

APPENDIX 5

ENMAX Power Corporation

Distribution Tariff

Terms and Conditions

Effective: May 1, 2007

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Part A: General

PART A: GENERAL

1.0 DEFINITIONS

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

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

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- (k) **“Distributed Generation”** means a generating unit that is interconnected with an Electric Distribution System;
- (l) **“Distributed Generator”** means a Person who delivers Energy to EPC’s Facilities as set out in these Terms and Conditions;
- (m) **“Distributed Generation Interconnection Services”** means services provided by EPC which will allow for the Distributed Generator’s delivery of Energy to EPC’s Facilities as set out in these Terms and Conditions;
- (n) **“Distribution Access Service”** means the service required to transport electricity by means of an Electric Distribution System
- (i) to Customers; or
 - (ii) from a Distributed Generator to the Interconnected Electric System,
- and includes any services the owner of the Electric Distribution System is required to provide by the Board or is required to provide under the *EUA* or the regulations, but does not include the provision of Electricity Services to eligible Customers under a Regulated Rate Tariff;
- (o) **“Distribution Tariff”** means a document that sets out:
- (i) rates; and
 - (ii) terms and conditions;
- (p) **“EIP”** means EPC’s Enrollment and Information Provision system;
- (q) **“Electric Distribution System”** means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility;
- (r) **“Electric Utility”** means an isolated generating unit, a transmission facility or an Electric Distribution System that is used
- (i) directly or indirectly for the public; or
 - (ii) to supply electricity to members of an association whose principal object is to supply electricity to its members;
- the owner of which
- (iii) is required under the *EUA* or the regulations to apply to the Board for approval of a tariff, or

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- (iv) is permitted under the EUA or regulations to apply to the Board for approval of a tariff, and has applied for that approval, or
- (v) passes a bylaw that has been approved by the Lieutenant Governor in Council under Section 138 of the EUA,

but does not include an arrangement of conductors intended to distribute electricity solely on property of which a Person is the owner or a tenant, for use solely by that Person and solely on that property or a facility exempted by Board rules made under Section 117 of the *EUA*;
- (s) **“Electricity Services”** means the services associated with providing electricity to a Person, including the following:
 - (i) the Exchange of electric Energy;
 - (ii) making financial arrangements to manage financial risk associated with the pool price;
 - (iii) Distribution Access Service;
 - (iv) System Access Service;
 - (v) ancillary services;
 - (vi) billing;
 - (vii) metering;
 - (viii) performing Load Settlement;
 - (ix) any other services specified in the regulations made by the Minister under Section 115 of the *EUA*;
- (t) **“Emergency”** means:
 - (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm Load, equipment damage, or tripping of system elements that could adversely affect the reliability of the Electric Distribution System or the safety of Persons or property;
 - (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel;

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- (iii) a condition that requires implementation of Emergency Operations System as defined in the ISO's Operating Policy and Procedures; or
- (iv) any other condition or situation that EPC or the ISO deems imminently likely to endanger life or property or to affect or impair EPC's Electric Distribution System or the electrical systems of others to which EPC's Electric Distribution System is directly or indirectly connected. Such a condition or situation may include but is not limited to potential overloading on EPC's Electric Distribution System, Facilities, transmission and/or distribution circuits, System Controller minimum generation ("light Load") conditions, or unusual operating conditions on either EPC's Electric Distribution System, Facilities, transmission or distribution circuits or on those of an indirectly connected electrical system, or conditions such that EPC is unable to deliver Energy for a Customer or Retailer without jeopardizing EPC's Distribution System, Facilities, transmission or distribution circuits or those of an indirectly connected electrical system;
- (u) **"Energize" or "Energization"** means the connection of metering or electrical equipment to the Electric Distribution System that permits Energy to flow to the Site and includes any derivation of this word, as the context requires;
- (v) **"Energy"** means the capability of electricity to do work, measured in kilowatt hours;
- (w) **"ENMAX"** means ENMAX Corporation;
- (x) **"EPC"** means ENMAX Power Corporation and includes a Person, if any, authorized to act on its behalf under the EUA;
- (y) **"Exchange"** means to provide electric Energy to or receive electric Energy from the Interconnected Electric System;
- (z) **"EUA"** means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, including the regulations enacted thereunder, as re-enacted, amended, supplemented or replaced from time to time;
- (aa) **"Facilities"** means EPC's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, Meters, Meter reading devices, Load Limiting Devices and other electrical apparatus;
- (bb) **"Fee Schedule"** means the schedule forming part of these Terms and Conditions that sets out the charges for the provision of Connection Services, Distributed Generation Interconnection Services, Transmission Connected Services or Retail Access Services, as the case may be, as amended from time to time;

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- (cc) **“Force Majeure”** means acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the Electric Distribution System is interconnected, failure of any supplier, Customer or Retailer to perform, failure, curtailment, interruption or reduction of the transmission or distribution systems’ capacity, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of EPC, provided that in no event shall the lack of finances or inability to perform due to financial condition constitute Force Majeure. Decisions or orders made by the Board in the normal course of it exercising its authority over EPC shall not constitute Force Majeure;
- (dd) **“Independent System Operator” or “ISO” or “AESO”** means the corporation established by the *EUA* and carrying out the function of “Alberta Electric System Operator”;
- (ee) **“Interconnected Electric System” or “IES”** means all transmission facilities and all Electric Distribution Systems in Alberta that are interconnected, but does not include an Electric Distribution System or a transmission facility within the service area of the City of Medicine Hat or a subsidiary of the City, unless the City passes a bylaw that is approved by the Lieutenant Governor in Council under Section 138 of the *EUA*;
- (ff) **“Interconnection Agreement”** means the agreement between EPC and a Distributed Generator, which sets the terms upon which EPC provides Distributed Generation Interconnection Services to the Distributed Generator and the associated Rate Schedule and Fee Schedule;
- (gg) **“Invoice Date”** means the Invoice Date as indicated on a Retailer’s invoice.
- (hh) **“Islanded Operation”** a condition in which a portion of EPC's Facilities is electrically separated from the rest of EPC's Facilities and is Energized by one or more Distributed Generators;
- (ii) **“kVA”** means kilovoltampere or kilovoltamperes;
- (jj) **“kW”** means kilowatt or kilowatts;
- (kk) **“kWh”** means kilowatt hour or kilowatt hours;

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- (ll) **"Load"** means the Demand and Energy delivered or required to be delivered to a Site;
- (mm) **"Load Limiting Device"** means a device that limits or reduces the electric current provided to the Customer;
- (nn) **"Load Settlement"** means the functions set out in the Settlement System Code;
- (oo) **"LSA"** means Load Settlement Agent, which is the entity conducting Load Settlement calculations for a particular Load Settlement zone;
- (pp) **"Meter Data Manager" or "MDM"** is the entity responsible for collecting metering data, correcting and validating interval metering data, storing historic data, and reporting Load and consumption data and corresponding time periods;
- (qq) **"Meter"** is the apparatus and associated equipment, which measure active Energy or reactive Energy or both, as approved by Measurement Canada;
- (rr) **"Minimum Contract Demand"** means the Demand for a Site established in a contract between EPC and the Customer;
- (ss) **"Network"** means the geographic area located in and around the downtown core of the City of Calgary as may be amended by EPC from time to time and as described in the "Network Servicing Policies and Guidelines" referenced in these Terms and Conditions;
- (tt) **"Operating Procedures"** means a schedule in the Interconnection Agreement which describes the procedures for the operation of both the Distributed Generator's facilities and EPC's Facilities relating to the interconnection, which may be revised from time to time by EPC upon written notice to the Distributed Generator;
- (uu) **"Parties"** means EPC, the Customer, Retailer, or any other Person taking services, including Distribution Access Service, under EPC's Distribution Tariff and these Terms and Conditions and **"Party"** means any one of them.
- (vv) **"Person"** means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;
- (ww) **"Point of Delivery" or "POD"** is the measured interconnection point between the transmission system and the distribution system;
- (xx) **"Point of Common Coupling" or "PCC"** means the point at which EPC's Facilities are connected to the Distributed Generator's facilities or conductors,

