection Services**

We will make reasonable efforts to provide **Connection Services** that will allow for a supply of **Electricity** to **Your Property** at a nominal 60-Hertz alternating current and at the nominal voltage level available for your **Service Connection** (and variations to either of these that comply with the relevant Canadian Standards Association standards). We do not guarantee uninterrupted Connection Services, but we will take reasonable steps to minimize the number and duration of interruptions and outages.

**As set out in sections 8.13 and 17.1 below, these Terms and Conditions limit your right to claim compensation from us as a result of any interruption or outage.**

**SECTION 8—DE-ENERGIZATION**

You may ask us to temporarily or permanently **De-Energize** your **Site** in accordance with sections 8.1 and 8.2.

We also have the right to **De-Energize** a **Site** or discontinue, restrict, or interrupt your **Connection Services** even if you do not request us to, in the circumstances set out in sections 8.5, 8.6, and 8.8.

*You may ask us to temporarily De-Energize your Site*

**8.1 Requests for Temporary De-Energization**

If you request (or if your **Retailer, Regulated Rate Provider** or **Default Supplier** requests, on your behalf) a temporary **De-Energization** of your **Site**, we will temporarily **De-Energize** your **Site**, subject to the following conditions:

- you must pay any applicable amounts under section 8.11 before we will **Re-Energize** your **Site**, and
- if your **Site** remains **De-Energized** for 18 months or more, we will consider it to be permanently **De-Energized** and section 8.2 will apply.

*You may ask us to permanently De-Energize your Site*

**8.2 Requests for Permanent De-Energization**

You may arrange for termination of your **Connection Services** through your **Retailer, Regulated Rate Provider** or **Default Supplier**. In such a case, we will permanently **De-Energize** your **Site** as soon as reasonably practicable. You will receive a final bill for **Connection Services**, and we have the right to require you to pay the unrecovered portion of any investment we made to provide your **Connection Services**.



***We will continue to bill De-Energized Sites until they are permanently De-Energized***

**8.3 Billing of De-Energized Sites**

We begin charging fees and charges for the services we provide as soon as we begin providing service, and we have the right to continue to charge these fees and charges until the respective **Site** is permanently **De-Energized**.

***We have the right to remove our Facilities from Your Property***

**8.4 Removal of Our Facilities from Your Property**

If we permanently **De-Energize** your **Site**, we have the right to enter **Your Property** and remove our **Facilities**.

***We may De-Energize your Site based on conditions at Your Property***

**8.5 De-Energization Based on Conditions at Your Property**

We have the right to **De-Energize** your **Site** or discontinue, restrict, or interrupt your **Connection Services** without notifying you in advance, or refuse to make **Connection Services** available to **Your Property**, if:

- we reasonably believe that **Your Property** has become hazardous,
- we reasonably believe **Your Property** is unsafe or defective or is about to become unsafe or defective,
- we reasonably believe there has been tampering with or alteration of any of our service conductors, seals or any **Facilities** or **Meters**, or
- we reasonably believe that **Connection Services** on **Your Property** are being used for an unlawful purpose or in connection with a criminal enterprise,

- we reasonably believe that **Your Property** does not comply with applicable statutes, regulations, standards and codes or our requirements,
- you own or operate a **Generating Unit** that is connected to our **Facilities** that you have not told us about,
- you own or operate any equipment that is capable of producing or storing power, whether or not that equipment is connected to or otherwise associated with a **Generating Unit**, and we reasonably believe that your operation of that equipment has caused or may cause a disturbance or power quality issues on our **Electric Distribution System**, or
- we reasonably believe that the continued provision of **Connection Services** to **Your Property** could cause damage to our **Facilities** or our **Electric Distribution System** or interfere with or otherwise disturb any other services we provide.

We will **Re-Energize** your **Site** or restore your **Connection Services** when:

- the condition that caused us to **De-Energize** the **Site**, discontinue, restrict, or interrupt your **Connection Services**, or refuse to make **Connection Services** available to **Your Property** has been corrected to our satisfaction,
- you have paid the costs of any services or **Facilities** that we have provided to fix the condition and prevent it reoccurring, and
- **Your Equipment** is approved by the appropriate authority.

*We may De-Energize your Site or discontinue, restrict, or interrupt your Connection Services for safety reasons*

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

**8.6 De-Energization for Safety or Operational reasons**

We may **De-Energize** your **Site** or discontinue, restrict, or interrupt your **Connection Services** or any other service we provide:

- to maintain the safety and reliability of our **Electric Distribution System**, the **Transmission System**, the **IES**, or the electrical system of a connecting entity,
- for any safety-related reason,
- when we are directed to do so by the **ISO**,
- when we are requested to do so by a public protective service, such as the police or fire department,
- to facilitate construction, installation, maintenance, repair, replacement or inspection of any of our **Facilities**, or
- for any other reason, including emergencies, forced outages, potential overloading of **EPC's Electric Distribution System**, the **Transmission System**, the **IES**, or **Force Majeure**.

We will **Re-Energize** your **Site** or restore your **Connection Services** when the condition that caused us to **De-Energize** your **Site** or to discontinue, restrict, or interrupt those services has been resolved.

*We will try to give notice of a De-Energization for safety or operational reasons, but are not required to do so*

*We may De-Energize your Site for other reasons*

**8.7 Notice of De-Energization for Safety or Operational Reasons**

If we **De-Energize** your **Site** or discontinue, restrict, or interrupt your **Connection Services** or any other service we provide to you for safety or operational reasons, we will make reasonable efforts to provide you with advance notice, but we may not always be able to do so.

**8.8 De-Energization for Other Reasons**

Subject to section 8.10 below, we may **De-Energize** your **Site** or discontinue, restrict, or interrupt your **Connection Services** or any other service we provide, or install a **Load Limiting Device** or **Load Limiting Program** to restrict the capability of **Connection Services** if you:

- fail to make payment to us,
- fail to make payment to your **Retailer, Regulated Rate Provider** or **Default Supplier** and your **Retailer, Regulated Rate Provider** or **Default Supplier** requests us to **De-Energize** your **Site**
- fail to enable access to a **Meter** on **Your Property** after receiving a request to do so,
- change your requirements for **Connection Services** without our written permission,
- provide us with incorrect information or make fraudulent or unauthorized use of **Connection Services**, or
- otherwise violate any provision of these **Terms and Conditions** or other components of the **Distribution Tariff**,

*In most cases, we will give you at least 48 hours' notice of a De-Energization for other reasons*

*We will not De-Energize the Sites of residential Customers at certain times of the year*

*We will Re-Energize your Site, but depending on why they were De-Energized, you may have to meet certain conditions before we will do so*

### **8.9 Notice of De-Energization for Other Reasons**

We or your **Retailer** will make reasonable efforts to give you at least 48 hours oral or written notice if we intend to **De-Energize** your **Site** or discontinue, restrict, or interrupt your **Connection Services** for any of the reasons set out in section 8.8 above, except where you have provided us with incorrect information or have made fraudulent or unauthorized use of **Connection Services**. If you have provided us with incorrect information or have made fraudulent or unauthorized use of **Connections Services**, we have the right to **De-Energize** your **Site** without giving you notice.

### **8.10 Load Limiting Device**

If you are a residential **Customer** who receives **Connection Services** from us under **Rate Schedule D100** and you have failed to make payment to your **Retailer**, **Regulated Rate Provider**, or **Default Supplier**, your **Regulated Rate Provider** or **Default Supplier** may request us to **De-Energize** your **Site**. However, at any time between October 15 to April 15, or if the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the date we would otherwise **De-Energize** your **Site**, instead of **De-Energizing** your **Site**, we may install or activate a **Load Limiting Device** or **Load Limiting Program**.

### **8.11 Re-Energization of a Site**

If we have **De-Energized** your **Site** or restricted your **Connection Services** with a **Load Limiting Device** or **Load Limiting Program** for any of the reasons set out in section 8.8, we will only **Re-Energize** your **Site** or remove the restriction once you have:

- paid all amounts in arrears you owe to us, your **Retailer**, **Regulated Rate Provider** or **Default Supplier** and you have

also made payment arrangements with us, your **Retailer**, **Regulated Rate Provider** or **Default Supplier** for any other outstanding amounts, and

- resolved any applicable non-financial reason for the **De-Energization**.

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

*If we De-Energize your Site for any reason, you are still required to pay our Distribution Tariff Charges*

#### **8.12 Liability for Distribution Tariff Charges**

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

*We are not liable to you for any loss or damage resulting from De-Energization or Disconnection of Connection Services*

#### **8.13 No Liability for De-Energization or Disconnection**

No **EPC Party** is liable to **Customers** or any other **Person** for any loss, damage, injury or claim of any nature whatsoever, including any form of direct damages, indirect damages, consequential damages, loss of income, loss of revenue or loss of profit, arising from or connected in any way with:

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

38

reduction in **Connection Services** or any other service we provide.

**SECTION 9– METERS AND METERING*****We provide Meter Services*****9.1 Meter Services**

We provide all **Meter Services** in our service area. We are accredited by Measurement Canada to provide these services and will only install Measurement Canada approved metering equipment.

***We own the Meters for all our Sites*****9.2 Ownership of Meters**

We will own, install, seal and approve the **Meters** for all **Sites** on our **Electric Distribution System** as set out in our **Metering Standard**, which you can find on the enmax.com website. We will own the **Meter**, even if it is attached to **Your Property**, and even if you have paid us for the **Meter**.

The type of **Meter** that we install will depend on the type of **Customer** you are and your needs.

If the **Customer** at a **Site** changes, we have the right to remove or modify the **Meters** at that **Site**.

We may make changes at any time to any **Meter** we have installed.

A **Customer** may install a **Meter** for the **Customer's** own use provided that the **Meter** is not installed between the **Meter** that we have installed and our **Electric Distribution System**. A **Meter** installed by a **Customer** for the **Customer's** own use must not be used for **Unauthorized Revenue Sub-metering**.

***We decide whether Sites are metered*****9.3 Metering of Sites**

We have the right, in our sole discretion, to decide whether a **Site** will be metered or unmetered.



***We will install interval Meters under certain circumstances***

#### **9.4 Interval Meters**

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

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

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

#### **9.5 Costs of Interval Meters**

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

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

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

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

***Our Metering Standard applies to all new Service Connections***

**9.6 Metering for New Service Connections**

All new metered **Service Connections** will be metered in accordance with our **Metering Standard**, which you can find on the enmax.com website.

***You must provide a suitable Meter socket***

**9.7 Meter Socket**

You must provide, own and install a **Meter** socket or **Meter** enclosure and other structures or equipment that we determine are required for us to provide **Meter Services**. All **Meter** sockets must be **CSA** approved. The specific requirements are set out in our **Requirements for Distribution Wires Access, Network Servicing Policies and Guidelines** and related documents, which you can find on the enmax.com website.

***Our employees and contractors may enter Your Property to read or test the Meter***

**9.8 Meter Access, Reading and Testing**

We must have access to the **Meter** on **Your Property** in order to provide **Meter Services**, and you must give us that access.

If we are unable to access the **Meter** on **Your Property** or if we are unable to access the **Meter** safely, we will make reasonable efforts to contact you and make arrangements so that we have consistent, safe access to the **Meter**.

We may enter onto **Your Property** at any reasonable time and without notice, to provide **Meter Services**. You are not allowed to prevent or interfere with our entry to **Your Property** for these purposes.

You may request that the **Meter** on **Your Property** be tested. If you make such a request, we will arrange to test the **Meter**. You may also dispute the accuracy of the **Meter** through Measurement Canada under the *Electricity and Gas Inspection Act* (Canada).

42

We will charge you a fee for **Meter** testing that you request. This fee is set out in Schedule A. If the test shows that the **Meter** is inaccurate, we will refund the fee to you.

**SECTION 10– SPECIFIC PROVISIONS RELATING TO DISTRIBUTED ENERGY RESOURCE****CUSTOMERS**

*This section applies to Customers with Distributed Energy Resources*

**10.1 Distributed Energy Resources**

This section sets out the specific provisions that apply to **Customers** who own or operate **Distributed Energy Resources**.

The requirements in this section apply in addition to the requirements set out elsewhere in these **Terms and Conditions** that apply to **Connection Services**. If there is a conflict between a requirement set out elsewhere in these **Terms and Conditions** and a requirement set out in this section, this section governs, to the extent of the conflict.

If there is any conflict between the requirements of these **Terms and Conditions** and the **Micro-Generation Regulation**, the **Small Scale Generation Regulation**, or any rules and guidelines established by the **AUC** or the **ISO** with respect to **Distributed Energy Resources**, including micro-generation, those requirements govern, to the extent of the conflict.

*All Distributed Energy Resource Customers must apply for Distributed Energy Resource Interconnected Services*

**10.2 Eligibility**

Customers who meet our requirements may apply for **Distributed Energy Resource Interconnection Services**.

You and **EPC** must comply with all of the legislative and regulatory requirements that apply to **Distributed Energy Resources**. These include requirements under the **EUA** and its regulations as well as requirements imposed by the **AUC** and the **ISO**.

The requirements that you must meet before connecting **Your Equipment** to our **Electric Distribution System** are described in the **Distributed Energy Resource Technical Interconnection**

**Requirements, Requirements for Distribution Wires Access and Network Servicing Policies and Guidelines.** You can find these documents on the enmax.com website.

In addition, if **Your Equipment** is a **Micro-Generator**, you and **EPC** must also comply with any applicable requirements under the **Micro-Generation Regulation** and **AUC Rule 024** before connecting the **Micro-Generator** to our **Electric Distribution System**.

The regulations, **ISO** rules and standards and **AUC** rules and guidelines that apply to you may change. It is your responsibility to comply with any changes that affect you. We will not tell you when any of the requirements that affect you change, unless they are changes to requirements imposed by us.

***You must make an application***

### **10.3 Application**

In order to receive **Distributed Energy Resource Interconnection Services**, you must use the applicable application form established by us or the **AUC**, and you must return the completed application form to us. Our employees, agents and contractors are not authorized to orally change any parts of the application form or to make any promises that are not set out in the application. Any changes to our application form must be in writing and agreed to and signed by us.

If you ask us to, we will provide you with detailed information about how to apply for **Distributed Energy Resource Interconnection Services** as well as your and our responsibilities for the installation, operation and maintenance of **Distributed Energy Resources** and our **Facilities**.

