

ENMAX POWER CORPORATION

DISTRIBUTION TARIFF

Retailer Terms and Conditions

Effective February 8, 2021

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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 61st 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 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.

We will keep your credit and security information confidential

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](#).

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 ensuring Customers are validly enrolled

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 uninterrupted 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 on-site **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 on-site **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,
- 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**.

We will make adjustments due to faulty metering

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

We will manage and collect data from the Meters

We will provide historical metering data under certain conditions

We will provide other metering services, but you must pay us for them

- 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**.

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**.

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.

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 - DE-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 in accordance with **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.

Only the **Default Supplier** or the **Regulated Rate Provider** may request a **De-Energization** of a **Customer's Site** for financial purposes.

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

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 the right to continue to charge these fees and charges until the respective **Site** is permanently **De-Energized**.

We will Re-Energize a Site under certain conditions

7.6 Re-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](#).

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**

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 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

*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

The arbitrators must be properly qualified

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.

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

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**.

A transfer or assignment of any services or obligations does not change those services or obligations

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:

Arbitration Act	means the Arbitration Act (Alberta)
AUC	means the Alberta Utilities Commission
AUC Rule 004	means the Alberta Tariff Billing Code Rules as established, amended from time to time, and approved by the AUC under the authority of the EUA
AUC Rule 010	means the Rules of Standards for Requesting and Exchanging Site-Specific Information for Retail Electricity and Natural Gas Markets as established, amended from time to time, and approved by the AUC under the authority of the EUA
AUC Rule 021	means the Settlement System Code Rules as established, amended from time to time, and approved by the AUC under the authority of the EUA
Billing Demand	means the demand as defined in the EPC Distribution Tariff Rate Schedules
Business Day	means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta
Connection Services	means “electric distribution service” as defined in the EUA and includes Distributed Energy Resource Interconnection Services, Transmission Connected Services and all of the other services provided by EPC to Customers under EPC’s Distribution Tariff

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

Distributed Energy Resource Interconnection Services

electrically connected, either continuously or intermittently, to our Electric Distribution System

Distribution Tariff

means services provided by us which will allow for the delivery of **Electricity** to the **Facilities** by a **Distributed Energy Resource**

Electric Distribution System

means a document prepared by us and approved by the **AUC** that sets out:

- **Rate Schedules**, and
- the **EPC Distribution Tariff Terms and Conditions**

Electricity

has the meaning given to it by the **EUA**

Eligible Customer

has the meaning given to it by the **EUA**

Energize, Energized or Energization

has the meaning given to it by the **EUA**

EPC (or we or us)

means the connection of metering or electrical equipment to the **Electric Distribution System** to permit **Electricity** to flow to or from a **Site**

EPC Distribution Tariff Terms and Conditions

means ENMAX Power Corporation.

EPC Party

means these **Terms and Conditions** and the **Customer Terms and Conditions**

EUA

means **EPC** and its employees, directors, officers, agents, contractors and representatives

means the *Electric Utilities Act* (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

Interval Meter

means a **Meter** that measures, at intervals of 60 minutes or less, the amount of **Electricity** consumed, and satisfies the standards for revenue collection under the *Electricity and*

	<i>Natural Gas Inspection Act (Canada) and the Weights and Measures Act (Canada)</i>
ISO	has the meaning given to it by the EUA
kVA	means kilovolt ampere or kilovolt amperes
Load	means the Demand and Electricity delivered or required to be delivered to a Site
Load Limiting Device	means a device that limits or reduces the electric current provided to the Customer , and which may be a standalone device or part of a Meter
Load Settlement	means the functions set out in AUC Rule 021
LSA	means Load Settlement Agent, which is the entity conducting Load Settlement calculations for a particular Load Settlement zone
Meter	is the device and associated equipment that measures and records the amount of Electricity that flows through a particular point, and satisfies the standards for revenue collection under the <i>Electricity and Gas Inspection Act (Canada)</i> and the <i>Weights and Measures Act (Canada)</i>
Meter Services	means all of the services associated with the metering of Electricity , including the purchase, installation, operation, reading, testing, maintenance, monitoring, replacement and removal of a Meter
Micro-Generation Regulation	means the <i>Micro-Generation Regulation (Alberta)</i>

Minimum Contract Demand	is the minimum Demand , in kVA , contracted for by the Customer
Parties	means EPC , the Retailer , or any other Person taking any services under these Terms and Conditions and " Party " means any one of them
Payment Date	means the "current invoice date" shown on our invoice
Penalty Date	means the "penalty date" shown on our invoice and is the date that is 25 days following the Payment Date
Person	means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative
PFAM	means Post Final Adjustment Mechanism as defined in AUC Rule 021
Primary Metered Services Agreement	means an agreement between EPC and a primary metered Customer setting out the Customer's obligations with respect to the operation and maintenance of the equipment owned and operated by the Customer
Ratchet Demand	means 90% of the highest kVA Demand in the last 365 days ending with the last day of the Distribution Tariff bill period as defined in AUC Rule 004
Rate Schedule	means that part of our Distribution Tariff 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**

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.