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and where any transfer of electric Energy between the Distributed Generator Owner and EPC takes place;

- (yy) **"Post Final Adjustment Mechanism" or "PFAM"** means the process that market participants must follow when final settlement data is being disputed and the market participants are requesting financial adjustments be made as a result of the dispute;
- (zz) **"Power Pool"** means the process defined by the Independent System Operator for
 - (i) Exchange of electric Energy, and
 - (ii) financial settlement for the Exchange of electric Energy;
- (aaa) **"Rate Schedule"** means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers, Distributed Generators or Transmission Connected Customers for the provision of Distributed Generation Interconnection Services, Transmission Connected Customer Services or Retail Access Services, as amended from time to time;
- (bbb) **"Re-energize" or "Re-energization"** means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to a Site.
- (ccc) **"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;
- (ddd) **"Regulated Rate Tariff" or "RRT"** means a tariff which provides for a transition rate or a flow-through rate and applies to any Customer whose expected annual consumption of electric Energy at a Site is less than 250 megawatt hours of electric Energy, residential rate classification Customers, farm rate classification Customers or irrigation rate classification, as set out in the *Regulated Default Supply Regulation*;
- (eee) **"Retail Access Services"** means the services provided by EPC to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service, Meter data management, Load Settlement, and Meter services and other related services as offered by EPC from time to time;
- (fff) **"Retail Access Services Agreement"** means an agreement between EPC and a Retailer, which sets forth the terms upon which EPC provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule;

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- (ggg) "**Retail Electricity Services**" means Electricity Services provided directly to a Customer but does not include Electricity Services provided to eligible Customers under an RRT;
- (hhh) "**Retailer**" means a Person who sells or provides Electricity Services, including a Regulated Rate Provider and Default Supplier;
- (iii) "**Retailer of Record**" means the single entity, either the Retailer or the Regulator Rate Provider that the Load Settlement system recognizes as providing service to a given Site for a given day;
- (jjj) "**Service Connection**" means the physical connections of EPC Facilities to the facilities of the Customer and includes end use connections and direct transmission connections;
- (kkk) "**Settlement System Code**" or "**SSC**" means the Settlement System Code as established under the authority of the *EUA* and as amended from time to time;
- (lll) "**Settlement Zone**" means the collection of Sites that are jointly settled by a Load Settlement system and over which UFE is calculated and allocated;
- (mmm) "**Site**" means a unique end use service delivery point. This is the finest level at which settlement recognizes Retailer assignments and receives consumption data;
- (nnn) "**System Access Service**" means the service obtained by market participants through a connection to the transmission system, and includes access to Exchange electric Energy and ancillary services;
- (ooo) "**Tariff Billing Code**" or "**TBC**" means the Alberta Tariff Billing Code, EUB Directive 012;
- (ppp) "**Terms and Conditions**" means these Terms and Conditions for services, including Distribution Access Service, as amended from time to time;
- (qqq) "**Transmission Connected Customer**" means for the purpose of exemption from distribution charges as defined in the Rate Schedule:
- (i) a Customer whose Service Connection is at a transmission voltage (69 kV and above); or
 - (ii) 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;

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- (rrr) **"Transmission Connected Services"** means the services provided by EPC to Transmission Connected Customers pursuant to these Terms and Conditions and includes, without limitation, Meter services, Meter data management and other related services as offered by EPC from time to time;
- (sss) **"Unaccounted for Energy" or "UFE"** means the difference between (a) the Electric System Distribution total Load for the hour and (b) the sum of the allocated hourly Loads at the Customer Meters, plus their allocated losses;

2.0 INTERPRETATION

2.1 Conflicts

If there is any conflict or ambiguity between a provision expressly set out in a Retail Access Services Agreement, an Interconnection Agreement, Rate Schedule and these Terms and Conditions, the provisions of these Terms and Conditions shall govern to the extent of the conflict or ambiguity.

2.2 Headings

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

3.0 GENERAL PROVISIONS

3.1 Board Approval

These Terms and Conditions form part of EPC's Distribution Tariff and have been approved by the Board.

EPC can only amend these Terms and Conditions by obtaining the approval of the Board. EPC may amend these Terms and Conditions by filing a notice of amendment with the Board. Included in the notice to the Board shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendments. The Board will accept the notice of amendment to the Terms and Conditions within sixty (60) days after such notice is filed, or the Board will direct a further process to deal with the requested change, as the Board deems to be appropriate. Where the Board has accepted the amendment, that amendment shall be effective, and these Terms and Conditions shall be so amended on the first day following the end of the sixty (60) day notice period referred to herein.

3.2 Acceptance of Terms and Conditions

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

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3.3 Modification of Terms and Conditions

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

3.4 Collection of Taxes

EPC shall collect franchise fees, and sales, excise, or other taxes imposed by governmental authorities with respect to any service, including Distribution Access Service. The Retailer shall be responsible for identifying and requesting any exemption from the collection of any tax by filing appropriate documentation with EPC.

3.5 Payment of Invoice

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

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

Payment shall be made in a form as determined by EPC.

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

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

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3.6 Underpayments

Underpayments of any amount are treated as normal receivables outstanding.

3.7 Returned Payment Fee

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

3.8 Credit and Prepayment

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

Credit

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

Security

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

- obtaining a guarantee of payment from a guarantor who satisfies EPC's credit requirements;
- providing an irrevocable letter of credit from a Canadian chartered bank or equivalent lending institution satisfactory to EPC; or
- providing a cash deposit.

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

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

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

3.9 Customer Facilities

For Customer owned equipment and facilities, the Customer shall be responsible for the installation and condition of all equipment and facilities on the Site, or on premises

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controlled or occupied by the Customer. EPC will retain ownership of its equipment and Facilities whether affixed to a Customer's facilities or not.

3.10 Service Calls

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

3.11 Law

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

3.12 Notices

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

- if to the Customer, the address and the addressee on record with EPC;
- if to the Retailer, the address and the addressee set out in the Retail Access Services Agreement between the Retailer and EPC;
- if to the Distributed Generator, the last address and the addressee on record with EPC;
- if to the Transmission Connected Customer, the address and the addressee on record with EPC;
- if to EPC:
ENMAX Power Corporation
ENMAX Place
141 – 50th Avenue SE
Calgary, Alberta
T2G 4S7

A Party may change the address or addressee from time to time by giving written notice of such change as set out in this Section of these Terms and Conditions. Any notice, demand or request made, given or delivered hereunder is considered delivered; when sent by facsimile, on the next Business Day following a confirmed facsimile; when mailed, at the end of the fourth (4th) Business Day after mailing; when hand delivered, at the time of delivery where proof of delivery date is provided.