*You must provide us with the information we require*

**10.4 Required Information**

In order to process your application for **Distributed Energy Resource Interconnection Services**, you must provide us with the information set out in our **Distributed Energy Resource Technical Interconnection Requirements**, which you can find on the enmax.com website.

*We may reject your application*

**10.5 Rejection of Application**

In addition to the reasons set out in section 3 above, for which we may reject an application for **Connection Services**, we may also reject an application for **Distributed Energy Resource Interconnection Services** if the proposed interconnection has characteristics that might adversely affect the quality of service supplied to other **Distributed Energy Resources**, other **Customers**, safety of the public, or the safety of **EPC's** employees or contractors.

*We will make reasonable efforts to provide you with service*

**10.6 Provision of Service**

If we approve your application for **Distributed Energy Resource Interconnection Services**, we will make reasonable efforts to provide you with service that will allow for the supply of **Electricity** from **Your Equipment** in a manner that does not degrade power quality or the operability of our **Electric Distribution System** or the **IES**.

*We may require you to enter into an Interconnection Agreement with us*

**10.7 Interconnection Agreement**

In order for you to receive **Distributed Energy Resource Interconnection Services**, we may require you to enter into an **Interconnection Agreement**, which includes all of the **Operating Procedures** that you must follow.

***All of Your Equipment must be suitable***

### **10.8 Suitability of Your Equipment**

All of **Your Equipment**, including the **Distributed Energy Resource**, must be suitable for operating with our **Distributed Energy Resource Interconnection Services**. You must not use your **Distributed Energy Resource** for any purpose or with any equipment that would cause a disturbance on any part of our **Electric Distribution System**.

The installation of **Your Equipment**, including the **Distributed Energy Resource**, must conform to the requirements of our **Distributed Energy Resource** standards and guidelines that we establish from time to time, including the **Distributed Energy Resource Technical Interconnection Requirements**. You can find these standards and guidelines on the enmax.com website.

You must operate and maintain **Your Equipment**, including the **Distributed Energy Resource**, in compliance with our standards and guidelines, including those set out in our **Distributed Energy Resource Technical Interconnection Requirements** and in the **Micro-Generation Regulation**.

***We will install a bi-directional Meter***

### **10.9 Metering**

If you request a new **Meter**, we will process that request according to our **Requirements for Distribution Wires Access** and our **Metering Standard**.

At your request, we will provide, install and seal a bi-directional **Meter** to measure the **Electricity** you inject onto or withdraw from our **Electric Distribution System**. The **Meter** is our property, even if it is located on or attached to **Your Property**, and even if you have paid for the Meter.

If required, we may install an additional **Meter** specifically for your **Distributed Energy Resource**.

If the **Generating Unit** is a community **Generating Unit** under the **Small Scale Generation Regulation**, we will comply with the metering requirements under that regulation.

If the **Generating Unit** is a **Micro-Generator**, we will comply with the metering requirements under the **Micro-Generation Regulation**.

We may make changes at any time to any **Meter** we have installed.

*You remain the owner of Meters installed by you on your side of our Meter*

#### **10.10 Your Meters**

You remain the owner of any meter owned and installed by you on your side of our **Meter**.

*We require telemetry for certain Distributed Energy Resources*

#### **10.11 Telemetry**

We require telemetry for all **Distributed Energy Resources** that have a capacity of 5 MW or larger. You are responsible for the cost of purchasing, installing and maintaining that telemetry.

We may also require you to purchase, install and maintain telemetry for a **Distributed Energy Resource** that has a lower capacity if we determine that telemetry is required in order to maintain reliable operation of our **Electric Distribution System**, or if the **ISO** tells us that it requires telemetry in order to maintain reliable operation of the **IES**.

Details regarding our telemetry requirements are set out in our **Distributed Energy Resource Technical Interconnection Requirements**, which you can find on the enmax.com website.



***You must pay the cost of interconnecting Your Equipment unless the Micro-Generation Regulation applies***

### **10.12 Interconnection Costs**

You must pay us for the interconnection of **Your Equipment** to our **Electric Distribution System** unless the **Micro-Generation Regulation** requires us to invest in that interconnection.

Interconnection costs include, but are not limited to, costs we incur in the design, supply, construction, operation and maintenance of all interconnection, protective and metering equipment, including the costs of any changes to the **Facilities**. Our investment policy (described in Section 12, 13 and 14) applies to these interconnection costs.

***You must buy and maintain liability insurance at your cost.***

### **10.13 Insurance**

Unless the terms of our **Interconnection Agreement** with you provide otherwise, you must buy a liability insurance program for the operation of your **Distributed Energy Resource** that a prudent operator of similar equipment would buy. You must pay the cost of this insurance and you must keep it in place for so long as your **Distributed Energy Resource** is connected to our **Facilities**.

Your insurance must include waivers of subrogation in favour of us. Any commercial general liability policy that you buy must include a cross liability and blanket contractual clause, and must name us as an additional insured.

You must provide us with a copy of the certificate of insurance.

***You are responsible for the proper use of our service and the condition of Your Equipment***

### **10.14 Distributed Energy Resource Liability**

As a condition of receiving **Distributed Energy Resource Interconnection Services**, you assume full responsibility for the proper use of those services and for the condition, installation and suitability of **Your Equipment**.

**SECTION 11– SPECIFIC PROVISIONS RELATING TO TRANSMISSION CONNECTED CUSTOMERS**

*This section applies to Transmission Connected Customers*

**11.1 Transmission Connected Customers**

This section sets out the specific provisions that apply to **Transmission Connected Customers**. The requirements in this section apply in addition to the requirements set out elsewhere in these **Terms and Conditions** that apply to **Connection Services**. If there is a conflict between a requirement set out elsewhere in these **Terms and Conditions** and a requirement set out in this section, this section governs, to the extent of the conflict.

*We will make arrangements with the ISO for System Access Service*

**11.2 System Access Service**

Unless you have our permission to contract directly with the **ISO** for **System Access Service** under section 11.8 below, we will arrange for the provision of **System Access Service** from the **ISO** for you. The arrangements for **System Access Service** and associated transmission **Facilities** for you will be aligned with your service requirements. The rates, terms and conditions of the **ISO** tariff will be applied directly to you.

We will commit to the **ISO** for the construction of any new **Facilities** required to provide **System Access Service** to you only after we have made credit arrangements, guarantees and commitment agreements with you that are acceptable to us.

You are required to sign an interconnection agreement with the transmission facility owner before we will enter into a **System Access Services** agreement with the **ISO** on your behalf.

*You must pay for any Facilities*

**11.3 New Facilities**

If new **Facilities** are required to provide **System Access Service** to you and if the **ISO** or the transmission facility owner requires a

*You are also subject to the ISO's tariff*

customer contribution in respect of those **Facilities**, a charge for that contribution will apply directly to you and payment must be made as required under the terms of the **ISO** tariff.

#### **11.4 Application of the ISO's Tariff**

You are subject to the provisions of the **ISO's** tariff as it applies to **EPC** at the **POD** to which you are connected. We will invoice you for all amounts under the **ISO's** tariff that apply to you, including contributions, riders, application fees, miscellaneous charges, study costs, and **ISO** deferral account dispositions.

We will invoice you as set out in the **Rate Schedule** that applies to **Transmission Connected Customers**.

*Your Meter will be at the POD*

#### **11.5 Metering**

Your **Meter** is the **Meter** at the respective **POD** and is subject to the **ISO's** metering requirements. You will be responsible for any cost associated with any changes or upgrades to the **Meter** that are required to provide **System Access Service** and to satisfy the **ISO's** metering requirements.

*You may request changes to your System Access Service, but the ISO must agree to them*

#### **11.6 Changes to System Access Service**

If you wish to change your **System Access Service**, you must send us a written request that complies with the notice requirements set out in the **ISO's** tariff. We will make a request to the **ISO** on your behalf for an increase or decrease in transmission contract levels at the **POD** to which you are connected, or for a change to the terms of **System Access Service**.

Any changes to your **System Access Service** will be effective only when the **ISO** and **EPC** agree to them.

*You are responsible for exit costs when your service ends*

You must pay any costs associated with the change to your **System Access Service**. If the change results in a refund from the **ISO**, we will credit you with the refund.

#### **11.7 Exit Costs**

If your **System Access Service** ends, you must pay all transmission-related exit costs, including:

- any costs the **ISO** charges to us as a direct consequence of your **System Access Service** ending,
- the present value of any ongoing **System Access Service** costs for the particular **POD** that are attributable to you and that we will not otherwise be able to recover from you as a direct consequence of your termination of service,
- any other un-recovered transmission related amounts as set out in the contract between you and us, and
- any outstanding amounts attributable to you with respect to, but not limited to, any deferral accounts, rate riders or **AUC** decisions.

*You may enter into an arrangement directly with the ISO for System Access Service, but only with prior approval*

#### **11.8 Contracting Directly with the ISO for System Access Service**

If you wish to contract directly with the **ISO** for **System Access Service**, you may do so only with prior approval as required by subsection 101(2) of the **EUA** and section 24.4 of the **Transmission Regulation**. This approval is discretionary.

If you receive approval to contract directly with the **ISO** for **System Access Service**, we have the right to bill you directly for all riders or other charges approved by the **AUC** and any local access fees for

52

services we provided to you before you began to receive **System Access Service** directly from the **ISO**.

Once you begin to receive **System Access Service** directly from the **ISO** and you have paid any outstanding amounts that you owe us, you will no longer be subject to our **Distribution Tariff**.

**SECTION 12– EPC INVESTMENT –GENERAL PROVISIONS**

***System feeders on City of Calgary property may be subject to City Standards***

**12.1 System Feeders on City of Calgary Property**

If we construct a system feeder on City of Calgary property, including along City of Calgary roadways, our investment will include the cost of complying with any applicable **City Standards**.

***You must provide space for our Facilities and any property rights that we need to provide service to you***

**12.2 Space for our Facilities**

You will provide us, free of charge, with space on **Your Property** for us to install the **Facilities** required to provide a **Service Connection**. The specific equipment we must install will vary depending on your service requirements, but may include transformers, pull-boxes and switchgear.

The space you provide us must meet our requirements, including operational clearance zones, and must allow us to safely install, access, operate and maintain our **Facilities**.

You will also provide us, free of charge, with any easements, rights-of-way and rights of entry over, on or under **Your Property** that we require to install and access the **Facilities** needed to provide a **Service Connection to Your Property**.

**SECTION 13— EPC INVESTMENT IN RESIDENTIAL DEVELOPMENTS**

***We have different investment policies for standard and non-standard residential developments***

**13.1 Standard and Non-standard Residential Developments**

As described in section 13.2 below, we have different investment policies for standard and non-standard residential developments.

A standard residential development has the following characteristics:

- there will be at least 15 lots or dwellings in any single development area,
- the development is made up of individually serviced dwellings,
- there is no subdivision of existing lots that we already provide service to (such as for infill developments),
- an average lot will be no wider than 23 metres,
- at least 7 lots or dwellings will be serviced from each new transformer,
- we may use transformers to serve the residential development that were previously installed to serve earlier parts of the development,
- the distance from the nearest primary supply point to the first transformer divided by the greater of the number of lots or the number of individually serviced dwellings will be no more than 12 metres, and
- no dwelling will have more than a 200 Amp service.

A residential development that does not have all of these characteristics is a non-standard residential development.

***We will invest in a modified underground residential distribution system for a standard residential development***

### **13.2 Responsibility for Residential Development Costs**

For standard residential development, we will invest the full amount necessary to provide a modified underground residential distribution system. This includes an overhead feeder, underground services to individual lots and the material cost associated with the service coil, as defined in our **Requirements for Distribution Wires Access**. You are responsible for the maintenance and replacement of the service coil on **Your Property**.

If you want a total underground residential distribution system, with an underground feeder rather than an overhead feeder, you must pay us the difference between the cost of an underground feeder and an overhead feeder.

For non-standard residential and multi-family dwelling developments, you must pay the actual cost of the **Service Connection** less the applicable non-standard residential investment level.

You can find the amount we will invest in residential developments in the Investment Level Schedule that forms part of these **Terms and Conditions**.

Where a residential development includes one or more **Generating Units** that are **Micro-Generators**, we will comply with the metering and connection provisions of the **Micro-Generation Regulation**.

You must make a **Customer Contribution** to us if there is a difference between the cost of your **Service Connection** and the amount we invest. As described in section 1.6 above, we will provide you with an estimate of your **Customer Contribution**. However, the **Customer Contribution** that you must pay will always be based on the actual cost of your **Service Connection**, not the estimated cost.



**SECTION 14—EPC INVESTMENT IN NON-RESIDENTIAL DEVELOPMENTS**

*We offer Meter-based and Demand-based investments*

**14.1 Meter-based and Demand-based Non-residential Investments**

Where applicable, you may select one of our two investment options for non-residential investments. The first is a fixed investment per **Meter**. The second is a **Demand**-based investment amount that is determined based on the **Minimum Contract Demand**.

Not all non-residential developments qualify for a **Demand**-based investment. In order to qualify for a **Demand**-based investment, you must meet the requirements for rate classes D300, D310 or D410, you must have a **Meter** that is capable of recording **Demand**, and you must enter into one of our **Minimum Demand Agreements** for a term of 5, 10 or 15 years.

If you meet the eligibility requirements for both types of investment, you may choose which type of investment you want us to make.

*Our investment depends on the characteristics of your development, but we do not invest in any transmission facilities*

**14.2 EPC Standard Non-Residential Investment**

The **EPC Standard Non-Residential Investment** for non-residential developments depends on your development, its expected characteristics, and the **Rate Class** into which it will fall. You can find the **EPC Standard Non-Residential Investments** in the Investment Level Schedule that forms part of these **Terms and Conditions**. We may invest an amount that is less than the **EPC Standard Non-Residential Investment** in the circumstances described elsewhere in this section. If Section 14.8 applies, we may invest more than the **EPC Standard Non-Residential Investment**. We do not invest in transmission facilities.

You must make a **Customer Contribution** to us if there is a difference between the cost of the **Service Connection** and the applicable **EPC Standard Non-Residential Investment**. As described in section 1.6 above, we will provide you with an estimate of your **Customer Contribution**. However, the **Customer Contribution** that you must pay will always be based on the actual cost of your **Service Connection**, not the estimated cost.

