

ENMAX POWER CORPORATION

DISTRIBUTION TARIFF

Customer Terms and Conditions

Effective January 1, 2024

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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.

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**.

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 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

Bolded words and phrases have specific legal meanings

These Terms and Conditions apply to our Customers

*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 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 two schedules.

Part A deals with the provision of **Connection Services**. Section 10 outlines the additional requirements that apply specifically to **Distributed Energy Resources**, while section 11 outlines the additional requirements that apply specifically to **Transmission Connected Customers**. Section 13 describes how we invest in **Service Connections** for residential developments, and section 14 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**.

The Fee Schedule (available on enmax.com) sets out the fees that we charge related to matters in the **Terms and Conditions**.

Finally, the Investment Level Schedule (available on enmax.com) 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

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

the enmax.com website, and

- any other information that we reasonably require.

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

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

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.

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.

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.

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

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 the Fee Schedule.

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 the Fee Schedule. 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.

Invoices are issued periodically based on your billing period

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**

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 the Fee Schedule.

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 the Fee Schedule.

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 the Fee Schedule. If the inspection identifies any deficiencies or maintenance work that is required, you must also pay the cost or 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

Your installation must comply with our requirements

Your Equipment must be suitable for the Connection Services

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.

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.

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:

$$(A - B) + C - D + E + F \text{ where:}$$

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 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**.

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

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

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.

We may De-Energize your Site for other reasons

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

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

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

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.

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

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

We charge a fee to **Re-Energize a Site**, as set out in the Fee Schedule.

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.

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 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).

We will charge you a fee for **Meter** testing that you request. This fee is set out in the Fee Schedule. 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 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 will invest in residential development

13.1 Responsibility for Residential Development Costs

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

For residential developments requiring the installation of a feeder, we will invest in the cost of an overhead feeder. If you want an underground feeder rather than an overhead feeder, you will pay the full cost of the underground feeder, less the applicable underground feeder upgrade 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.

We have the right to reduce or withhold our investment

13.2 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**.

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.

Different terms apply to the connection of different Distributed Energy Resources

We will only invest if you meet these conditions

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.

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**.

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**:

- 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

We have the right to withhold or reduce our investment

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*.

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

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

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.

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.

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,

You release us from liability for any damages you may suffer

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.

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

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.

The arbitrators must be properly qualified

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.

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

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:

Arbitration Act	means the <i>Arbitration Act</i> (Alberta)
AUC	means the Alberta Utilities Commission
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
AUC Rule 024	means the Rules Respecting Micro-Generation 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
City Standards	means any City of Calgary bylaws, policies, conditions to approvals and permits, or similar documents
Connected Load	means in relation to a Site , the sum of the capacities or ratings of the Electricity consuming apparatus connected to our Electric Distribution System at the Site
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

CSA	means the Canadian Standards Association
Customer	has the meaning given to it under the EUA but also includes any Person or entity: <ul style="list-style-type: none">• 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 Contribution	means, for the purposes of EPC's investment policies, the difference between the cost of a Service Connection and the amount that EPC invests in that Service Connection
Customer Party	means a Customer and its directors, officers, agents, contractors and representatives
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 <i>Roles, Relationships and Responsibilities Regulation</i> (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 <u>that is directly or indirectly</u>

	electrically connected, either continuously or intermittently, to our Electric Distribution System
Distributed Energy Resource Interconnection Services	means services provided by us which will allow for the delivery of Electricity to the Facilities by a Distributed Energy Resource
Distributed Energy Resource Technical Interconnection Requirements	means the document that outlines the technical requirements for the interconnection of Distributed Energy Resources , and which can be found on the enmax.com website
Distribution Tariff	means a document prepared by us and approved by the AUC that sets out: <ul style="list-style-type: none"> • Rate Schedules, and • the EPC Distribution Tariff Terms and Conditions
Electric Distribution System	has the meaning given to it by the EUA
Electricity	has the meaning given to it by the EUA
Electricity Services	has the meaning given to it by the EUA
Eligible Customer	has the meaning given to it by the EUA
Energize, Energized or Energization	means the connection of metering or electrical equipment to the Electric Distribution System to permit Electricity to flow to or from a Site
EPC (or we or us)	means ENMAX Power Corporation
EPC Agreement	means an Interconnection Agreement , a Minimum Demand Agreement , a Retail Access Services Agreement , a Primary Metered Services Agreement , and any Operating Procedures
EPC Distribution Tariff Terms and Conditions	means these Terms and Conditions and the Retailer Terms and Conditions