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3.13 Default Supplier

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

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

4.0 CONNECTIONS

4.1 Interruptions

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

4.2 ISO System Control Requirements

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

4.3 Compliance With Governmental Directives

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

5.0 LIABILITY AND INDEMNIFICATION

5.1 Definitions

In this Section:

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- "direct loss or damage" means direct physical damage, injury or loss, but does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special, punitive, exemplary or consequential loss or damages of any kind whatsoever;
- "ENMAX Power Corporation" or "EPC" includes:
 - ENMAX Power Corporation, its affiliates, contractors, agents, authorized representatives and assigns, and the directors officers and employees (while those employees are acting within the course and scope of their employment) of each of them; and
 - for the purposes of this definition, "affiliate" has the meaning given to it in the Business Corporations Act (Alberta);
 - for the purposes of this definition, "affiliate" shall not include the municipal corporation, The City of Calgary; and
- "Customer information" has the meaning given to it in the Code of Conduct Regulation made under the EUA, S.A. 2003, c. E-5.1.

5.2 Limitation of Liability

EPC does not guarantee or promise uninterrupted service. Except for direct loss or damage caused by the negligence or willful misconduct of EPC or breach of the Terms and Conditions by EPC, EPC shall not be liable to any Customer, Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with the provision by EPC of Electricity Services, Distribution Access Service, or any failure, estimated data errors, defect, fluctuation, reduction, De-energization, suspension, curtailment or interruption in the provision of Electricity Services and Distribution Access Service

5.3 Consequential Damages

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

5.4 EPC Not Liable for Retailer

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

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shall not be liable to a Customer or Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with:

- EPC's conduct in compliance with, or as permitted or required by:
 - EPC's Terms and Conditions;
 - a Retail Access Services Agreement;
 - any legal or regulatory requirements related to Distribution Access Service;
 - any failure of a Retailer to comply with EPC's Terms and Conditions or a Retail Access Services Agreement;
- the presence, installation, use or equipment installed by or on behalf of a Retailer;
- any action taken by or on behalf of a Retailer;
- any failure of a Retailer to perform any commitment to a Customer or any action including, but not limited to, the failure of a Retailer to provide services to a Customer as set out in any arrangement or agreement made between a Customer and a Retailer;
- any acts, omissions or representations made or done by a Retailer in connection with soliciting Customers for Retail Access Services; or
- the disclosure of "Customer information" by a Retailer.

5.5 Indemnity

Customers and/or Retailers shall indemnify and hold harmless, and at the option of EPC, defend EPC from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, brought against EPC which arise from, result from, or are in any way connected with any act, omission or failure of the Customer, Retailer or any other Person arising from, resulting from or in any way connected with these Terms and Conditions, including the failure of a Retailer to obtain from a Customer any authorization or consent required or referred to in these Terms and Conditions, EPC's Distribution Tariff, a Distributed Generation Interconnection Agreement, or under any other arrangement or agreement with EPC, or between the Customer and a Retailer or between the Customer or Retailer and any third Party.

Without limiting the generality of the preceding paragraph, the Customer or Retailer shall also indemnify and hold harmless, and at the option of EPC, defend EPC from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or

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contract for any loss, damage, injury or claim of any nature whatsoever, brought against EPC by any Person, which arise from, result from, or are in any way connected with:

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

5.6 Interruption

EPC shall have the right, without any liability to Retailers, Customers or any other Person in law, equity, contract or tort, to De-energize or otherwise curtail, interrupt or reduce Electricity Services or any other service provided under these Terms and Conditions when:

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

EPC will give Customers as much notice of a De-energization, curtailment or interruption or reduction in Distribution Access Service as is practicable, although it is understood and agreed that there may be circumstances in which no notice may be given prior to any such De-energization, curtailment, interruption or reduction.

EPC is not liable to Customers and Retailers or any other Person in law, equity, contract or tort for any loss, damage, injury or claim of any nature whatsoever arising from or connected in any way with:

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- a De-energization, curtailment or interruption or reduction in Electricity Services or any other service provided under these Terms and Conditions; or
- the sufficiency or lack of notice given by EPC of a De-energization, curtailment or interruption or reduction in Electricity Services or any other service provided under these Terms and Conditions.

5.7 Force Majeure

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

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

6.0 DISPUTE RESOLUTION

6.1 Arbitration Procedure

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

6.1.1 Decisions Binding

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

6.2 Resolution by EPC and Customer or Retailer

Unless otherwise specified herein, any dispute arising between EPC and a Customer or Retailer in connection with these Terms and Conditions shall be resolved as set out in these Terms and Conditions. EPC and the Customer or Retailer, acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an

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amicable manner. EPC, a Customer or Retailer may provide written notice of its desire to have the dispute resolved. Within ten (10) days of such notice being provided, the Chief Operating Officers or Vice Presidents of EPC and the Customer or Retailer shall meet to attempt to resolve the dispute.

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

6.3 Resolution by Arbitration

If a dispute has not been resolved under Section 6.2 of these Terms and Conditions within ten (10) days after notice, from EPC, Customer or Retailer, of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to the procedure set out in Section 6.4 of these Terms and Conditions.

6.4 Arbitration Procedure

6.4.1 Arbitrators

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

6.4.2 Failure to Concur

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

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6.4.3 Decision

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

6.4.4 Late Decision

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

6.4.5 Technical Competence

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

6.4.6 Application of the Arbitration Act (Alberta)

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

6.5 Continuity of Service

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

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payment or reimbursement on the amount thereof at the rate to be determined in the arbitration proceeding, from the date so determined, until paid.

7.0 MISCELLANEOUS

7.1 Compliance with Applicable Legal Authorities

EPC and the Customer and Retailer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. EPC will not violate directly or indirectly, or become a Party to a violation of any requirement of the ISO or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide services, including Distribution Access Service. EPC's obligation to provide service under these Terms and Conditions is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

7.2 No Waiver

The failure of any Party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions, or a Retail Access Services Agreement, or an Interconnection Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions, a Retail Access Services Agreement or an Interconnection Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

7.3 No Assignment

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

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

EPC may not assign any of its rights or obligations under these Terms and Conditions without obtaining any necessary regulatory approvals. No assignment shall relieve the assigning Party of any of its obligations under these Terms and Condition, the Retail Access Services Agreement or the Interconnection Agreement until such obligations have been assumed by the assignee in writing. Any assignment in violation of these Terms and Conditions shall be void.

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Notwithstanding the foregoing, EPC may assign any or all of its rights and obligations under these Terms and Conditions, the Retail Access Services Agreement, and the Interconnection Agreement without the Customer's or Retailer's consent, to any entity succeeding to all or substantially all of the assets of EPC, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

8.0 DEFAULT

8.1 Event of Default

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

- it is the subject of a bankruptcy, insolvency or similar proceeding;
- it makes an assignment for the benefit of its creditors;
- it applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- violates any code, regulation or statute applicable to the supply of Energy; or
- fails to pay the other Party ("Non-Defaulting Party"), when payment is due, or to satisfy any other obligation or requirement under EPC's Distribution Tariff or the Interconnection Agreement, and fails to remedy any such failure or delinquency within three (3) Business Days after receipt of written notice thereof from the Non-Defaulting Party.