*Different terms apply to the connection of different Distributed Energy Resources*

#### **14.3 Connection of Distributed Energy Resources**

If your development has a **Generating Unit** that is a **Micro-Generator**, we will comply with the connection requirements under the **Micro-Generation Regulation**.

If your development has a **Distributed Energy Resource** other than a **Micro-Generator**, you must pay the cost of all **Facilities** that are required for us to provide you with **Distributed Energy Resource Interconnection Services**.

*We will only invest if you meet these conditions*

#### **14.4 Applicable Conditions**

For non-residential developments, we will only invest in new **Service Connections** or where additional **Facilities** are required to serve new **Load** at an existing **Service Connection**.

To receive an investment that is based on **Demand** (as shown in the Investment Level Schedule that forms part of these **Terms and Conditions**), you must also enter into our **Minimum Demand Agreement** with a term of 5, 10 or 15 years. The term of the **Minimum Demand Agreement** will affect the **EPC Investment**: the longer the term, the more we will invest.

If you assign your **Minimum Demand Agreement**, the **Person** to whom you assign it will be subject to your past billing and **Demand** history under that agreement.

If you sell or otherwise dispose of **Your Property** without formally assigning your **Minimum Demand Agreement**, you will be deemed to have assigned that agreement to the **Person** to whom you sell or otherwise dispose of **Your Property**, and that **Person** will be subject to your past billing and **Demand** history under that agreement.

It is the sole responsibility of the **Person** who takes over the use or operation of an existing **Site** to undertake thorough due diligence to determine whether any **EPC Agreements** apply to that **Site** and the terms of those agreements.

*We may make an additional investment up to five years after we Energize your Service Connection*

#### **14.5 Additional Investment**

If you demonstrate to our satisfaction, or if we determine that your peak electrical **Load** has changed within five years after the date we **Energize** your non-residential **Service Connection** and that change meets at least one of the requirements for an additional investment from us, we will make that additional investment. These requirements include a) additional metered services, and/or b) additional electrical Demand that you would be willing to contract for under a Minimum Demand Agreement.

*We may refuse to invest in temporary Service Connections*

#### **14.6 Temporary Service Connections**

If we reasonably believe that the **Service Connection** that you have requested will be used for two years or less, then we consider that **Service Connection** to be temporary, and we have the right to refuse to invest in that **Service Connection** and to require that you pay us the following, before we provide the **Service Connection**:

*We have the right to withhold or reduce our investment*

- the estimated cost of **Facilities**, plus
- the estimated cost of installation and removal of **Facilities** necessary for the requested service, less
- the value of any material that we reasonably believe can be reused.

**14.7 Discretion to Withhold or Reduce our Investment in new Service Connections**

We have the right to withhold or reduce any investment we would otherwise make under this section. If we do so, we will provide you with a written explanation describing:

- our reasons for withholding or reducing our investment, and
- your right to appeal our decision to the **AUC**.

We will also send a copy of this explanation to the **AUC**.

*Some high density developments require us to install different types of Facilities*

**14.8 High Density Developments**

Certain high density developments, particularly zero lot line developments, do not provide sufficient space for us to install, access and maintain **Facilities** required to provide a standard or typical **Service Connection**. If we determine that this is the case with your development, we will invest in and install an underground feeder system and the ancillary equipment and **Facilities** that are needed to operate and maintain the underground feeder, including padmount switches, manholes and switches inside the transformer vault.

Additionally, if we, in our sole discretion, determine that standby transformation is required for us to provide reliable service to the type of development referred to in this section, we will invest in and install that standby transformation.

***You can change your  
Minimum Contract  
Demand******14.9 Changing Your Minimum Contract Demand***

If the **EPC Standard Non-Residential Investment** for your **Service Connection** is based on a **Minimum Contract Demand**, you may reduce your **Minimum Contract Demand** by repaying part of the investment we originally made. You may do this any time during the term of your **Minimum Demand Agreement**.

The amount you must pay to reduce your **Minimum Contract Demand** is determined using the following formula:

$$(original\ EPC\ investment - revised\ EPC\ investment) \times (1 - (contract\ years\ completed / contract\ term))$$

We may also, at our sole discretion, allow you to increase your **Minimum Contract Demand**, in which case we will increase the investment we originally made. This may only be done once, and must be done within five years of the date we **Energized** your **Service Connection**. The additional investment we will make if you increase your **Minimum Contract Demand** is determined using the following formula:

$$(revised\ EPC\ investment - original\ EPC\ investment) \times (1 - (contract\ years\ completed / contract\ term))$$

***We do not refund  
Customer Contributions******14.10 No Refund of Customer Contributions***

We will not refund any part of a **Customer Contribution** you made for your **Service Connection** if some or all of the **Facilities** we built for your **Service Connection** are later used to provide service to other **Customers**.

We also do not endorse, and will not facilitate, the refund of a **Customer Contribution** from one **Customer** to another.

***We will allow you to defer the effective date of your Minimum Demand Agreement by up to two years***

**14.11 Minimum Demand Agreement –Deferred Effective Date**

If you enter into a **Minimum Demand Agreement** with us, you may defer the effective date of that agreement by up to two years without affecting the timing or amount of our investment, so long as the deferred effective date is within five years from the date we **Energized your Service Connection**.

If you defer the effective date of your **Minimum Demand Agreement**, the termination date of that agreement will automatically be extended by the same period of time by which you deferred the effective date.

***We require a Customer Contribution for all Optional Facilities***

**14.12 Customer Contribution for Optional Facilities**

We will require you to pay the full cost of any **Facilities** that you request and we install that we consider to be **Optional Facilities**.

At the time we install **Optional Facilities**, we will also require you to pay an additional 20% of the full cost of those **Optional Facilities** in order to compensate us for the increased operation and maintenance expenses associated with them.

***If you have a primary metered Site, you may convert to a secondary metered Site***

**14.13 Conversion to Secondary Metered Site**

If you receive service from us under rate class D410 and you own (or rent) electric distribution equipment behind the **Meter** that falls within the definition of an **Electric Distribution System**, we consider your **Site** to be a “primary metered” **Site**.

If your **Site** is a primary metered **Site**, you are solely responsible for operating and maintaining the electric distribution equipment behind the **Meter**, and you must comply with the applicable requirements of the *Safety Codes Act* and the *Alberta Electrical Utility Code*.

62

If you have a primary metered **Site**, it may be possible to convert your **Site** to a secondary metered **Site**. Once converted, we will be responsible for operating and maintaining that equipment, and it will form part of our **Electric Distribution System**.

If you choose to convert your **Site** to a secondary metered **Site**, you must do so at your cost. We may invest in the conversion and will determine the amount, if any, on a case by case basis. In determining that amount, we will take into account factors including the age and condition of the existing equipment and whether it is suitable for continued use as part of our **Electric Distribution System**.

**PART B: GENERAL****SECTION 15– INTERPRETATION**

***These Terms and Conditions take priority over other agreements if there is a conflict***

**15.1 Conflicts**

If there is any conflict or ambiguity between a provision in these **Terms and Conditions** or a **Rate Schedule** and in any **EPC Agreement**, the provisions of these **Terms and Conditions** or the **Rate Schedule** will govern, to the extent of the conflict or ambiguity.

***The headings on the Terms and Conditions do not affect their meaning***

**15.2 Headings and Marginal Notes**

The division of these **Terms and Conditions** into sections and the use of headings and marginal notes are intended to make the **Terms and Conditions** easier to understand, but do not affect the meaning or interpretation of the **Terms and Conditions** themselves.

***Plural includes singular and vice versa***

**15.3 Plural and Singular**

In these **Terms and Conditions**, words in the singular include the plural and words in the plural include the singular.

***Related words have corresponding meanings***

**15.4 Related Forms of a Word or Phrase**

Where a word or phrase is defined in these **Terms and Conditions**, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

***“Including” means “including without limitation”***

**15.5 Extended Meaning of “including”**

Where the word “including” is used in these **Terms and Conditions**, it means “including, without limitation.”



***References to legislation and AUC rules include all amendments***

### **15.6 Legislation and Rules**

Where these **Terms and Conditions** refer to a statute, regulation, or any rule made by the **AUC** or the **ISO**, that reference includes any amendments to them.

***These Terms and Conditions are governed by Alberta laws***

### **15.7 Governing Law**

These **Terms and Conditions** and **EPC Agreements** are governed by the laws of the Province of Alberta. Any lawsuit in connection with these **Terms and Conditions** or an **EPC Agreement** must be brought exclusively in an Alberta court.

***Notices under these Terms and Conditions must be in writing to the names and addresses set out***

### **15.8 Notices**

Notices under these **Terms and Conditions** or an **EPC Agreement** must be in writing and must be sent by mail, e-mail, delivery or fax (provided that if sent by fax, the original must then be sent by mail or delivered) addressed as follows:

- if to the **Customer**, to the address, e-mail address or fax number in our records,

- if to **EPC**:

ENMAX Power Corporation  
ENMAX Place  
141 – 50th Avenue SE Calgary, Alberta  
T2G 4S7

**Attention: Director, Legal Services.**

Any **Party** may change the name or position of the **Person** to receive notice or the address for notice by giving written notice of the change as set out in this Section. Notice sent by:

- fax will be considered delivered on the next **Business Day** provided there is confirmation the fax was sent,

- mail will be considered delivered at the end of the fourth **Business Day** after mailing,
- e-mail will be considered delivered at the time the e-mail is sent, unless the sender receives an error message indicating that the message could not be sent or was not delivered, in which case, the notice was not effective, and
- delivery will be considered delivered at the time of delivery so long as proof of delivery date is provided.

We will send general operational notifications electronically.

***ENMAX Energy Corporation is the Default Supplier***

**15.9 Default Supplier**

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

- continue to purchase **Retail Electricity Services** from the **Customer's Retailer** for any reason, or
- obtain **Retail Electricity Services** for any reason.

**SECTION 16 – OTHER REQUIREMENTS**

***We retain ownership of our equipment and Facilities***

**16.1 Ownership of Our Facilities**

We retain ownership of our **Facilities** even if they are located on or attached to **Your Equipment** or **Your Property**.

***You must pay the costs for service calls related to Your Equipment***

**16.2 Cost for Service Calls**

You must pay for service calls you request if the reason for your request relates to your operations or **Your Equipment**.

***We must comply with all ISO rules and you will assist with that***

**16.3 Compliance with ISO Rules**

We are required to comply with **ISO** operating instructions, policies and procedures, as set out in the current **ISO** rules and **ISO** operating policies and procedures. If we ask you to, you must cooperate with us to ensure that we are able to comply with these instructions, policies and procedures.

***We may use contractors***

**16.4 Contractors**

We may use contractors to do work on our behalf or to carry out our obligations under these **Terms and Conditions** or under an **EPC Agreement**.

**SECTION 17 – LIABILITY AND INDEMNITY**

*We are not liable to you for losses you suffer relating to Connection Services*

**17.1 Limitation of Liability**

Notwithstanding any other provision of these **Terms and Conditions** or of any agreement between **EPC** and a **Customer** relating to the provision of any **Connection Services**, an **EPC Party** will not be liable to a **Customer Party** for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by any **Customer Party**, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of an **EPC Party**, or any of them.

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

We provide **Connection Services** under these **Terms and Conditions**. **Customers** may enter into an arrangement or agreement with a **Retailer** or other **Person** for the provision of services beyond those that **EPC** provides under these **Terms and Conditions**. An **EPC Party** is not liable to a **Customer**, **Retailer** or other **Person** in law, equity, tort or contract for any loss, damage,

injury or claim of any nature whatsoever connected with these arrangements or agreements.

Any liability under this Section is limited to an amount in proportion to the degree to which the **EPC Party** is determined to be at fault in accordance with this section.

*You release us from liability for any damages you may suffer*

**17.2 Release**

Subject to section 17.1, an **EPC Party** will not be liable to any **Customer Party** for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the **Customer Party** however and whenever caused, and each **Customer Party** forever releases each and every **EPC Party** from any liability or obligation in respect thereof.

*You will be liable for losses we suffer if you breach these Terms and Conditions or any EPC Agreement*

**17.3 Your Liability**

In addition to any other liability provisions set out in these **Terms and Conditions** or any provision in an **EPC Agreement**, a **Customer Party** will be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by an **EPC Party**, whether of a direct or indirect nature, caused by or arising from any acts or omissions of a **Customer Party** that result in a breach of these **Terms and Conditions** or the applicable agreement, or any negligence or willful misconduct of a **Customer Party** outside of a breach of these **Terms and Conditions**. Any liability under this section will be limited to an amount in proportion to the degree to which the **Customer Party** is at fault in accordance with this section.

**SECTION 18 – INABILITY TO PROVIDE SERVICES**

***Our service obligations are suspended during a Force Majeure event***

**18.1 Force Majeure**

If a **Force Majeure** event occurs and affects our ability to provide any services, including **Connection Services**, our affected obligations under these **Terms and Conditions** and any related agreement will be suspended until such **Force Majeure** event ends and for such period of time afterwards as we reasonably require to restore the services. You must continue to pay all applicable charges in the **EPC Distribution Tariff Rate Schedule** during this period.

***We will notify you of the Force Majeure Event, including when it ends***

**18.2 Notification of End of Force Majeure event**

We will give you notice of the **Force Majeure** event and will give you notice when the **Force Majeure** event ends.

***We will try to resolve the effect of the Force Majeure event***

**18.3 Resolution of Force Majeure event**

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

**SECTION 19 – DISPUTE RESOLUTION**

***Disputes about AUC orders or directions must be referred to the AUC***

**19.1 Disputes About AUC Orders or Directions**

Any dispute between **EPC** and a **Customer** that relates to an **AUC** order or direction or that otherwise falls within the exclusive jurisdiction of the **AUC** must be referred to the **AUC** for resolution.

***We must try to resolve the dispute ourselves first***

**19.2 Resolution of Disputes Relating to the Terms and Conditions**

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

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

***The default arbitration process is arbitration by a single arbitrator***

**19.3 Arbitration by a Single Arbitrator**

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

***If the parties to the dispute cannot agree on a single arbitrator, the dispute will be heard by three arbitrators***

***The arbitrators must be properly qualified***

***A decision must be rendered within 90 days or either Party may cancel the arbitration***

#### **19.4 Arbitration by Three Arbitrators**

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

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

#### **19.5 Qualification of Arbitrators**

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

#### **19.6 Date of Decision**

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

If the panel does not render a decision within this time period, then by giving 30 days' notice to the other **Party** and the arbitration panel, either **Party** may cancel the arbitration and either issue a



*The arbitration panel will make the final decision and neither you nor we may appeal it*

*Each Party will bear its own costs unless the arbitration panel orders otherwise*

*The Arbitration Act applies to arbitrations*

*Parties to a dispute must continue to meet their obligations*

new notice of arbitration or have the dispute resolved in court as if this Section 19 did not exist.