EPC Investment	means the investment that EPC will make in respect of a Service Connection , determined in accordance with these Terms and Conditions
EPC Party	means EPC and its employees, directors, officers, agents, contractors and representatives
EPC Standard Non-Residential Investment	means the investment that EPC will make in respect of a non-residential Service Connection , as shown in the Investment Level Schedule, subject to reductions in the circumstances described in section 14
EUA	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
Generating Unit	has the meaning give to it by the EUA
IES or Interconnected Electric System	has the meaning given to it by the EUA
Interconnection Agreement	means an agreement between us and a Distributed Energy Resource , which sets the terms upon which we provide Distributed Energy Resource Interconnection Services to the Distributed Energy Resource , and includes the associated Rate Schedule and any approval letter we issue in respect of the Distributed Energy Resource
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 <i>Electricity and Gas Inspection Act</i> (Canada) and the <i>Weights and Measures Act</i> (Canada)
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 or Load Limiting Program	means hardware or software that limits or reduces the electricity provided to the Customer , and which may be a standalone device or part of a Meter

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
Metering Standard	means EPC's standard regarding metering equipment installed on the system, as found on enmax.com
Micro-Generation Regulation	means the <i>Micro-Generation Regulation (Alberta)</i>
Micro-Generator	means a micro-generator as defined in the Micro-Generation Regulation
Minimum Contract Demand	is the minimum Demand , in kVA , contracted for by the Customer
Minimum Demand Agreement	is an agreement between you and us in which you agree, among other things, to pay us Demand -based charges where the Demand upon which the charges are based is determined in accordance with the terms of the agreement
Network	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 time and as described in the Network Servicing Policies and Guidelines
Network Servicing Policies and Guidelines	means the document that outlines the technical requirements that must be met by the Customer in order for EPC to provide

	<p>Connection Services in the Network area, and which can be found on the enmax.com website</p>
Operating Procedures	<p>means the written procedures for the operation of both Your Equipment and our Facilities, as required for the safe and orderly operation of a Service Connection</p>
Optional Facilities	<p>means Facilities requested by the Customer 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</p>
Parties	<p>means EPC, the Customer, or any other Person taking any services under these Terms and Conditions and “Party” means any one of them</p>
Person	<p>means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative</p>
POD	<p>means Point of Delivery, and is the point at which Electricity is transferred from a Transmission Facility to our Electric Distribution System and where the transferred Electricity is metered</p>
Point of Service	<p>means any service that is assigned a unique Site ID as described in AUC Rule 021</p>
Power Factor	<p>means the ratio of real power measured in kilowatts to total or apparent power measured in kVA</p>
Primary Metered Services Agreement	<p>means an agreement between EPC and a primary metered Customer setting out the Customer’s obligations with respect to</p>

	the operation and maintenance of the equipment owned and operated by the Customer
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 Energy 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
Requirements for Distribution Wires Access	means the document setting out the requirements for distribution wires access, and which can be found on the enmax.com website
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 Electricity Services	has the meaning given to it by the EUA
Retailer	has the meaning given to it by the EUA
Retailer Terms and Conditions	means the Terms and Conditions that apply to Retailers and that, together with these Terms and Conditions , form the EPC Distribution Tariff Terms and Conditions
Service Connection	means the physical connections of the Facilities to the equipment of a Customer
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
Small Scale Generation Regulation	means the <i>Small Scale Generation Regulation (Alberta)</i>
System Access Service	has the meaning given to it by the EUA
Tariff Billing Code	means AUC Rule 004
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 : <ul style="list-style-type: none"> • 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 Regulation	means the <i>Transmission Regulation (Alberta)</i>
Transmission System	means the Transmission Facilities that are owned and operated by us
Unauthorized Revenue Sub-metering	means the use of any Meter not authorized by us for the purpose of measuring Electricity for the purpose of rendering an invoice to or charging another Person based on that measurement

Your Equipment

means any equipment or facilities on **Your Property** that you own or control and that is connected to our **Facilities**

Your Property

means property that a **Customer** owns, rents or controls.