8.2 Rights Upon Default

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

EPC may access security posted by a Party without prior notice, if the Party files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the Party), becomes a Defaulting Party or if for any reason a Party ceases to provide service to its Customers.

If a Party fails to make payment as set out in these Terms and Conditions, EPC may immediately withhold or suspend the Party's service, terminate service, transfer the Retailer's Customers to the Default Supplier in the case of a Retailer, and apply any security held by EPC before the service coverage period of the security expires. Notwithstanding action provided for or taken pursuant to the preceding sentence, EPC

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may take credit action against any Party with respect to an account on which payment is not made to EPC. EPC may assess the Party for any or all administrative and collection costs relating to the recovery by EPC of amounts owed.

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

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

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

PART B: RETAIL ACCESS SERVICES

9.0 RETAIL ACCESS SERVICES

9.1 Provision of Retail Access Services

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

9.2 Initiation of Distribution Access Service

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

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

9.3 Reasonable Efforts

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

9.4 De-Energization

9.4.1 De-Energization of a Site

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

9.4.2 De-Energization at Request of Retailer

EPC will De-energize a Site and discontinue Distribution Access Service in respect of a Customer, either temporarily or permanently where the Retailer requests on behalf of the Customer, physical disconnection of the service by submitting a request notice to EPC.

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

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

9.5 Fees

EPC will charge fees to Retailers for services described in Section 9.0 of these Terms and Conditions as set out in the Fee Schedule.

10.0 ARRANGEMENT FOR SYSTEM ACCESS SERVICES

EPC shall obtain from the ISO, the System Access Services that EPC considers necessary to enable the transportation of Energy that will be sold or provided by the Customer's Retailer. The Retailer shall be responsible for all related charges paid or payable by EPC to the ISO.

11.0 METERING EQUIPMENT

EPC provides all Meter Services within its service area. EPC is accredited by Measurement Canada to provide these services and will only install Measurement Canada approved metering equipment.

11.1 Provision of Meters

EPC will own, install, seal and approve the Meters for all Sites on its distribution system as set out in these Terms and Conditions. An Energy, Demand/Energy or interval Meter will be installed as required. EPC considers both an electronic Demand Meter and a thermal Demand Meter as appropriate apparatus for recording Distribution Tariff Billing Demands.

11.2 Provision of Interval Meters

A Site that registers over 150 kVA at least twice in the previous 365 days will require interval Meter services. Once an interval Meter has been installed, it will not be removed unless the Site is permanently De-energized. For new Customers moving into an existing Site, EPC will make an estimate of Site Demand, and if the estimate is greater than 150 kVA, an interval Meter will be installed. For new Sites, an interval Meter will be installed at all new Sites with a planned installed capacity of 200 kVA or greater. For an existing Site, where modifications are made to the infrastructure requiring Demand greater than 150 kVA, an interval Meter will be installed. In these cases, the costs of the new interval Meter, including installation, will be borne by EPC. When the Customer changes at a Site, all Meters may be removed or modified at the sole discretion of EPC.

11.3 Unmetered Sites

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

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11.4 Changes to Metering Equipment

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

11.5 Meter Upgrade and Non-standard Meters

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

11.6 Hard to Access/Safety Concerns

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

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

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

If unable to make contact and arrangements, EPC will De-energize the Site as set out in these Terms and Conditions and will not Re-energize the Site until access has been obtained. The Customer shall bear the cost of the Re-energization as set out in the Fee Schedule.

12.0 METER DATA MANAGEMENT

12.1 Responsibilities:

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

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12.2 Historical Data Request (Interval and Cumulative)

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

12.3 Data Validation, Estimation and Editing

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

12.4 Meter Reading Disputes

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

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

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

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

12.5 Hard to Access Sites

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

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

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If unable to make contact and arrangements, EPC will De-energize the Site and will not Re-energize the Site until access has been obtained. The Customer shall bear the cost of the Re-energization as set out in the Fee Schedule.

13.0 LOAD SETTLEMENT SERVICES

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

13.1 Reporting/Posting Information

Load profiles, UFE, losses, loss multiplier and Settlement Zone consumption data will be made publicly available. Individual Retailers will have access only to their consumption data. Information reported will be consistent with the SSC.

The SSC calls for a number of standard content, standard format electronic transactions which EPC implements as described therein.

13.2 Fee for Service

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

14.0 ENROLLMENT

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

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

A Site is identified by a unique Site ID number.

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

14.1 EPC Retail Access Services Responsibilities

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

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

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

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

14.2 Retailer Responsibilities

Retailers must:

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

EPC expects to have limited direct contact with Customers who have Retailers. Therefore, the designated Retailer will be the main source of electricity industry information for these Customers. Calls from Customers regarding a power outage on the distribution system should be directed immediately to (403) 514-6100 (EPC's twenty-four (24) hour trouble line).

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

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

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

14.2.1 Retailer Due Diligence

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

14.2.2 Enrollment Submission and Notification

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

- A "Select Retailer" request as specified in the SSC; and
- An "Update Customer Information" transaction, as specified in the SSC.

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

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

14.3 Provision of Customer Information

Retailers shall submit a "Update Customer Information" transaction to EPC in order to change any Customer information.

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

14.4 Energize Site

Requests for Site Energization are processed as follows:

- The Retailer will request the Site Energization, on behalf of the Customer;
- The Retailer must provide the Site identification number, date of required service and contact name and phone number(s);

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- EPC will ensure that the Site is enrolled with that particular Retailer before commencing service; and
- The Retailer will provide any other information that EPC reasonably requires.

14.5 Site Drop

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

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

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

14.6 De-energize Site

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

14.6.1 Re-energize Site

Retailers may request EPC to Re-energize a Site.

14.7 Retiring Site Identification

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

14.8 Identification Numbers

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

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15.0 INVOICING

EPC will invoice Retailers for Distribution Tariff services and transaction related services.

15.1 Distribution Tariff Invoices

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

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

15.2 Billing to Customer

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

15.3 Late Payment Charges

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

15.4 Default or Failure to Pay

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

15.5 Estimated Invoices

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

15.6 Payment of Accounts

The Retailer shall pay the entire amount stated on the invoice without deduction, set-off or counterclaim, notwithstanding any dispute in whole or in part of the amount. Any invoice rendered to a Retailer is due on the Invoice Date as indicated on the invoice. Invoices shall be deemed paid when payment is made either by way of cheque or electronic funds transfer to the bank account specified by EPC pursuant to the Retail Access Services Agreement. Payments received in foreign currency will be credited to the Retailer's account based on the foreign exchange dealer bid price that EPC

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receives on the date the payment is deposited. Any dispute with respect to an invoice from EPC to a Retailer shall be resolved as set out in current EPC Distribution Tariff dispute resolution processes.