#### **19.7 Decision of Arbitrators is Final**

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

#### **19.8 Arbitration Costs**

Unless the arbitration panel orders otherwise, each **Party** will bear its own costs.

In a dispute heard by a single arbitrator, the cost of the arbitrator will be shared equally by the **Parties**. In a dispute heard by three arbitrators, each **Party** shall pay the costs of the arbitrator it appointed, and the costs of the third arbitrator will be shared equally by the **Parties**.

#### **19.9 Application of the Arbitration Act**

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

#### **19.10 Continuation of Obligations or Responsibilities**

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

**SECTION 20 – MISCELLANEOUS**

***You and we must comply with all applicable laws***

**20.1 Compliance with Laws**

You and we must comply with all existing or future applicable federal, provincial and local laws and all existing or future orders or other actions of the **ISO**, the **AUC**, or of any governmental or regulatory bodies that have jurisdiction over **EPC**.

We will not violate or become a party to a violation of any requirement of the **ISO**, the **AUC**, or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide any services to you.

Our obligation to provide service under these **Terms and Conditions** is subject to the condition that you and we have obtained and will maintain all required governmental and regulatory approvals.

***Waivers must be in writing and signed in order to be effective***

**20.2 Waivers to be in Writing**

If we do not insist on strict performance of any provisions of these **Terms and Conditions** or an **EPC Agreement**, that will not be treated as a waiver of any such provisions. A waiver of any term or condition of these **Terms and Conditions** or an **EPC Agreement** will only be valid if it is in writing and signed by EPC.

***You cannot assign any of your rights and obligations under the Terms and Conditions unless you meet these conditions, but we may assign our rights and obligations without your consent***

**20.3 Assignment**

You are not permitted to assign any of your rights or obligations under these **Terms and Conditions** to any other **Person**, including the purchaser of land upon which service under our **Distribution Tariff** is provided, an affiliate or successor, without first obtaining:

- all necessary regulatory approvals,
- our written consent, which we will not unreasonably refuse, and
- a written agreement in which the assignee agrees to be responsible for any transferred obligations, and to comply with these **Terms and Conditions**.

Any assignment that does not comply with these conditions is void.

We have the right to assign any of our rights and obligations under these **Terms and Conditions** without your consent to any **Person** that agrees, in writing, to be bound by all of these **Terms and Conditions**. We also have the right to assign any **EPC Agreement** without your consent to any **Person** that agrees, in writing to be bound by the **EPC Agreement**.

If regulatory approval is necessary for us to assign any of our rights and obligations under these **Terms and Conditions** or to assign an **EPC Agreement**, we must obtain that approval before the assignment can be effective.

*A transfer or assignment of any services or obligations does not change those services or obligations*

#### **20.4 Transfer of Obligations**

If you transfer or assign to another **Person** any services that we provide under our **Distribution Tariff**, an **EPC Agreement**, or any other document that imposes obligations on you with respect to any services we provide, all of the obligations and contractual arrangements that exist at the time of the transfer or assignment will remain in place unless new agreements or documents are entered into between us and that other **Person**.

Additionally, any change in service requirements that the other **Person** requires must be made in accordance with these **Terms and Conditions**.

**SECTION 21 – DEFAULT**

***You or EPC may be in default under the Terms and Conditions if certain events occur***

**21.1 Default**

A **Party** will be deemed to be in default (“Defaulting **Party**”), of its obligations under these **Terms and Conditions** if it:

- is the subject of a bankruptcy, insolvency or similar proceeding,
- makes an assignment for the benefit of its creditors,
- applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, or liquidator to manage all or a substantial portion of its assets,
- violates any code, rule, regulation or statute applicable to the supply of **Electricity**, or
- (i) fails to pay the other **Party** (“Non-Defaulting **Party**”) when payment is due, (ii) breaches these **Terms and Conditions**, or (iii) fails to satisfy any other obligation or requirement under these **Terms and Conditions** or any **EPC Agreement**, and fails to fix the applicable failure or breach within three **Business Days** after receiving written notice of the failure or breach from the Non-Defaulting **Party**.

***If you are in default, we may stop providing services to you***

**21.2 Remedies on Default**

In an event of default, the Non-Defaulting **Party** has the right to:

- pursue any and all available remedies, and
- terminate the applicable agreement without any liability or responsibility whatsoever, except for obligations arising before the date of termination, by giving written notice to the

Defaulting **Party**. Any such termination must comply with any applicable regulatory requirements.

If you file a petition in bankruptcy (or equivalent, including having an involuntary petition in bankruptcy filed against you) or become a Defaulting **Party**, we may keep any security posted by you without giving you prior notice.

If you fail to make any payment that is due, we may immediately withhold or suspend your service, terminate service, and apply any security held by us before the service coverage period of the security expires. In addition, we may take credit action against you on accounts that you have not paid. We may also require that you pay the costs that we incur in trying to recover amounts owed by you.

If we ask you to provide or maintain security and you fail to do so, we may immediately withhold or suspend services to you.

If we decide that you or a **Person** who guarantees your financial obligations is no longer creditworthy, we may demand alternative security and, if you do not provide it, we may immediately suspend services to you until we are satisfied that you are capable of meeting your payment obligations by either satisfying our credit requirements or providing security.

If we suspend our services, you are still required to pay any amounts owing to us.

**PART C : GLOSSARY**

The following words and phrases, whenever used in these **Terms and Conditions** and bolded, have the meanings set out below:

|                            |  |
|----------------------------|--|
| <b>Arbitration Act</b>     | means the <i>Arbitration Act</i> (Alberta)   |
| <b>AUC</b>                 | means the Alberta Utilities Commission   |
| <b>AUC Rule 021</b>        | means the Settlement System Code Rules as established, amended from time to time, and approved by the <b>AUC</b> under the authority of the <b>EUA</b>   |
| <b>AUC Rule 024</b>        | means the Rules Respecting Micro-Generation as established, amended from time to time, and approved by the <b>AUC</b> under the authority of the <b>EUA</b>  |
| <b>Billing Demand</b>      | means the demand as defined in the <b>EPC Distribution Tariff Rate Schedules</b>   |
| <b>Business Day</b>        | means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta  |
| <b>City Standards</b>      | means any City of Calgary bylaws, policies, conditions to approvals and permits, or similar documents  |
| <b>Connected Load</b>      | means in relation to a <b>Site</b> , the sum of the capacities or ratings of the <b>Electricity</b> consuming apparatus connected to our <b>Electric Distribution System</b> at the <b>Site</b>  |
| <b>Connection Services</b> | means “electric distribution service” as defined in the <b>EUA</b> and includes <b>Distributed Energy Resource Interconnection Services</b> , <b>Transmission Connected Services</b> and all of the other services provided by <b>EPC</b> to <b>Customers</b> under <b>EPC’s Distribution Tariff</b> |

|   |  |
|---|--|
| <b>CSA</b>  | means the Canadian Standards Association   |
| <b>Customer</b>                                     | <p>has the meaning given to it under the <b>EUA</b> but also includes any <b>Person</b> or entity:</p> <ul style="list-style-type: none"> <li>• to whom <b>EPC</b> provides service under its <b>Distribution Tariff</b>,</li> <li>• who applies for or otherwise requests service under <b>EPC's Distribution Tariff</b>, or</li> <li>• who owns, rents, or leases land upon which service under <b>EPC's Distribution Tariff</b> is or will be provided,</li> </ul> <p>but does not include a <b>Retailer</b>, a <b>Regulated Rate Provider</b> or a <b>Default Supplier</b></p> |
| <b>Customer Contribution</b>                        | means, for the purposes of <b>EPC's</b> investment policies, the difference between the cost of a <b>Service Connection</b> and the amount that <b>EPC</b> invests in that <b>Service Connection</b>   |
| <b>Customer Party</b>                               | means a <b>Customer</b> and its directors, officers, agents, contractors and representatives   |
| <b>De-Energize, De-Energized or De-Energization</b> | means the disconnection of metering or electrical equipment from the <b>Electric Distribution System</b> to prevent <b>Electricity</b> from flowing to or from a <b>Site</b>   |
| <b>Default Supplier</b>                             | means a <b>Retailer</b> appointed by an owner under Section 3 of the <i>Roles, Relationships and Responsibilities Regulation (Alberta)</i>   |
| <b>Demand</b>                                       | means the amount of <b>Electricity</b> delivered to or by a system (expressed in <b>kVA</b> ) at a given instant or averaged over any designated period of time  |
| <b>Distributed Energy Resource</b>                  | means any apparatus, device or equipment that is capable of producing or storing <b>Electricity</b> and <u>that is directly or indirectly</u>  |

|   |   |
|---|---|
|   | <u>electrically connected, either continuously or intermittently, to our</u>  |
|   | <b>Electric Distribution System</b>   |
| <b>Distributed Energy Resource Interconnection Services</b>               | means services provided by us which will allow for the delivery of <b>Electricity</b> to the <b>Facilities</b> by a <b>Distributed Energy Resource</b>  |
| <b>Distributed Energy Resource Technical Interconnection Requirements</b> | means the document that outlines the technical requirements for the interconnection of <b>Distributed Energy Resources</b> , and which can be found on the enmax.com website  |
| <b>Distribution Tariff</b>  | means a document prepared by us and approved by the <b>AUC</b> that sets out: <ul style="list-style-type: none"> <li>• <b>Rate Schedules</b>, and</li> <li>• the <b>EPC Distribution Tariff Terms and Conditions</b></li> </ul> |
| <b>Electric Distribution System</b>                                       | has the meaning given to it by the <b>EUA</b>   |
| <b>Electricity</b>  | has the meaning given to it by the <b>EUA</b>   |
| <b>Electricity Services</b>   | has the meaning given to it by the <b>EUA</b>   |
| <b>Eligible Customer</b>  | has the meaning given to it by the <b>EUA</b>   |
| <b>Energize, Energized or Energization</b>                                | means the connection of metering or electrical equipment to the <b>Electric Distribution System</b> to permit <b>Electricity</b> to flow to or from a <b>Site</b>   |
| <b>EPC (or we or us)</b>  | means ENMAX Power Corporation   |
| <b>EPC Agreement</b>  | means an <b>Interconnection Agreement</b> , a <b>Minimum Demand Agreement</b> , a <b>Retail Access Services Agreement</b> , a <b>Primary Metered Services Agreement</b> , and any <b>Operating Procedures</b>                   |



|   |  |
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| <b>EPC Distribution Tariff Terms and Conditions</b> | means these <b>Terms and Conditions</b> and the <b>Retailer Terms and Conditions</b>   |
| <b>EPC Investment</b>                               | means the investment that <b>EPC</b> will make in respect of a <b>Service Connection</b> , determined in accordance with these <b>Terms and Conditions</b>   |
| <b>EPC Party</b>                                    | means <b>EPC</b> and its employees, directors, officers, agents, contractors and representatives   |
| <b>EPC Standard Non-Residential Investment</b>      | means the investment that <b>EPC</b> will make in respect of a non-residential <b>Service Connection</b> , as shown in Schedule B, subject to reductions in the circumstances described in 0   |
| <b>EUA</b>  | means the <i>Electric Utilities Act (Alberta)</i>  |
| <b>Facilities</b>                                   | means our physical facilities including, transmission and distribution lines, wires, transformers, <b>Meters</b> , <b>Meter</b> reading devices, <b>Load Limiting Devices</b> and other electrical apparatus   |
| <b>Force Majeure</b>                                | means circumstances not reasonably within our control, including acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the <b>Electric Distribution System</b> is interconnected, failure of any supplier or <b>Retailer</b> to perform, failure, curtailment, interruption |

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|  | or reduction of the transmission or <b>Electric Distribution Systems'</b> capacity, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within our control. <b>Force Majeure</b> events do not include our lack of finances or inability to perform due to our financial condition, or decisions or orders made by the <b>AUC</b> in the normal course of exercising its authority over us |
| <b>Generating Unit</b>                       | has the meaning give to it by the <b>EUA</b>   |
| <b>IES or Interconnected Electric System</b> | has the meaning given to it by the <b>EUA</b>  |
| <b>Interconnection Agreement</b>             | means an agreement between us and a <b>Distributed Energy Resource</b> , which sets the terms upon which we provide <b>Distributed Energy Resource Interconnection Services</b> to the <b>Distributed Energy Resource</b> , and includes the associated <b>Rate Schedule</b> and any approval letter we issue in respect of the <b>Distributed Energy Resource</b>   |
| <b>Interval Meter</b>                        | means a <b>Meter</b> that measures, at intervals of 60 minutes or less, the amount of <b>Electricity</b> consumed, and satisfies the standards for revenue collection under the <i>Electricity and Gas Inspection Act</i> (Canada) and the <i>Weights and Measures Act</i> (Canada)  |
| <b>ISO</b>                                   | has the meaning given to it by the <b>EUA</b>  |
| <b>kVA</b>                                   | means kilovolt ampere or kilovolt amperes  |
| <b>Load</b>                                  | means the <b>Demand</b> and <b>Electricity</b> delivered or required to be delivered to a <b>Site</b>  |

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| <b>Load Limiting Device or Load Limiting Program</b> | means hardware or software that limits or reduces the electricity provided to the <b>Customer</b> , and which may be a standalone device or part of a <b>Meter</b>  |
| <b>Meter</b>   | is the device and associated equipment that measures and records the amount of <b>Electricity</b> that flows through a particular point, and satisfies the standards for revenue collection under the <i>Electricity and Gas Inspection Act</i> (Canada) and the <i>Weights and Measures Act</i> (Canada) |
| <b>Meter Services</b>                                | means all of the services associated with the metering of <b>Electricity</b> , including the purchase, installation, operation, reading, testing, maintenance, monitoring, replacement and removal of a <b>Meter</b>  |
| <b>Metering Standard</b>                             | means EPC's standard regarding metering equipment installed on the system, as found on enmax.com  |
| <b>Micro-Generation Regulation</b>                   | means the <i>Micro-Generation Regulation</i> (Alberta)  |
| <b>Micro-Generator</b>                               | means a micro-generator as defined in the <b>Micro-Generation Regulation</b>  |
| <b>Minimum Contract Demand</b>                       | is the minimum <b>Demand</b> , in <b>kVA</b> , contracted for by the <b>Customer</b>  |
| <b>Minimum Demand Agreement</b>                      | is an agreement between you and us in which you agree, among other things, to pay us <b>Demand</b> -based charges where the <b>Demand</b> upon which the charges are based is determined in accordance with the terms of the agreement  |
| <b>Network</b>                                       | means the geographic area located in and around the downtown core of the City of Calgary as may be amended by us from time to   |