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

15.6.1 No Payment Required

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

15.6.2 Refunds

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

15.7 Invoice Adjustments

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

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

15.7.1 Demand Waiver

EPC may consider a Demand waiver when:

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- (i) The new peak Demand is the result of an EPC power outage, which consequently requires the simultaneous start of the Customer's equipment. The Customer's normal Demand will replace the new peak Demand for invoicing purposes in this situation; or
- (ii) The new peak Demand is the result of a fire, explosion or similar disaster at the Customer's facility. The new peak Demand will be used for invoicing purposes for the current billing period (as defined by the TBC) during which the new peak Demand was established, but it will be waived for ratchet purposes for future invoices; or
- (iii) A Customer's productive operations are entirely shut down for a continuous period of more than fifteen (15) days solely by reason of fire, flood, wind, action of the elements, acts of God, or other accident or casualty beyond the Customer's control, and the Customer immediately notifies EPC in writing upon the Customer's knowledge of such event. During this time, any minimum charge provision of the applicable Rate Schedule may be waived. The Customer must give notice to EPC prior to resumption of any productive operations.

16.0 ELIGIBILITY OF RETAILER

16.1 Eligibility of Retailer

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

16.1.1 Licensing

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

16.1.2 Prudential Requirements

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

"Security requirement

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

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

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Adjustment for credit rating

- 9(1) A retailer may provide its current credit rating to the owner.
- (2) If a retailer has obtained more than one credit rating, the retailer must provide the lowest credit rating to the owner under subsection (1).
- (3) A retailer that provides its credit rating must have the security deposit required under section 8 reduced as follows:
 - (a) by \$25 000 000 if the credit rating is AAA- or higher;
 - (b) by \$20 000 000 if the credit rating is between AA- and AA+, inclusive;
 - (c) by \$15 000 000 if the credit rating is between A- and A+, inclusive;
 - (d) by \$10 000 000 if the credit rating is between BBB- and BBB+, inclusive.
- (4) Notwithstanding subsection (3), the security deposit must not be less than \$0.
- (5) A retailer must advise the owner of any downgrading of its credit rating within 2 business days of the downgrading and must provide any additional security required as a result of the downgrading within 5 business days of the downgrading.
- (6) A retailer may advise the owner of any upgrading of its credit rating.
- (7) If the amount of security required from a retailer is reduced as a result of an upgraded credit rating, the owner must return any financial deposit no longer required to the retailer within 20 business days of being advised by the retailer of the upgraded credit rating.

Appeal to regulatory authority

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

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Security to be maintained

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

Default by retailer

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

16.1.3 Agreement between EPC and Retailer

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

16.1.4 Communications Capabilities

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

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

16.2 Confidentiality

EPC shall keep all Retailer specific credit and security information confidential unless EPC has the Retailer's written authorization and consent to disclose such information to other Parties, provided however that such information shall not be subject to such confidentiality where such information:

- (a) is generally available to the electric industry or the public at the time of disclosure;
- (b) subsequent to receipt by EPC, becomes generally available to the electrical industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;
- (c) was available to EPC on a non-confidential basis prior to its disclosure to EPC;
- (d) subsequent to receipt by EPC, was on competent evidence established by EPC available to EPC on a non-confidential basis from a source other than the Retailer or an authorized representative of the Retailer, without breach of these Terms and Conditions; or
- (e) must be disclosed by law to a governmental authority where there is no reasonable alternative to such disclosure.

17.0 CUSTOMER PROTECTION

17.1 Disclosure

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

EPC will ensure that other Parties' access to Customer information is restricted unless the Customer consents to the disclosure of this information in a manner permitted under ENMAX's Code of Conduct compliance plan or the Code of Conduct Regulation, provided however that such information shall not be considered confidential where:

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

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

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17.2 Errors Discovered by Retailers

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

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18.0 CONNECTION SERVICES

18.1 Provision of Connection Services

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

Procedural and technical requirements that must be met prior to connecting facilities to the EPC Electric Distribution System within the Network boundary are described in the document entitled "Network Servicing Policies and Guidelines". Procedural and technical requirements that must be met prior to connecting facilities to the EPC Electric Distribution System outside the Network boundary are described in the document entitled ""Requirements for Distribution Wires Access". Both documents are posted on the EPC website.

18.2 Application for Connection Services

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

18.2.1 Method and Form of Application

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

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18.2.2 Application by Retailer or Other Person

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

18.2.3 Provision of Information

Upon request, EPC shall furnish to any Person, detailed information on the method and manner of making application for Connection Services. Such information may include a copy of EPC's "Requirements for Distribution Wires Access" and "Network Servicing Policies and Guidelines", a description of the Service Connections available, connections necessary between EPC's Facilities and the Customer's facilities and premises, location of entrance Facilities and metering equipment, and Customer and EPC responsibilities for installation, operation and maintenance of Facilities.

EPC may require an applicant for Connection Services to provide:

- information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which Connection Services will be utilized;
- credit information or references;
- any other information outlined in EPC's "Requirements for Distribution Wires Access" and "Network Servicing Policies and Guidelines", or that EPC reasonably requires; and
- an estimate of usage per month, on a dollar basis.

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

18.2.4 Rejection of Application

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

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

18.2.5 Approvals

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

18.3 Responsibilities

18.3.1 Rights of Way

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

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In all agreements between the Customer and EPC regarding the management of vegetation, the Customer is required to give EPC permission to manage and remove vegetation on the property owned or controlled by the Customer and the right to maintain proper clearances as set out in the Alberta Electrical and Communications Utility Code. EPC will make every effort to notify the Customer before such work is performed.

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

18.3.2 Customer Liability

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

18.3.3 Protective Devices

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

18.3.4 Standards for Interconnection

The Customer's installation shall conform to the requirements of EPC's "Requirements for Distribution Wires Access" or "Network Servicing Policies and Guidelines" and/or such further requirements as EPC may establish from time to time. Copies of such requirements are available from EPC and will be posted on the EPC website.

18.3.5 Suitability of Equipment

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

18.4 Connections

18.4.1 Interference with EPC's Property

No one other than an authorized employee or agent of EPC shall be permitted to remove, operate, or maintain Meters, electric equipment or other EPC Facilities. The

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Customer shall not interfere with, extend or alter EPC's Meter, seals or other Facilities or permit the same to be done by anyone other than the authorized agents or employees of EPC. EPC property shall be installed at points most convenient for EPC's access and service and in conformance with public regulations in force from time to time. The Customer shall be responsible for all destruction, loss or damage to EPC's Meters, electric equipment, seals or other Facilities located on the Customer's premises or on premises owned, operated or controlled by the Customer where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Customer or anyone permitted by the Customer to be on the premises, provided however, that the Customer shall not be liable for such destruction, loss or damage where such destruction, loss or damage is occasioned by circumstances beyond the Customer's control.

18.4.2 Protection of EPC's Equipment

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

18.4.3 Unauthorized Use or Unsafe Conditions

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

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18.4.4 Relocation of EPC's Facilities

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

18.4.5 Customer's Facilities

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

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

18.5 Change in Connection Services

18.5.1 Prior Notice by Customer

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

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

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18.5.2 Changes to EPC's Facilities

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

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

18.6 De-energization of Service

18.6.1 De-energization at Request of Retailer

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

18.6.2 De-energization at Request of Customer

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

18.6.3 De-energization for Safety Reasons

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

- the Customer has permitted the Customer's facilities to become hazardous;
- if to EPC's knowledge or in its judgment, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently;
- tampering with any service conductors, seals or any EPC Facilities or any Meters;
- the Customer's facilities fail to comply with applicable statutes, regulations, standards and codes and EPC's requirements; or

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- the use of Connection Services may cause damage to EPC's Facilities or Electric Distribution System or interfere with or otherwise disturb any other service provided by EPC.

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

18.6.4 De-energization Other Than for Safety

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

- violates any provision of these Terms and Conditions or other components of the Distribution Tariff;
- neglects or refuses to pay to EPC when due, all amounts required to be paid to EPC under these Terms and Conditions or Rate Schedule subject to the following conditions:
 - For residential Customers (rate class D100), EPC will install a Load Limiting Device during the period October 15 to April 15 or at any other time when the temperature is forecast to be below zero (0) degrees Celsius in the twenty-four (24)- hour period immediately following the proposed disconnection, based on the Environment Canada Text Forecast as retrieved at or about six (6:00) AM on the day of the proposed disconnection.
- upon receiving a written request to provide access to the Meter, neglects to arrange such access;
- changes its requirements for Connection Services without the written permission of EPC; or
- provides EPC with incorrect information or makes fraudulent or unauthorized use of Connection Services.

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18.6.5 Restoration of Service

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

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

18.6.6 Removal of Facilities

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

18.7 Residential Investment Policy

18.7.1 Responsibilities:

EPC and the Developer will each be responsible for specific development costs as follows:

- The EPC residential investment level will be the cost to provide modified Underground Residential Distribution ("URD") system (i.e., overhead main feeder) including the material cost associated with the service coil to standard subdivision developments as defined in Section 18.7.2 of these Terms and Conditions;
- The Customer shall be responsible for the installation and all future maintenance of the service coil on the Customer's property;
- For non-standard subdivision and multi-family dwelling developments, the Developer shall pay the actual costs of construction including the service coil less the EPC residential investment level; and
- For a total underground distribution system (i.e. underground main feeder), the Developer shall pay the actual cost of the underground feeder less EPC's allowance for an overhead feeder.

18.7.2 Conditions of Standard Subdivision Detached and Semi-Detached Dwelling Units

The EPC residential investment level is based on a standard detached and semi-detached dwelling units Subdivision subject to the following conditions:

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- The average lot width shall be twenty-three (23) metres or less;
- An average of at least seven (7) lots shall be serviced from each new transformer installed;
- Transformers which were installed previously to serve earlier portions of a subdivision shall be used where possible;
- The distance from the nearest primary supply point to the first transformer divided by the number of lots shall be less than or equal to twelve (12) metres per lot;
- Only 100 Amp and 200 Amp services are provided;
- Any portion of a subdivision involving re-lotting of previously serviced lots is excluded; and
- There shall be at least fifteen (15) lots in any one Development Area.


Where development is other than detached or semi-detached dwelling units, or where the foregoing conditions for detached or semi-detached dwelling units are not met, the cost to the Developer shall be the actual cost of construction less the EPC residential investment level.

18.8 Non-Residential Investment Policy

For commercial services, EPC will invest in service connection(s) to a property or building as outlined below:

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CUSTOMER TYPE	EPC INVESTMENT POLICY (NEW LOAD)
Small Commercial (Rate Code D200), Distributed Generation (Rate Code D600), Streetlighting (Rate Code D500)	First \$10,000.
Medium Commercial – (Rate Code D300), Large Commercial – Secondary (Rate Code D310), Distributed Generation (Rate Code D600)	\$250/kVA of Minimum Contract Demand up to eighty percent (80%) of anticipated maximum Demand
Large Commercial – Primary (Rate Code D410) Distributed Generation (Rate Code D600)	\$75/ kVA of Minimum Contract Demand up to eighty percent (80%) of anticipated maximum Demand
Overhead and Underground Commercial Subdivision	\$6000/lot (not applicable in Network area)
Irrigation Services (Controls), Temporary Services (includes Sign Services)	N/A

For commercial/industrial services, the following conditions shall apply:

- **Minimum Contract Demand:** the kVA of capacity contracted for by the Customer;
- **Contract Term:** the term of the standard contract will be fifteen (15) years;
- **Contract Obligation:** the contract applies to the original, contracted owner;
- **Contract “Buy Down”:** Customers are permitted to “buy down” the EPC investment, and therefore reduce their Minimum Contract Demand, with a linear reduction factor over a fifteen (15) year time frame according to the following formula:

Customer “Buy Down” cost = (Original EPC investment – Reduced EPC investment) x (1- (Contract Year/15))
- **Line Contribution Refunds:** EPC does not currently employ this practice or endorse the refund of contribution-in-aid-of-construction from one Customer to another;

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- **Staged Loading by Customer:** standard investment levels will apply for Customers with staged loading subject to the full contract minimum being in place within two (2) years of Energization;
- **Distributed Generation Investment Policy:** maximum export limit will be used as "Minimum Contract Demand" for EPC investment calculation;
- **Optional Facilities:** EPC's investment will only apply to Facilities deemed reasonable, useful, and justifiable to EPC engineering staff. Facilities requested by a Customer that, in the opinion of EPC, are not reasonable, useful, or justifiable, shall be entirely at the cost of the Customer; and
- **Transmission Facilities:** this policy does not in any way apply to or include transmission or substation related capital costs.

19.0 REVENUE METERING EQUIPMENT

19.1 Installation of Meters

19.1.1 Provision and Ownership

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

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

Should a Customer request that an interval Meter be installed or a communication device be attached to the existing Meter, the request shall be made as set out in the provisions set out in the "Requirements for Distribution Wires Access" (available on the EPC website). EPC shall provide, install, test, and maintain the requested metering or communication device. The Customer shall bear the cost incurred by EPC in providing and installing the Meter or attaching the communication device per the Fee Schedule. Upon installation, the Meter or communication device shall remain the property of EPC and will be maintained by EPC. EPC shall complete installation of the Meter or attachment of the communication device, if reasonably possible, within thirty (30) days of receiving a request from the Customer. EPC shall invoice the Customer upon installation.

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19.1.2 Responsibility of Customer

Each Customer shall provide, own and install a Meter socket or Meter enclosure and other approved and required Facilities suitable for the installation of EPC's Meter as set out in EPC's current "Requirements for Distribution Wires Access".

19.2 Installation of Metering Equipment

Installation of metering equipment shall be designated as set out in the requirements of the "Revenue Metering" Guide, which can be accessed through EPC's website.

19.3 Access to Metering Equipment

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

19.4 Changes to Metering

EPC may at any time change any Meter it installed.

Customer requests for a new Meter will be processed as per the "Requirements for Distribution Wires Access" which can be accessed through EPC's website.

20.0 TRANSMISSION CONNECTED SERVICES

20.1 General

Transmission Connected Customers taking Transmission Connected Services from EPC will be subject to the provisions of the ISO approved tariff as it applies to EPC at the POD to which the Transmission Connected Customer's service is connected. This includes an application of all tariff amounts such as, but not limited to, contributions, riders, application fees, miscellaneous charges, study costs or ISO deferral account dispositions that are paid to or refunded by the ISO, as set out in the ISO's approved tariff.

20.2 System Access Service

EPC arranges for provision of System Access Service from the ISO for all Customers. The arrangements for System Access Service and the associated transmission Facilities for Transmission Connected Customers will be aligned with the Transmission Load Customer's service requirements recognizing that the rates, terms and conditions of the ISO tariff will be applied directly to the Transmission Connected Customer.