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|  | time and as described in the <b>Network Servicing Policies and Guidelines</b>   |
| <b>Network Servicing Policies and Guidelines</b> | means the document that outlines the technical requirements that must be met by the <b>Customer</b> in order for <b>EPC</b> to provide <b>Connection Services</b> in the <b>Network</b> area, and which can be found on the enmax.com website                               |
| <b>Operating Procedures</b>                      | means the written procedures for the operation of both <b>Your Equipment</b> and our <b>Facilities</b> , as required for the safe and orderly operation of a <b>Service Connection</b>  |
| <b>Optional Facilities</b>                       | means <b>Facilities</b> requested by the <b>Customer</b> that are, in our opinion, beyond what is required to provide safe, reliable and economic service consistent with our standard service and are expected to cause increased operation and maintenance expenses to us |
| <b>Parties</b>                                   | means <b>EPC</b> , the <b>Customer</b> , or any other <b>Person</b> taking any services under these <b>Terms and Conditions</b> and " <b>Party</b> " means any one of them  |
| <b>Person</b>                                    | means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative   |
| <b>POD</b>                                       | means Point of Delivery, and is the point at which <b>Electricity</b> is transferred from a <b>Transmission Facility</b> to our <b>Electric Distribution System</b> and where the transferred <b>Electricity</b> is metered   |
| <b>Point of Service</b>                          | means any service that is assigned a unique <b>Site ID</b> as described in <b>AUC Rule 021</b>  |

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| <b>Power Factor</b>                               | means the ratio of real power measured in kilowatts to total or apparent power measured in <b>kVA</b>   |
| <b>Primary Metered Services Agreement</b>         | means an agreement between <b>EPC</b> and a primary metered <b>Customer</b> setting out the <b>Customer's</b> obligations with respect to the operation and maintenance of the equipment owned and operated by the <b>Customer</b>      |
| <b>Rate Schedule</b>                              | means that part of our <b>Distribution Tariff</b> that sets out our approved rates and charges  |
| <b>Re-Energize or Re-Energization</b>             | means the reconnection of metering or electrical equipment to the <b>Electric Distribution System</b> , which allows <b>Energy</b> to flow to or from a <b>Site</b>   |
| <b>Regulated Rate Provider</b>                    | means the owner of an <b>Electric Distribution System</b> , or a <b>Person</b> authorized by the owner that provides <b>Electricity Services</b> to <b>Eligible Customers</b> in the owner's service area under a regulated rate tariff |
| <b>Requirements for Distribution Wires Access</b> | means the document setting out the requirements for distribution wires access, and which can be found on the enmax.com website  |
| <b>Retail Access Services</b>                     | means "electric distribution service" as defined in the <b>EUA</b> and includes all of the services provided by <b>EPC</b> to <b>Retailers</b> under <b>EPC's Distribution Tariff</b>   |
| <b>Retail Electricity Services</b>                | has the meaning given to it by the <b>EUA</b>   |
| <b>Retailer</b>                                   | has the meaning given to it by the <b>EUA</b>   |
| <b>Retailer Terms and Conditions</b>              | means the <b>Terms and Conditions</b> that apply to <b>Retailers</b> and that, together with these <b>Terms and Conditions</b> , form the <b>EPC Distribution Tariff Terms and Conditions</b>   |

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| <b>Service Connection</b>                    | means the physical connections of the <b>Facilities</b> to the equipment of a <b>Customer</b>  |
| <b>Site</b>                                  | means a unique end use service delivery point  |
| <b>Site Identification Number or Site ID</b> | means a unique identification number assigned by us to a <b>Site</b>   |
| <b>Small Scale Generation Regulation</b>     | means the <i>Small Scale Generation Regulation</i> (Alberta)   |
| <b>System Access Service</b>                 | has the meaning given to it by the <b>EUA</b>  |
| <b>Tariff Billing Code</b>                   | means <b>AUC</b> Rule 004  |
| <b>Terms and Conditions</b>                  | means these terms and conditions   |
| <b>Transmission Connected Customer</b>       | <p>means for the purposes of exemption from distribution charges as defined in the <b>Rate Schedule</b>:</p> <ul style="list-style-type: none"> <li>• a <b>Customer</b> whose <b>Service Connection</b> is at a transmission voltage of 69 kV and above, or</li> <li>• a <b>Customer</b> whose plant <b>Site</b> is contiguous with a <b>Transmission Facility</b> and takes service directly from the <b>Transmission Facility</b>, or through a transformer which is directly connected to the <b>Transmission Facility</b></li> </ul> |
| <b>Transmission Connected Services</b>       | means the services provided by us to <b>Transmission Connected Customers</b> and includes <b>Meter Services</b> , <b>Meter</b> data management and other related services offered by us  |
| <b>Transmission Facility</b>                 | has the meaning given to it by the <b>EUA</b>  |
| <b>Transmission Regulation</b>               | means the <i>Transmission Regulation</i> (Alberta)   |

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| <b>Transmission System</b>               | means the <b>Transmission Facilities</b> that are owned and operated by us  |
| <b>Unauthorized Revenue Sub-metering</b> | means the use of any <b>Meter</b> not authorized by us for the purpose of measuring <b>Electricity</b> for the purpose of rendering an invoice to or charging another <b>Person</b> based on that measurement |
| <b>Your Equipment</b>                    | means any equipment or facilities on <b>Your Property</b> that you own or control and that is connected to our <b>Facilities</b>  |
| <b>Your Property</b>                     | means property that a <b>Customer</b> owns, rents or controls.  |

**ENMAX POWER CORPORATION**

**DISTRIBUTION TARIFF**

**Retailer Terms and Conditions**

Effective January 1, 2023



|   |           |
|---|-----------|
| <b>INTRODUCTION .....</b>                                 | <b>1</b>  |
| <b>PART A: RETAIL ACCESS SERVICES .....</b>               | <b>5</b>  |
| <b>SECTION 1 - OBTAINING RETAIL ACCESS SERVICES .....</b> | <b>5</b>  |
| 1.1 Eligibility .....                                     | 5         |
| 1.2 Confidentiality of Your Information .....             | 6         |
| <b>SECTION 2 - RETAILER OBLIGATIONS .....</b>             | <b>7</b>  |
| 2.1 General Obligations.....                              | 7         |
| 2.2 Enrolling Customers .....                             | 8         |
| 2.3 Electricity Purchases.....                            | 9         |
| 2.4 Retailer Identification Number.....                   | 9         |
| 2.5 One Retailer per Site .....                           | 9         |
| <b>SECTION 3 - OUR OBLIGATIONS.....</b>                   | <b>10</b> |
| 3.1 No Guarantee of Service .....                         | 10        |
| 3.2 AUC Rules .....                                       | 10        |
| 3.3 System Access Service.....                            | 10        |
| <b>SECTION 4 - METERING.....</b>                          | <b>11</b> |
| 4.1 Ownership of Meters .....                             | 11        |
| 4.2 Interval Meters.....                                  | 11        |
| 4.3 Metering of Sites .....                               | 12        |
| 4.4 Costs of interval Meter.....                          | 12        |
| 4.5 Meter Inspection and Testing .....                    | 12        |
| 4.6 Meter Reading.....                                    | 13        |
| 4.7 Estimating Consumption and Demand.....                | 13        |
| 4.8 Adjustments for Faulty Metering .....                 | 14        |
| 4.9 Data Collection .....                                 | 15        |
| 4.10 Historical Data .....                                | 15        |
| 4.11 Other Services .....                                 | 15        |
| <b>SECTION 5 - LOAD SETTLEMENT SERVICES .....</b>         | <b>16</b> |
| 5.1 Load Profile Information .....                        | 16        |
| 5.2 Custom Reports on Request.....                        | 16        |
| <b>SECTION 6 - BILLING AND INVOICING.....</b>             | <b>18</b> |
| 6.1 When Invoices are Due .....                           | 18        |
| 6.2 Customer Billing .....                                | 18        |

**TABLE OF CONTENTS**  
(continued)

6.3 Late Payment Penalties ..... 18

6.4 Suspension for Non-payment..... 18

6.5 Estimated Consumption ..... 18

6.6 Payment of Invoices ..... 19

6.7 Minimum Refund/Charge Amount..... 19

6.8 Invoicing Errors..... 20

6.9 Demand Waiver..... 20

6.10 Correcting Your Errors ..... 21

6.11 Fees and Taxes ..... 21

**SECTION 7 - SITE DE-ENERGIZATION and Re-Energization ..... 22**

7.1 Right to De-Energize a Site ..... 22

7.2 Notice ..... 22

7.3 No Liability for De-Energization or Disconnection ..... 22

7.4 Request to De-Energize a Site ..... 23

7.5 Billing of De-Energized Sites ..... 24

7.6 Request to Re-Energize a Site..... 25

**PART B: GENERAL ..... 1**

**SECTION 8 - INTERPRETATION ..... 1**

8.1 Conflicts ..... 1

8.2 Headings and Marginal Notes ..... 1

8.3 Plural and Singular..... 1

8.4 Related Forms of a Word or Phrase ..... 1

8.5 Extended Meaning of “including” ..... 1

8.6 Legislation and Rules ..... 2

8.7 Governing Law ..... 2

8.8 Notices..... 2

**SECTION 9 - Compliance ..... 4**

9.1 Compliance with ISO Rules..... 4

9.2 Cooperation with Governmental Directions ..... 4

9.3 Compliance with Laws ..... 4

**SECTION 10 - LIABILITY AND INDEMNITY..... 6**

10.1 Limitation of Liability ..... 6

**TABLE OF CONTENTS**  
(continued)

|  |  |           |
|--|--|-----------|
| 10.2   | Release .....  | 7         |
| 10.3   | Your Liability .....   | 7         |
| 10.4   | Indemnity .....  | 8         |
| <b>SECTION 11 - INABILITY TO PROVIDE SERVICES.....</b> |  | <b>9</b>  |
| 11.1   | Force Majeure .....  | 9         |
| 11.2   | Notification of End of Force Majeure Event.....                  | 9         |
| 11.3   | Resolution of Force Majeure Event.....                           | 9         |
| <b>SECTION 12 - DISPUTE RESOLUTION.....</b>            |  | <b>10</b> |
| 12.1   | Disputes About AUC Orders or Directions .....                    | 10        |
| 12.2   | Resolution of Disputes Relating to the Terms and Conditions..... | 10        |
| 12.3   | Arbitration by a Single Arbitrator .....                         | 10        |
| 12.4   | Arbitration by Three Arbitrators .....                           | 11        |
| 12.5   | Qualification of Arbitrators .....                               | 11        |
| 12.6   | Date of Decision .....   | 12        |
| 12.7   | Decision of Arbitrators is Final .....                           | 12        |
| 12.8   | Arbitration Costs.....   | 12        |
| 12.9   | Application of Arbitration Act .....                             | 12        |
| 12.10  | Continuation of Obligations or Responsibilities .....            | 13        |
| <b>SECTION 13 - WAIVERS AND ASSIGNMENTS .....</b>      |  | <b>14</b> |
| 13.1   | Waivers to be in Writing.....                                    | 14        |
| 13.2   | Assignment .....   | 14        |
| 13.3   | Transfer of Obligations.....                                     | 15        |
| <b>SECTION 14 - DEFAULT.....</b>                       |  | <b>16</b> |
| 14.1   | Default .....  | 16        |
| 14.2   | Remedies on Default .....  | 17        |
| <b>PART C: GLOSSARY .....</b>                          |  | <b>19</b> |

## INTRODUCTION

### ***Who are we?***

We are ENMAX Power Corporation, referred to in these **Terms and Conditions** as “EPC,” “we” or “us.” Related words such as “our” or “ours” also refer to **EPC**.

We own and operate an **Electric Distribution System** that we use to transport **Electricity** in our service area, which includes Calgary and some areas surrounding Calgary.

As the owner of an **Electric Distribution System**, we provide services to **Retailers**, which we refer to as **Retail Access Services**. These services enable **Retailers** to acquire access to our **Electric Distribution System** for the purpose of allowing **Retailers** to sell **Electricity** directly to **Customers**.

In these **Terms and Conditions**, we may refer to **Retailers** as “you.” Related words, such as “your” or “yours” also refer to **Retailers**.

These **Terms and Conditions** set out the rules that we must follow when we provide **Retail Access Services** to you and that you agree to follow in order to receive those services from us.

None of our employees have the right to change these **Terms and Conditions** or a **Rate Schedule**.

***These Terms and Conditions apply to our Retailers***

These **Terms and Conditions** apply to all **Retailers** in our service area and govern the relationship between **EPC** and **Retailers**. By taking service from us, you are deemed to have accepted these **Terms and Conditions**.

These **Terms and Conditions** do not apply to you if you are a **Customer**. There are separate **Customer Terms and Conditions** that apply to our **Customers**, and they can be found on the enmax.com website.

***We have a Retailer Handbook***

We have a *Retailer Handbook* to help **Retailers** understand our practices. We will amend this handbook from time to time to reflect changes in the electric utility industry, changes in our requirements, or changing needs of **Retailers** or **Customers**.

While we generally follow the practices described in the *Retailer Handbook*, these practices cannot anticipate every situation that may arise, and in some cases we may deviate from the practices described in the *Retailer Handbook*.

You can find a copy of our *Retailer Handbook* on the enmax.com website.

***Bolded words and phrases have specific legal meanings***

In these **Terms and Conditions**, you will see words and phrases that are **bolded**. These words and phrases have specific legal meanings. These meanings are set out in the Glossary in PART C of these **Terms and Conditions**.

***These Terms and Conditions form part of our Distribution Tariff***

***We are regulated by the AUC and must comply with the legislation that applies to us***

***We may amend these Terms and Conditions***

These **Terms and Conditions**, the **Customer Terms and Conditions** and our **Rate Schedules** together make up our **Distribution Tariff**. These **Retailer Terms and Conditions** and the **Customer Terms and Conditions** together form the **ENMAX Power Corporation Distribution Tariff Terms and Conditions**.