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EPC is not obligated to commit to the ISO for commencement of the construction of new Facilities required for System Access Service for a Transmission Connected Customer until adequate credit arrangements, guarantees and Commitment Agreements, acceptable to EPC, are made with the Transmission Connected Customer.

The Transmission Connected Customer is required to sign an Interconnection Agreement with the transmission facility owner prior to the System Access Service Agreement being executed.

20.3 Metering

The Meter of the Transmission Connected Customer is the Meter at the respective POD. Consequently, metering equipment shall be installed as set out in any ISO metering requirements. Any contribution associated with installation, changes or upgrades to metering to satisfy these requirements will be the responsibility of the Transmission Connected Customer.

20.4 Distribution Tariff

A Transmission Connected Customer will be invoiced as set out in the Distribution Tariff.

20.5 Investment Policy

If a Customer contribution is required by the ISO for transmission Facilities to provide System Access Service to a Transmission Connected Customer, a charge for such contribution will apply directly to the Customer. Payment must be made as set out in the ISO tariff.

20.6 Changes to System Access Service

For any POD that is a Service Connection for a Transmission Connected Customer, EPC will make a request to the ISO for an increase or reduction in transmission contract levels or a change to the terms of System Access Service only upon written request from the Transmission Connected Customer.

Changes to a Transmission Connected Customer's contract levels or terms of System Access Service will be effective only upon agreement between EPC and the ISO.

The Customer will pay any costs and receive any refunds from the ISO that occur as a result of any such changes.

20.7 Exit Costs

If a service for a Transmission Connected Customer is terminated, the Customer shall pay all transmission related exit costs, which include:

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- (a) any costs charged by the ISO to EPC, as a direct consequence of the Customer's termination of service;
- (b) the present value of any ongoing System Access Service costs for the particular POD that are attributable to the Customer and that will not be recovered by EPC from the Customer as a direct consequence of the Customer's termination of service;
- (c) any other un-recovered transmission related amounts as stipulated in the contract between EPC and the Customer; and
- (d) any outstanding amounts attributable to the Customer with respect to, but not limited to, any deferral accounts, rate riders or Board decisions.

20.8 Release

As set out in the *EUA*, Transmission Connected Customers may, with prior approval of EPC, enter into an agreement directly with the ISO. Should EPC agree to such release, EPC reserves the right to invoice the released Customer directly for all Board approved riders and charges arising from services supplied by EPC prior to the release.

PART D: DISTRIBUTED GENERATION SERVICES

21.0 DISTRIBUTED GENERATION SERVICES

21.1 Provision of Distributed Generation Interconnection Services

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

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

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

21.2 Application for Distributed Generation Interconnection Services

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

21.2.1 Method and Form of Application

EPC reserves the right to verify the identity of the Distributed Generator and the accuracy of the information provided and to require the Distributed Generator to sign an application in writing on forms provided by EPC. No servant, agent or employee of EPC is authorized to modify orally any provisions of a written application or to bind EPC to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized EPC representative

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21.2.2 Provision of Information

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

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

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

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

21.2.3 Rejection of Application

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

- the type of Distributed Generation Interconnection Service applied for is not available;
- the applicant or the Distributed Generator does not have currently in force all permits, certificates, licenses, or other authorizations or right-of-way agreements

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that may be required for the installation and operation of Distributed Generation Interconnection Services;

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

21.2.4 Approvals

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

21.3 Responsibilities

21.3.1 Rights of Way

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

The Distributed Generator shall provide access for EPC to the Distributed Generator's facility for the purposes of Meter reading or installation, maintenance or removal of

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EPC's Facilities and for the purpose of treating, brushing, trimming and cutting of trees as is necessary for the proper operation of EPC's Facilities.

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

21.3.2 Distributed Generator Liability

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

21.3.3 Protective Devices

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

21.3.4 Standards for Interconnection

The Distributed Generator's installation shall conform to the requirements of EPC's Distributed Generation standards or such further requirements as EPC may establish from time to time. Copies of such requirements are available from EPC and will be posted on the EPC website.

21.3.5 Suitability of Equipment

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

Part D: Distributed Generation Services

21.4 Connections

21.4.1 Interconnection Charges

The Distributed Generator shall pay EPC an amount, as determined by the Non-Residential Investment Policy (as outlined in these Terms and Conditions), for the interconnection of EPC's Facility to the Distributed Generator's facility. The cost of interconnection shall include, but not be limited to, costs incurred in the design, supply, construction, operation and maintenance of all interconnection, protective and metering equipment, including the costs of any modifications to EPC's Facilities that may be required.

21.4.2 Interference with EPC's Property

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

21.4.3 Protection of EPC's Equipment

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

21.4.4 Unauthorized Use or Unsafe Conditions

If EPC determines that there has been an unauthorized use of Distributed Generation including but not limited to any tampering with a Meter or other EPC Facilities, unauthorized connection or reconnection, or theft, fraud, whereby EPC is denied full

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

21.4.5 Relocation of EPC's Facilities

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

21.4.6 Distributed Generator's Facilities

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

21.4.7 Prior Notice by Distributed Generator

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

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

21.4.8 Changes to EPC's Facilities

If EPC must modify its Facilities to accommodate a change in a Distributed Generator's requirements for Distributed Generation Interconnection Services, the Distributed

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Generator shall pay for all costs attributable to such modification including, without limitation, the following costs:

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

21.5 De-energization of Service

21.5.1 De-energization at Request of Distributed Generator

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

21.5.2 De-energization for Safety Reasons

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

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

EPC will Re-energize Distributed Generation Interconnection Services when the condition has been rectified to EPC's satisfaction, when the Distributed Generator has provided, or paid EPC's costs of providing, such Facilities as may be necessary to

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rectify the condition and prevent the condition from reoccurring, and the Distributed Generator's facilities are approved by the appropriate authority.

21.5.3 De-energization Other Than for Safety

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

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

21.5.4 Re-energization of Service

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

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

21.5.5 Removal of Facilities

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

21.5.6 Fee Schedule

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

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22.0 METER SERVICES

22.1 Installation of Meters

22.1.1 Provision and Ownership

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

22.1.2 Distributed Generator Meters

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

22.2 Location

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

22.3 Access to Metering Equipment

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

22.4 Changes to Metering

EPC may at any time change any Meter it installed.

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Distributed Generator requests for a new Meter will be processed as per the "Requirements for Distribution Wires Access", which can be accessed through EPC's website.

23.0 MISCELLANEOUS

23.1 Insurance

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

Except as otherwise expressly provided in the Interconnection Agreement with the Distributed Generator, in respect of the insurance policies carried by the Distributed Generator under this Section 23.1 of these Terms and Conditions, each insurance policy shall, include waivers of subrogation in favour of EPC and any commercial general liability policy shall include a cross liability and blanket contractual clause and shall include EPC as an additional insured. The Distributed Generator will provide a certificate of insurance in this regard to EPC.

APPENDIX 4

ENMAX POWER CORPORATION

DISTRIBUTION FEE SCHEDULE

EFFECTIVE JULY 1, 2009

Effective July 1, 2009

FEE SCHEDULE*

The fees contained in this Schedule are non-refundable and are charged in all circumstances. They apply to the services described in the EPC Distribution Tariff T's & C's.

1. Temporary De-energize \$39.34 per request

This fee applies to a Retailer or Customer who requests a temporary De-energization of service or the installation of a Load Limiting device on a Site.