We and our **Distribution Tariff** are regulated by the Alberta Utilities Commission, or **AUC**. We must comply with all of the requirements in the *Electric Utilities Act*, or **EUA**, and the regulations made under the **EUA** that apply to owners of electric distribution systems.

These **Terms and Conditions** have been approved by the **AUC**. If you have a question or a complaint about the **ENMAX Power Corporation Distribution Tariff Terms and Conditions**, you may direct that question or complaint to us or to the **AUC**.

We may amend these **Terms and Conditions**, but any amendments must be approved by the **AUC**.

If we wish to amend these **Terms and Conditions**, we may file a notice of amendment with the **AUC**. This notice must set out the amendments we wish to make, and an explanation of how we will notify **Retailers** of the amendments.

The **AUC** will either accept our notice of amendment within 60 days after we file it or will establish a process for dealing with the proposed amendments.

***Structure of these  
Terms and Conditions***

If the **AUC** accepts our notice of amendment, the amendments described in that notice will be effective on the 61<sup>st</sup> day after the date we filed the notice.

If the **AUC** does not accept our notice of amendment but approves our proposed amendments using another process, the **AUC's** order approving the amendments will indicate when those amendments are effective.

You can find the most up to date version of these **Terms and Conditions** on the enmax.com website.

These Terms and Conditions are made up of three parts and one schedule.

PART A deals with the provision of **Retail Access Services**.  
PART B sets our general requirements, including those dealing with notices, defaults, dispute resolution and **Force Majeure**.

PART C is the glossary, where we define all of the bolded terms used in these **Terms and Conditions**.

Schedule A sets out the fees that we charge related to matters in the **Terms and Conditions**.

**PART A: RETAIL ACCESS SERVICES****SECTION 1 - OBTAINING RETAIL ACCESS SERVICES**

***Retailers must satisfy our eligibility requirements and complete our application form***

**1.1 Eligibility**

We will provide **Retail Access Services** to eligible **Retailers** in accordance with these **Terms and Conditions**.

You must complete our application for **Retail Access Services**, which you can find on the enmax.com website.

You must satisfy the following eligibility requirements in order to receive **Retail Access Services** from us:

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



***We will keep your credit  
and security information  
confidential***

We will perform connectivity testing to ensure data exchange communications are established only with prospective **Retailers** who have begun the eligibility process set out in these **Terms and Conditions**. You are responsible for making any changes to your systems and equipment that may be required to communicate with and receive data from us.

### **1.2 Confidentiality of Your Information**

We will keep your credit and security information confidential unless we have your written authorization to disclose that information to other parties. However, we are not required to keep information confidential if the information:

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

**SECTION 2 - RETAILER OBLIGATIONS*****Retailers have certain obligations*****2.1 General Obligations**

You must:

- ensure that you have all required authorizations to carry on business as a **Retailer** in any area where we offer service,
- use the **Site Identification Number** when you tell us about changes to the status of a **Site**,
- provide us with up-to-date basic **Customer** information (including alternate contact information, account name and if available, phone numbers and e-mail addresses) for all **Sites** that you service,
- be responsible for all charges associated with a **Site** until the **Site** is de-selected in accordance with **AUC Rule 021** or another **Retailer** enrolls that **Site**,
- act as the point of contact with **Customers**, and
- request **Retail Electricity Services** on behalf of **Customers**.

We expect you to be the primary point of contact with your **Customers**. You will be the main source of electricity industry information for your **Customers**.

It is your responsibility to assist **Customers** who are concerned about their consumption levels and to explain possible causes for their high consumption.

If you receive calls from your **Customers** about a power outage, you must immediately call our 24-hour trouble line at (403) 514-6100, or request the **Customer** to call that number. We have the right to test or audit your compliance with this requirement without notice to you. If these tests or audits show that your performance is unacceptable to us, we have the right to require you to take corrective action immediately.

**You should call 9-1-1 if the Customer is experiencing a life-threatening emergency.**

You are responsible for entering into contractual or other arrangements with **Customers**, consistent with the applicable rules and legislation. You are expected to be familiar with all of the legal requirements that apply to your business. Although we can provide you with help in understanding our **Terms and Conditions**, we cannot give you advice or help you to comply with the legal requirements that apply to your business.

You are responsible for the cost of all service requests you make on behalf of your **Customers**. We will invoice you for these services. The amounts that we will charge you for these services are set out in Schedule A.

***You are responsible for ensuring Customers are validly enrolled***

### **2.2 Enrolling Customers**

You are responsible for ensuring **Customers** are validly enrolled. You must confirm with the **Customer** that the **Customer** wishes to be enrolled and has given explicit approval for the enrollment.

***You are responsible for purchasing Electricity***

***You must use your Retailer identification number in all communications with us***

***We will not recognize or deal with more than one Retailer for any Site***

**2.3 Electricity Purchases**

You are solely responsible for purchasing **Electricity** for your **Customers**.

**2.4 Retailer Identification Number**

If we approve your application for **Retail Access Services**, you must use your **Retailer** identification number in all of your communications with us.

**2.5 One Retailer per Site**

We will only recognize or deal with one **Retailer** for any **Site** at any particular time.

**SECTION 3 - OUR OBLIGATIONS**

***We do not guarantee un-interrupted service***

**3.1 No Guarantee of Service**

We do not guarantee uninterrupted service. We must sometimes curtail or interrupt **Retail Access Services**. We will, however, take reasonable steps to minimize the number and duration of interruptions and outages.

As set out below in PART B; these **Terms and Conditions** limit your right to claim compensation from us as a result of any interruption or outage.

***We will comply with all applicable AUC rules***

**3.2 AUC Rules**

We will comply with all applicable **AUC** rules and you must do so as well.

***We will obtain the necessary System Access Service from the ISO***

**3.3 System Access Service**

We will obtain **System Access Service** from the **ISO** to enable the transportation of **Electricity** that you sell to **Customers**. You are responsible for the charges that we must pay to the **ISO** for this service.

## SECTION 4 - METERING

We provide all **Meter Services** in our service area. We are accredited by Measurement Canada to provide these services and will only install Measurement Canada approved metering equipment.

*We own the Meters for all our Sites*

### **4.1 Ownership of Meters**

We will own, install, seal and approve the **Meters** for all **Sites** on our **Electric Distribution System** as set out in our **Metering Standard**, which you can find on the enmax.com website. The type of **Meter** that we install will depend on the type of **Customer** and the **Customer's** needs. Although you or a **Customer** may ask for a different type of **Meter** at a **Site**, the final decision is ours.

If the **Customer** at a **Site** changes, we have the right to remove or modify the **Meters** at that **Site**.

*We will install Interval Meters under certain circumstances*

### **4.2 Interval Meters**

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

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

***We decide whether Sites are metered***

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

***We have the right to inspect and test Meters***

Once an **Interval Meter** has been installed at a **Site**, we will not remove it, even if you or the **Customer** ask us to.

#### **4.3 Metering of Sites**

We have the right to decide, in our sole discretion, whether a **Site** will be metered or unmetered.

#### **4.4 Costs of interval Meter**

If you request or a **Customer** requests, we may, at our sole discretion, agree to install:

- an interval **Meter** when the **Customer's** capacity requirement is less than 150 **kVA**,
- a communication device attached to an existing **Meter**, or
- an EPC approved non-standard **Meter**.

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

#### **4.5 Meter Inspection and Testing**

We have the right to inspect and test a **Meter** at any reasonable time.

If you request it, we will arrange for **Meter** testing. You may also dispute the accuracy of the **Meter** through Measurement Canada under the *Electricity and Gas Inspection Act* (Canada).

*We read all Meters in our service area*

We will charge you a fee for **Meter** testing that you request. This fee is set out in Schedule A. If the test shows that the **Meter** is inaccurate, we will refund the fee to you.

#### **4.6 Meter Reading**

We will read all **Meters** in our service area according to our meter reading schedule.

At your request, we will make an actual **Meter** reading “off cycle,” that is, outside of our **Meter** reading schedule. You will be required to pay the off-cycle **Meter** reading charge set out in Schedule A, unless the off-cycle **Meter** read shows that a prior recorded reading is incorrect. In that case, we will not charge you for the off-cycle read.

*In some cases, we will estimate consumption and Demand*

#### **4.7 Estimating Consumption and Demand**

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

- the **Customer’s Site** is unmetered,
- the **Meter** is inaccessible due to conditions on the **Customer’s** property,
- the **Meter** is not scheduled to be read,
- we determine that the amount of **Electricity** used was different from what was recorded or billed, regardless of the cause,
- a change to the **Meter** reading schedule or a **Meter** change creates a transition period in the **Customer’s** billing period,



*We will make adjustments due to faulty metering*

- the seal of a **Meter** is broken or the **Meter** does not register correctly, regardless of the cause, or
- if a **Retailer** requests an off-cycle usage period billing break (for example, when the **Customer** for a **Site** changes).

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

#### **4.8 Adjustments for Faulty Metering**

We may make adjustments to consumption and **Demand** in the following cases:

- the seal of a **Meter** is broken, regardless of the cause,
- the **Meter** does not register correctly, regardless of the cause,
- a **Site** has been incorrectly unmetered or incorrectly metered, regardless of the cause,
- a **Meter** has been found to be inaccurate in accordance with the *Electricity and Gas Inspection Act* (Canada), in which case we will make adjustments for not more than 3 months, unless it can be shown that the error was due to some specific reported cause, the date of which is known, in which case we will make an adjustment back to the actual date of the cause of the error, or
- a **Site** is unmetered and any seal attached to motors or other equipment is broken, regardless of the cause, or any unauthorized change has been made to our **Facilities**.

***We will manage and collect data from the Meters***

#### **4.9 Data Collection**

We will keep an accurate record of all **Meter** readings, and we will use these readings to bill **Retailers** in accordance with our **Distribution Tariff**.

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

***We will provide historical metering data under certain conditions***

#### **4.10 Historical Data**

We will provide historical metering data to a **Person** who asks for it if that **Person** has completed our “Authorization to Release Electricity Load Data” form and has provided us with written authorization from the **Customer** to whom the data relates.

We will provide historical data in a form and manner that satisfies the requirements of **AUC Rule 010**.

A **Person** who asks us for historical data beyond that which we must provide under **AUC Rule 010** must pay our charge for providing the data.

***We will provide other metering services, but you must pay us for them***

#### **4.11 Other Services**

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

## SECTION 5 - LOAD SETTLEMENT SERVICES

**Load Settlement** allocates **Electricity** consumption to **Retailers** based on **Customer** enrollments as set out in **AUC Rule 021**. We will make certain information available to you as described in this section. However, we will always obey the requirements of privacy and other legislation that applies to us, including the *Personal Information Protection Act* and the *Code of Conduct Regulation*.

***Load profile information can be found on our website***

### **5.1 Load Profile Information**

We will make **Load** profiles, **UFE**, loss multiplier and **Settlement Zone** consumption data publicly available on the enmax.com website. **AUC Rule 021** describes a number of standard content and standard format electronic transactions, and we implement them as described in that rule. Any requests for data that do not conform to the standard content and formats described in **AUC Rule 021** require a custom report. Custom reports are dealt with in section 5.2 below.

You will only have access to your **Customers'** consumption data.

***We may provide custom reports to you on request, at your cost***

### **5.2 Custom Reports on Request**

We may provide custom reports and other data to you on request, provided that you prove to us that you have the consent of the **Customers** to whom the data relates. You will be required to pay the charges set out in Schedule A. These reports and data may include detailed extracts of data that are used in settlement but that are not provided using the

standard content and standard formats described in **AUC Rule 021**.

You will only have access to your **Customers'** consumption data.

**SECTION 6 - BILLING AND INVOICING**

***Our invoices are due on the Payment Date***

**6.1 When Invoices are Due**

We will provide invoices to you as set out in the **Distribution Tariff Rate Schedule** and Schedule A. Payments of **Distribution Tariff** invoices from us are due on the **Payment Date**.

***You are responsible for Customer billings and collections***

**6.2 Customer Billing**

You are responsible for any direct billings to and collections from your **Customers**.

***Late payment penalties will apply to past due invoices***

**6.3 Late Payment Penalties**

If you do not pay an invoice by the **Penalty Date**, we will charge you the late payment penalties set out in Schedule A on the total current charges outstanding. Any payments you make to us will be applied first to arrears and then to current charges.

***We may suspend your eligibility as a Retailer if you do not pay your Distribution Tariff services on time***

**6.4 Suspension for Non-payment**

We will notify you if you fail to make payments for **Distribution Tariff** services on time. If you fail to make full payment after this notification, we have the right to suspend your **Retailer** eligibility status.

***We may provide invoices based on estimated consumption***

**6.5 Estimated Consumption**

We have the right to provide invoices based on estimated consumption in any of the circumstances described in section 4.7.

***You must pay the full amounts of all invoices received by their payment due dates***

### **6.6 Payment of Invoices**

You must pay the entire amount stated on the invoice without deduction, set-off or counterclaim, even if you dispute all or part of the amount.

Invoices will be considered paid when payment is made either by cheque or electronic funds transfer to the bank account specified by us in your **Retail Access Services Agreement**.

If any payment that you make is not honoured by your financial institution, we have the right to charge you a dishonoured payment fee, as set out in in Schedule A. A payment that is not honoured is not a valid payment to us, so if we do not receive a valid payment from you by the **Penalty Date**, we will also charge you a late payment charge.

Payments received in foreign currency will be credited to your account based on the foreign exchange dealer bid price that we receive on the date the payment is deposited.

If you do not agree with the amount of an invoice you receive from us, you must still pay it in full and on time. You do have the right to dispute any invoice you receive from us, but you must use the dispute resolution process set out in PART B: of these **Terms and Conditions**.

You are required to pay invoices by their **Payment Dates** whether or not you actually receive the invoice.

### **6.7 Minimum Refund/Charge Amount**

We do not issue refunds or charge for amounts less than \$10.00.

***No charges or refunds of less than \$10***

***We will correct any billing errors we make, but only if they are discovered or brought to our attention within 24 months***

### **6.8 Invoicing Errors**

If we overcharge or undercharge you as a result of an invoicing error, we will issue an adjusted invoice as described below. We do not pay or charge interest on under- or over-charged amounts.

**We will not make any adjustment for invoicing errors for a bill period that is more than 24 months earlier than the bill period in which the invoicing error was discovered or brought to our attention, unless we are required to do so by any governmental authority, legislation or regulation.**

If we have overcharged you, we will calculate the amount of the overcharge and deduct it from your next invoice. We will offset any overpayments against any outstanding invoices unless you ask us not to.

If we have undercharged you, we will calculate the amount of the undercharge and add it to your next invoice. The entire invoice, including any undercharged amounts related to past bill periods, is due on the **Payment Date**.

### **6.9 Demand Waiver**

We may, at our sole discretion, grant a **Demand** waiver request when the new **Demand** is the result of the simultaneous start of the **Customer's** equipment after a power outage, if that power outage was within our reasonable control. If we grant the waiver, the **Billing Demand** will be the higher of the **Minimum Contract Demand** and the **Ratchet Demand**. The peak **Demand** caused by the simultaneous start of the **Customer's** equipment will be

***We may grant Demand waiver requests resulting from our power outages***

***You must correct any errors in data you have transmitted to us***

***We will collect fees and taxes***

excluded from the calculation of **Ratchet Demand**. A written **Demand** waiver request must be provided to us within 90 days of the power outage that caused the new **Demand**. Requests for a **Demand** waiver should be sent to trac@enmax.com.

**6.10 Correcting Your Errors**

If you discover an error in data you have transmitted to us, you must correct the error and notify us immediately.

**6.11 Fees and Taxes**

We will collect local access fees, and all sales, excise, or other taxes with respect to any service we provide. You may request an exemption from the collection of any tax by providing us with documentation that proves to our satisfaction that the exemption applies to you.



**SECTION 7 - SITE DE-ENERGIZATION AND RE-ENERGIZATION**

***We may De-Energize a Site and discontinue Connection Services to a Customer***

***We will make reasonable efforts to provide notice of De-Energizations, but we are not required to do so***

***We are not liable for any loss or damage resulting from De-Energization or Disconnection***

**7.1 Right to De-Energize a Site**

We have the right to **De-Energize** a **Site** and discontinue, restrict, or interrupt **Connection Services** to a **Customer**, as set out in the **Customer Terms and Conditions**.

**7.2 Notice**

We will make reasonable efforts to notify you of the **De-Energization** of a **Site** or the discontinuation, restriction or interruption of any of the services we provide, but we are not required to give you notice.

**7.3 No Liability for De-Energization or Disconnection**

No **EPC Party** is liable to you or any other **Person** for any loss, damage, injury or claim of any nature whatsoever, including any form of direct damages, indirect damages, consequential damages, loss of income, loss of revenue or loss of profit, arising from or connected in any way with:

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

***We will De-Energize a Site  
at your request***

**7.4 Request to De-Energize a Site**

We will **De-Energize** a **Site** and discontinue **Connection Services** in respect of a **Customer**, either temporarily or permanently, where you submit a request to us that complies with the requirements of **AUC Rule 021**.

You may also submit a request for De-Energization of a Site for any reason contemplated by AUC Rule 003, provided the requirements of AUC Rule 003 have been satisfied, and subject to any other provisions governing De-Energization in these Terms and Conditions.

In accordance with **AUC Rule 021**, you may submit a request that ENMAX Power de-energize a **Customer Site**, either temporarily or permanently, due to vacancy or financial reasons, including non-payment.

We may **De-Energize** a **Site** at any time after receiving a request from you. However, in the circumstances described below, we have the right to refuse to **De-Energize** a **Site**:

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

- we will not **De-Energize** any **Site** if doing so would be contrary to any applicable law, or these **Terms and Conditions**.

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

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

We have the right to ask you to provide the **Customer's** contact name and phone number for the purpose of verifying the **De-Energization** request prior to de-energization of the Site. You are responsible for ensuring that the **Customer** is provided notice of a **De-Energization** and for the consequences of **De-Energization**.

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

#### **7.5 Billing of De-Energized Sites**

We begin charging fees and charges for the services we provide as soon as we begin providing service, and we have

***We will continue to bill De-Energized Sites until they are permanently De-Energized***

***We will Re-Energize a Site  
under certain conditions***

the right to continue to charge these fees and charges until the respective **Site** is permanently **De-Energized**.

**7.6 Request to Re-Energize a Site**

You may request us to **Re-Energize a Site** or to remove a **Load Limiting Device** or **Load Limiting Program** by sending us a request that complies with **AUC Rule 021**.

We may **Re-Energize a Site** or remove a **Load Limiting Device** or **Load Limiting Program** at any time after receiving a request from you. However, in the circumstances described below, we have the right to refuse to **Re-Energize a Site** or to remove the **Load Limiting Device** or **Load Limiting Program**.

If the **Site** was originally **De-Energized** or the **Load Limiting Device** or **Load Limiting Program** was installed:

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

- for any other reason, including emergencies, forced outages, potential overloading of **EPC's Electric Distribution System**, the **Transmission System**, the **IES**, or **Force Majeure**

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

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

We have the right to ask you to provide the **Customer's** contact name and phone number for the purpose of verifying the **Re-Energization** request or request to remove a **Load Limiting Device** or **Load Limiting Program**. You are responsible for ensuring that the **Customer** is provided notice of a **Re-Energization** or removal of a **Load Limiting Device** or **Load Limiting Program** and for the consequences of **Re-Energization** or removal of a **Load Limiting Device** or **Load Limiting Program**.

You agree that we have no liability for any **Re-Energization** or removal of a **Load Limiting Device** or **Load Limiting Program** that we do at your request, and you agree to indemnify us for any claims made against us by your **Customer** related to such a **Re-Energization** or removal of a **Load Limiting Device** or

**Load Limiting Program.** We will also not get involved in any dispute you and your **Customer** have in relation to a **Re-Energization** or **Load Limiting Device** or **Load Limiting Program** removal requested by you.

**PART B: GENERAL****SECTION 8 - INTERPRETATION**

***These Terms and Conditions take priority over other agreements if there is a conflict***

***The headings and marginal notes in these Terms and Conditions do not affect their meaning***

***Plural includes singular and vice versa***

***Related words have corresponding meanings***

***“Including” means “including, without limitation”***

**8.1 Conflicts**

If there is any conflict or ambiguity between a provision in these **Terms and Conditions** or a **Rate Schedule** and in a **Retail Access Services Agreement**, the provisions of these **Terms and Conditions** will govern, to the extent of the conflict or ambiguity.

**8.2 Headings and Marginal Notes**

The division of these **Terms and Conditions** into sections and the use of headings and marginal notes are intended to make the **Terms and Conditions** easier to understand, but do not affect the meaning of the **Terms and Conditions** themselves.

**8.3 Plural and Singular**

In these **Terms and Conditions**, words in the singular include the plural and words in the plural include the singular.

**8.4 Related Forms of a Word or Phrase**

Where a word or phrase is defined in these **Terms and Conditions**, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

**8.5 Extended Meaning of “including”**

Where the word “including” is used in these **Terms and Conditions**, it means “including, without limitation.”

*References to a statute or regulation include all amendments*

*These Terms and Conditions are governed by Alberta laws*

*Notices under these Terms and Conditions must be in writing to the names and addresses set out*

### **8.6 Legislation and Rules**

Where these **Terms and Conditions** refer to a statute, regulation, or any rule made by the **AUC** or the **ISO**, that reference includes any amendments to them.

### **8.7 Governing Law**

These **Terms and Conditions** and any **Retail Access Services Agreement** you enter into with us under these **Terms and Conditions** are governed by the laws of Alberta. Any lawsuit in connection with these **Terms and Conditions** or a **Retail Access Services Agreement** must be brought exclusively in an Alberta court.

### **8.8 Notices**

Notices under these **Terms and Conditions** or a **Retail Access Services Agreement** must be in writing and must be sent by mail, e-mail, delivery or fax (provided that if sent by fax, the original must then be sent by mail or delivered) addressed as follows:

- if to the **Retailer**, to the name and address, e-mail address or fax number set out in the **Retail Access Services Agreement** between the **Retailer** and us,
- if to **EPC**:

ENMAX Power Corporation  
ENMAX Place  
141 – 50th Avenue SE Calgary, Alberta  
T2G 4S7  
**Attention: Director, Legal Services.**



Any **Party** may change the name or position of the **Person** to receive notice or the address for notice by giving written notice of the change as set out in this Section. Notice sent by:

- fax will be considered delivered on the next **Business Day** provided there is confirmation the fax was sent,
- mail will be considered delivered at the end of the fourth **Business Day** after mailing,
- e-mail will be considered delivered at the time the e-mail is sent, unless the sender receives an error message indicating that the message could not be sent or was not delivered, in which case, the notice was not effective, and
- delivery will be considered delivered at the time of delivery so long as proof of the delivery date is provided.

We will send general operational notifications electronically.

**SECTION 9 - COMPLIANCE**

***We must comply with all ISO rules and you will assist with that***

**9.1 Compliance with ISO Rules**

We are required to comply with **ISO** operating instructions, policies and procedures, as set out in the current **ISO** rules and **ISO** operating policies and procedures. If we ask you to, you must cooperate with us to ensure that we are able to comply with these instructions, policies and procedures.

***We must comply with governmental orders and you will assist us to do so***

**9.2 Cooperation with Governmental Directions**

We may need to act in response to governmental or civil authority directives or regulatory orders, and you agree to cooperate with us in any reasonable manner that we may request in order to permit us to comply with the direction or order.

***You and we must comply with all applicable laws***

**9.3 Compliance with Laws**

You and we must comply with all existing or future applicable federal, provincial and local laws and all existing or future orders or other actions of the **ISO**, the **AUC**, or of any governmental or regulatory bodies that have jurisdiction over **EPC**.

We will not violate or become a party to a violation of any requirement of the **ISO**, the **AUC**, or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide any services to you.

Our obligation to provide service under these **Terms and Conditions** is subject to the condition that you and we have

obtained and will maintain all required governmental and regulatory approvals.

**SECTION 10 - LIABILITY AND INDEMNITY**

*We are not liable to you  
for losses you suffer  
relating to Retail Access  
Services*

**10.1 Limitation of Liability**

Notwithstanding any other provision of these **Terms and Conditions** or of any agreement between **EPC** and a **Retailer** relating to the provision of any **Retail Access Services**, an **EPC Party** will not be liable to a **Retailer Party** for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by any **Retailer Party**, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of an **EPC Party**, or any of them.

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

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

*You release us from liability for any damages you may suffer*

*You will be liable for losses we suffer if you breach these Terms and Conditions or any agreement between us*

**Conditions.** An **EPC Party** is not liable to a **Retailer** or other **Person** in law, equity, tort or contract for any loss, damage, injury, claim of any nature whatsoever connected with these arrangements or agreements.

Any liability under this Section will be limited to an amount in proportion to the degree to which the **EPC Party** is determined to be at fault in accordance with this section.

#### **10.2 Release**

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

#### **10.3 Your Liability**

In addition to any other liability provisions set out in these **Terms and Conditions** or any provision in a **Retail Access Services Agreement**, a **Retailer Party** will be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by an **EPC Party**, whether of a direct or indirect nature, caused by or arising from any acts or omissions of a **Retailer Party** that result in a breach of these **Terms and Conditions** or an applicable agreement, or any negligence or willful misconduct of a **Retailer Party** outside of a breach of these **Terms and Conditions**. Any liability under this section will be limited to an amount in proportion to the

*You must indemnify us for  
any third party claims*

degree to which the **Retailer Party** is at fault in accordance with this section.

**10.4 Indemnity**

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

**SECTION 11 - INABILITY TO PROVIDE SERVICES**

***Our obligations are suspended during a Force Majeure event***

**11.1 Force Majeure**

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

***We will notify you of the Force Majeure Event, including when it ends***

**11.2 Notification of End of Force Majeure Event**

We will give you notice of the **Force Majeure** event and must also give you notice when the **Force Majeure** event ends.

***We will try to resolve the effect of the Force Majeure event***

**11.3 Resolution of Force Majeure Event**

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

**SECTION 12 - DISPUTE RESOLUTION**

*Disputes about AUC orders or directions must be referred to the AUC*

**12.1 Disputes About AUC Orders or Directions**

Any dispute between **EPC** and a **Retailer** that relates to an **AUC** order or direction or that otherwise falls within the exclusive jurisdiction of the **AUC** must be referred to the **AUC** for resolution.

*We must try to resolve the dispute ourselves first*

**12.2 Resolution of Disputes Relating to the Terms and Conditions**

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

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

*The default arbitration process is arbitration by a single arbitrator*

**12.3 Arbitration by a Single Arbitrator**

The default arbitration process is arbitration by a single arbitrator jointly appointed by the **Parties** to the dispute. However, if the **Parties** cannot agree on an arbitrator within



***If the Parties cannot agree on a single arbitrator, the dispute will be heard by three arbitrators***

10 days of the notice of arbitration, the dispute will be heard by a panel of three arbitrators.

#### **12.4 Arbitration by Three Arbitrators**

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

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

***The arbitrators must be properly qualified***

#### **12.5 Qualification of Arbitrators**

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

***A decision must be rendered within 90 days or either Party may cancel the arbitration***

***The arbitration panel will make the final decision and neither you nor we may appeal it***

***Each Party will bear its own costs unless the arbitration panel orders otherwise***

***The Arbitration Act applies to arbitrations***

### **12.6 Date of Decision**

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

If the panel does not render a decision within this time period, then by giving 30 days' notice to the other **Party** and the arbitration panel, either **Party** may cancel the arbitration and either issue a new notice of arbitration or have the dispute resolved in court as if this SECTION 12 -did not exist.

### **12.7 Decision of Arbitrators is Final**

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

### **12.8 Arbitration Costs**

Unless the arbitration panel orders otherwise, each **Party** will bear its own costs.

In a dispute heard by a single arbitrator, the cost of the arbitrator will be shared equally by the **Parties**. In a dispute heard by three arbitrators, each **Party** shall pay the costs of the arbitrator it appointed, and the costs of the third arbitrator will be shared equally by the **Parties**.

### **12.9 Application of Arbitration Act**

Any arbitration under these **Terms and Conditions** will be conducted in accordance with the **Arbitration Act**. If there is a conflict between these **Terms and Conditions** and the

*Parties to a dispute must continue to meet their obligations*

**Arbitration Act**, these **Terms and Conditions** will prevail, to the extent of the conflict.

**12.10 Continuation of Obligations or Responsibilities**

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

**SECTION 13 - WAIVERS AND ASSIGNMENTS**

*Waivers must be in writing and signed in order to be effective*

*You cannot assign any of your rights and obligations under the Terms or a Retail Access Services Agreement unless you meet these conditions, but we may assign our rights and obligations without your consent.*

**13.1 Waivers to be in Writing**

If we do not insist on strict performance of any provisions of these **Terms and Conditions** or a **Retail Access Services Agreement**, that will not be treated as a waiver of any such provisions. A waiver of any term or condition of these **Terms and Conditions** or a **Retail Access Services Agreement** will only be valid if it is in writing and signed by the EPC.

**13.2 Assignment**

You are not permitted to assign a **Retail Access Services Agreement** or any of your rights or obligations under these **Terms and Conditions** to any other **Person**, including an affiliate or successor, without first obtaining:

- all necessary regulatory approvals,
- our written consent, which we will not unreasonably refuse, and
- a written agreement in which the assignee agrees to be bound by the **Retail Access Services Agreement**, to be responsible for any transferred obligations, and to comply with these **Terms and Conditions**.

Any assignment that does not comply with these conditions is void.

We have the right to assign any of our rights and obligations under these **Terms and Conditions** without your consent to any **Person** that agrees, in writing, to be bound by all of these

***A transfer or assignment of any services or obligations does not change those services or obligations***

**Terms and Conditions.** We also have the right to assign any **Retail Access Services Agreement** without your consent to any **Person** that agrees, in writing, to be bound by the **Retail Access Services Agreement**.

If regulatory approval is necessary for us to assign any of our rights and obligations under these **Terms and Conditions** or a **Retail Access Services Agreement**, we must obtain that approval before the assignment can be effective.

### **13.3 Transfer of Obligations**

If you transfer or assign to another **Person** any services that we provide under our **Distribution Tariff** or a **Retail Access Services Agreement**, all of the obligations and contractual arrangements that exist at the time of the transfer or assignment will remain in place unless new agreements are entered into between us and that other **Person**.

**SECTION 14 - DEFAULT**

*You or EPC may be in default under the Terms and Conditions if certain events occur*

**14.1 Default**

A **Party** will be in default (“Defaulting **Party**”) of its obligations under these Terms and Conditions if it:

- is the subject of a bankruptcy, insolvency or similar proceeding,
- makes an assignment for the benefit of its creditors,
- applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, or liquidator to manage all or a substantial portion of its assets,
- is de-certified by the **ISO**,
- violates any code, rule, regulation or statute applicable to the supply of **Electricity**, or
- (i) fails to pay the other **Party** (“Non-Defaulting **Party**”), when payment is due, (ii) breaches these **Terms and Conditions**, (iii) fails to maintain **Retailer** security as required or to satisfy any other obligation or requirement under these **Terms and Conditions** or a **Retail Access Services Agreement**, and fails to fix any such failure within three **Business Days** after receiving written notice of the failure or breach from the Non-Defaulting Party.

*If you are in default, we may stop providing services to you*

#### **14.2 Remedies on Default**

In an event of default, the Non-Defaulting **Party** has the right to:

- pursue any and all available remedies, and
- terminate the applicable agreement without any liability or responsibility whatsoever, except for obligations arising before the date of termination, by giving written notice to the Defaulting **Party**. Any such termination must comply with any applicable regulatory requirements.

If you file a petition in bankruptcy (or equivalent, including having an involuntary petition in bankruptcy filed against you) or become a Defaulting **Party**, we may keep any security posted by you without giving you prior notice.

If you fail to make any payment that is due, we may immediately withhold or suspend your service, terminate service, transfer your **Customers** to the **Default Supplier** or **Regulated Rate Provider** and apply any security held by us to amounts that you owe us before the service coverage period of the security expires.

We have the right to take credit action against you on accounts that you have not paid. We may also require that you pay our administrative and collection costs relating to the recovery of amounts owed by you.

If we ask you to provide or maintain security and you fail to do so, we may immediately withhold or suspend services to you.

If we decide that you or a **Person** who guarantees your financial obligations is no longer creditworthy, we may demand alternative security and, if you do not provide it, we may immediately suspend services to you until we are satisfied that you are capable of meeting your payment obligations by either satisfying our credit requirements or providing security.

If we suspend our services, you are still required to pay any amounts owing to us.



**PART C: GLOSSARY**

The following words and phrases, whenever used in these **Terms and Conditions** and bolded, will have the meanings set out below:

|                            |  |
|----------------------------|--|
| <b>Arbitration Act</b>     | means the Arbitration Act (Alberta)  |
| <b>AUC</b>                 | means the Alberta Utilities Commission   |
| <b>AUC Rule 004</b>        | means the Alberta Tariff Billing Code Rules as established, amended from time to time, and approved by the <b>AUC</b> under the authority of the <b>EUA</b>  |
| <b>AUC Rule 010</b>        | means the Rules of Standards for Requesting and Exchanging Site-Specific Information for Retail Electricity and Natural Gas Markets as established, amended from time to time, and approved by the <b>AUC</b> under the authority of the <b>EUA</b>  |
| <b>AUC Rule 021</b>        | means the Settlement System Code Rules as established, amended from time to time, and approved by the <b>AUC</b> under the authority of the <b>EUA</b>   |
| <b>Billing Demand</b>      | means the demand as defined in the <b>EPC Distribution Tariff Rate Schedules</b>   |
| <b>Business Day</b>        | means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta  |
| <b>Connection Services</b> | means “electric distribution service” as defined in the <b>EUA</b> and includes <b>Distributed Energy Resource Interconnection Services, Transmission Connected Services</b> and all of the other services provided by <b>EPC</b> to <b>Customers</b> under <b>EPC’s Distribution Tariff</b> |

**Customer**

has the meaning given to it under the **EUA** but also includes any **Person** or entity:

- to whom **EPC** provides service under its **Distribution Tariff**,
- who applies for or otherwise requests service under **EPC's Distribution Tariff**, or
- who owns, rents, or leases land upon which service under **EPC's Distribution Tariff** is or will be provided,

but does not include a **Retailer**, a **Regulated Rate Provider** or a **Default Supplier**

**Customer Terms and Conditions**

means the **Terms and Conditions** that apply to **Customers** and that, together with these **Terms and Conditions**, form the **EPC Distribution Tariff Terms and Conditions**

**De-Energize, De-Energized or De-Energization**

means the disconnection of metering or electrical equipment from the **Electric Distribution System** to prevent **Electricity** from flowing to or from a **Site**

**Default Supplier**

means a **Retailer** appointed by an owner under Section 3 of the *Roles, Relationships and Responsibilities Regulation* (Alberta)

**Demand**

means the amount of **Electricity** delivered to or by a system (expressed in **kVA**) at a given instant or averaged over any designated period of time

**Distributed Energy Resource**

means any apparatus, device or equipment that is capable of producing or storing **Electricity** and that is directly or indirectly

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|---|---|
| <b>Distributed Energy Resource Interconnection Services</b> | <u>electrically connected, either continuously or intermittently, to our</u><br><b>Electric Distribution System</b><br>means services provided by us which will allow for the delivery of <b>Electricity</b> to the <b>Facilities</b> by a <b>Distributed Energy Resource</b> |
| <b>Distribution Tariff</b>                                  | means a document prepared by us and approved by the <b>AUC</b> that sets out: <ul style="list-style-type: none"> <li>• <b>Rate Schedules</b>, and</li> <li>• the <b>EPC Distribution Tariff Terms and Conditions</b></li> </ul>   |
| <b>Electric Distribution System</b>                         | has the meaning given to it by the <b>EUA</b>   |
| <b>Electricity</b>  | has the meaning given to it by the <b>EUA</b>   |
| <b>Eligible Customer</b>                                    | has the meaning given to it by the <b>EUA</b>   |
| <b>Energize, Energized or Energization</b>                  | means the connection of metering or electrical equipment to the <b>Electric Distribution System</b> to permit <b>Electricity</b> to flow to or from a <b>Site</b>   |
| <b>EPC (or we or us)</b>                                    | means ENMAX Power Corporation.  |
| <b>EPC Distribution Tariff Terms and Conditions</b>         | means these <b>Terms and Conditions</b> and the <b>Customer Terms and Conditions</b>  |
| <b>EPC Party</b>  | means <b>EPC</b> and its employees, directors, officers, agents, contractors and representatives  |
| <b>EUA</b>  | means the <i>Electric Utilities Act</i> (Alberta)   |

**Facilities**

means our physical facilities including transmission and distribution lines, wires, transformers, **Meters**, **Meter** reading devices, **Load Limiting Devices** and other electrical apparatus

**Force Majeure**

means circumstances not reasonably within our control, including acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the **Electric Distribution System** is interconnected, failure of any supplier or **Retailer** to perform, failure, curtailment, interruption or reduction of the transmission or **Electric Distribution Systems'** capacity, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within our control. **Force Majeure** events do not include our lack of finances or inability to perform due to our financial condition, or decisions or orders made by the **AUC** in the normal course of exercising its authority over us

**IES or Interconnected Electric System**

Has the meaning given to it by the **EUA**

**Interval Meter**

means a **Meter** that measures, at intervals of 60 minutes or less, the amount of **Electricity** consumed, and satisfies the

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|--|---|
|  | standards for revenue collection under the <i>Electricity and Natural Gas Inspection Act</i> (Canada) and the <i>Weights and Measures Act</i> (Canada)  |
| <b>ISO</b>   | has the meaning given to it by the <b>EUA</b>   |
| <b>kVA</b>   | means kilovolt ampere or kilovolt amperes   |
| <b>Load</b>  | means the <b>Demand</b> and <b>Electricity</b> delivered or required to be delivered to a <b>Site</b>   |
| <b>Load Limiting Device or Load Limiting Program</b> | means a hardware or software that limits or reduces the electricity provided to the <b>Customer</b> , and which may be a standalone device or part of a <b>Meter</b>  |
| <b>Load Settlement</b>                               | means the functions set out in <b>AUC Rule 021</b>  |
| <b>LSA</b>   | means <b>Load Settlement Agent</b> , which is the entity conducting <b>Load Settlement</b> calculations for a particular <b>Load Settlement</b> zone  |
| <b>Meter</b>   | is the device and associated equipment that measures and records the amount of <b>Electricity</b> that flows through a particular point, and satisfies the standards for revenue collection under the <i>Electricity and Gas Inspection Act</i> (Canada) and the <i>Weights and Measures Act</i> (Canada) |
| <b>Meter Services</b>                                | means all of the services associated with the metering of <b>Electricity</b> , including the purchase, installation, operation, reading, testing, maintenance, monitoring, replacement and removal of a <b>Meter</b>  |

|   |  |
|---|--|
| <b>Micro-Generation Regulation</b>        | means the <i>Micro-Generation Regulation</i> (Alberta)   |
| <b>Minimum Contract Demand</b>            | is the minimum <b>Demand</b> , in <b>kVA</b> , contracted for by the <b>Customer</b>   |
| <b>Parties</b>                            | means <b>EPC</b> , the <b>Retailer</b> , or any other <b>Person</b> taking any services under these <b>Terms and Conditions</b> and “ <b>Party</b> ” means any one of them   |
| <b>Payment Date</b>                       | means the “current invoice date” shown on our invoice  |
| <b>Penalty Date</b>                       | means the “penalty date” shown on our invoice and is the date that is 25 days following the <b>Payment Date</b>  |
| <b>Person</b>                             | means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative  |
| <b>PFAM</b>                               | means Post Final Adjustment Mechanism as defined in <b>AUC Rule 021</b>  |
| <b>Primary Metered Services Agreement</b> | means an agreement between <b>EPC</b> and a primary metered <b>Customer</b> setting out the <b>Customer’s</b> obligations with respect to the operation and maintenance of the equipment owned and operated by the <b>Customer</b> |
| <b>Ratchet Demand</b>                     | means 90% of the highest <b>kVA Demand</b> in the last 365 days ending with the last day of the <b>Distribution Tariff</b> bill period as defined in <b>AUC Rule 004</b>   |
| <b>Rate Schedule</b>                      | means that part of our <b>Distribution Tariff</b> that sets out our approved rates and charges   |

**Re-Energize or Re-Energization**

means the reconnection of metering or electrical equipment to the **Electric Distribution System**, which allows **Electricity** to flow to or from a **Site**

**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

**Retail Access Services**

means "electric distribution service" as defined in the **EUA** and includes all of the services provided by **EPC** to **Retailers** under **EPC's Distribution Tariff**

**Retail Access Services Agreement**

means an agreement between us and a **Retailer**, which sets out the terms upon which we provide **Retail Access Services** to the **Retailer** and in which the **Retailer** agrees to these **Terms and Conditions** and the associated **Rate Schedules**

**Retail Electricity Services**

has the meaning given to it by the **EUA**

**Retailer**

has the meaning given to it by the **EUA**

**Retailer Party**

means a **Retailer** and its employees, directors, officers, agents, contractors and representatives

**Service Connection**

means the physical connections of the **Facilities** to the equipment of a **Customer**

**Settlement Zone**

means the collection of **Sites** that are jointly settled by a **Load Settlement** system

**Site**

means a unique end use service delivery point

**Site Identification Number or Site ID**

means a unique identification number assigned by us to a **Site**

**System Access Service**

has the meaning given to it by the **EUA**

**Terms and Conditions**

means these terms and conditions

**Transmission Connected Customer**

means for the purposes of exemption from distribution charges as defined in the **Rate Schedule**:

- a **Customer** whose **Service Connection** is at a transmission voltage of 69 kV and above, or
- a **Customer** whose plant **Site** is contiguous with a **Transmission Facility** and takes service directly from the **Transmission Facility**, or through a transformer which is directly connected to the **Transmission Facility**

**Transmission Connected Services**

means the services provided by us to **Transmission Connected Customers** and includes **Meter Services**, **Meter data management** and other related services offered by us

**Transmission Facility**

has the meaning given to it by the **EUA**

**Transmission System**

means the **Transmission Facilities** that are owned and operated by us

**UFE**

means unaccounted for energy, which is the difference between:

- the **Electric Distribution System** total **Electricity** for the hour, and
- the sum of the allocated hourly **Electricity** at the **Site**, plus their allocated losses.