2. Re-energize after Temporary De-energize \$39.34 per request

This fee applies to a Retailer or Customer who requests a Re-energization of service or the removal of a Load Limiting device on a Site.

3. Permanent De-energize No charge

This fee applies to Sites where the Site is De-energized and the equipment permanently removed.

4. Financial De-energize \$39.34 per request

This fee applies to a De-energize request from the Default Supplier or RRP due to non-payment of a Customer account. The fee is charged to the last Retailer to enroll the site.

5. Re-energize after Financial De-energize \$39.34 per request

This fee applies to a Re-energize request from a Retailer for a Site that was De-energized for financial reasons. Where a request is made to remove a Load Limiting Device, the Retailer that enrolled the Site will be assessed the removal fee.

6. Installation or Removal of Load Limiter – Financial \$39.34 per install or removal

This fee applies to a request from the Default Supplier or Regulated Rate Provider to install a Load Limiting Device at a Site where the Customer's account is in arrears. This fee also applies to a request from the Default Supplier or Regulated Rate Provider to remove a Load Limiting Device at a Site and fully De-energize the Site.

7. Installation or Removal of Load Limiter – Emergency Services \$39.34 per install or removal

This fee applies to a request from municipal emergency services to install or remove a Load Limiting Device at a Site for the purpose of having electricity during an investigation. The fee is charged to the Retailer who has enrolled the Site.

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8. Delivery of Cut-Off Warning Notice \$39.34 per notice

This fee applies to a request from a Retailer to deliver a cut-off warning notice at a Site where either the Site will be cut-off for financial reasons or the Customer needs to be warned of impending cut-off due to vacancy or other non-financial reasons. The fee is charged to the Retailer who has enrolled the Site.

9. Extra Service Trip \$50.58 per trip

This fee applies when an extra service trip is required because the Customer's Site was not ready to be Energized when initially requested. The fee is charged to the Retailer who has enrolled the Site.

**10. Meter Field In Situ Test \$167.46 for Self Contained Meter
\$216.91 for Instrument-type Meter**

This fee applies when EPC tests a Meter at the request of a Retailer or Customer. The fee is charged only if the accuracy of the Meter is found to be within the limits allowed by Measurement Canada. The fee is charged to the Retailer that enrolled the site, where applicable.

11. Off-Cycle Meter Reading \$16.86 per request

This fee is applied when a Retailer requests that an off-cycle Meter reading be performed.

12. Interval Data Request - 15 minute, DIM Format \$0.00 per Site – per request

This fee applies when a Retailer or another party authorized by the Customer requests interval Meter data for a period of no more than 425 calendar days from date of request. This fee is limited to one annual request per site by either Retailer or any other party authorized by the Customer. Additional requests made during the subsequent 12 months are considered special reports and subject to an additional fee, unless waived by EPC, as specified in this Fee Schedule.

13. Interval Data Request - Other than 15 minute, DIM format \$0.00 per Site - per request

This fee applies when a Retailer or another party authorized by the Customer requests interval Meter data for a period of no more than 425 calendar days from date of request. This fee is limited to one annual request per site by either Retailer or any other party authorized by the Customer. Additional requests made during the subsequent 12 months are considered special reports and subject to an additional fee, unless waived by EPC, as specified in this Fee Schedule.

14. Interval Data Report or a Graph \$28.10 per Site - per request

This fee applies when a Retailer or another party authorized by the Customer requests a report or graph for a period of no more than 425 calendar days from date of request.

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- 15. Interval Data - All Other Requests** **\$101.15 per hour**
This hourly fee applies when a Retailer or other party authorized by the Customer requests services that are not listed in the Fee Schedule.
- 16. Cumulative Data Request, DCM Format** **\$0.00 per Site – per request**
This fee applies when a Retailer or another party authorized by the Customer requests cumulative Meter data for a period of no more than 425 calendar days from date of request. This fee is limited to one annual request per site by either Retailer or any other party authorized by the Customer. Additional requests made during the subsequent 12 months are considered special reports and subject to an additional fee, unless waived by EPC, as specified in this Fee Schedule.
- 17. Cumulative Data - All Other Requests** **\$84.29 per hour**
This hourly fee applies when a Retailer or other party authorized by the Customer requests services that are not listed in the Fee Schedule.
- 18. Data Request Requiring Data File** **\$0.00 per Site – per request**
This fee applies when a Retailer or another party authorized by the Customer requests Meter data for a period of no more than 425 calendar days from date of request. This fee is limited to one annual request per site by either Retailer or any other party authorized by the Customer. Additional requests made during the subsequent 12 months are considered special reports and subject to an additional fee, unless waived by EPC, as specified in this Fee Schedule.
- 19. Settlement History - Load Settlement** **\$112.39 per hour**
This fee applies when a Retailer requests Load Settlement data from the LSA.
- 20. Custom Load Profile** **\$112.39 per hour plus materials**
This fee applies when a Retailer requests a custom Load profile from the LSA.
- 21. Verification of Distribution Tariff Data** **\$112.39 per hour**
This fee is applied when a Retailer requests an investigation of Distribution Tariff billing data. In the event that EPC data is incorrect, the fee is waived.
- 22. Request Distribution Tariff History** **\$112.39 per hour**
This fee applies when a Retailer requests a history of a Distribution Tariff billing.
- 23. Verification of Transaction Bill Data** **\$112.39 per hour**
This fee applies when a Retailer requests an investigation of suspect billing data for a specific service order. In the event that EPC data is incorrect, the fee is waived.

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- 24. Customer Requests – Off Hours** **\$164.09 per hour**
This fee applies when a Customer requests that work be done after their business hours to minimize disruption of their business, which requires an EPC crew working on overtime hours.
- 25. Dishonoured Payments** **\$28.10**
This fee applies to all dishonoured cheques or other payment dishonoured, rejected or reversed by any financial institution for any reason.
- 26. Meter Verification/Certification** **\$115.76 per hour plus materials**
This fee applies when a Retailer or Customer requests verification or certification of a Meter. In the event that the Meter is faulty, the fee is waived.
- 27. Meter Upgrade** **\$115.76 per hour for one person/one truck (single phase)**
\$196.68 per hour for two people/one truck (multi phase)
This fee applies for the time associated with Meter upgrades. The Customer is also responsible for the cost of materials including the Meter.
- 28. Penalty for Late Payment** **3.25% of the total current charges**
This fee applies to Retailers or Customers. A one-time penalty charge of 3.25% will be applied no less than 25 days following the current Invoice Date indicated on the bill to total current charges outstanding.

APPENDIX 5 – NON-RESIDENTIAL INVESTMENT LEVELS

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EFFECTIVE JULY 1, 2009

Customer Type	EPC Investment Policy (New Load)
Small Commercial (Rate Code D200), Distributed Generation (Rate Code D600), Streetlights (Rate Code D500)	First \$11,239
Medium Commercial – (Rate Code D300), Large Commercial – Secondary (Rate Code D310), Distributed Generation (Rate Code D600)	\$281/kVA of Minimum Contract Demand up to eighty percent (80%) of anticipated maximum Demand
Large Commercial – Primary (Rate Code D410), Distributed Generation (Rate Code D600)	\$84/kVA of Minimum Contract Demand up to eighty percent (80%) of anticipated maximum Demand
Overhead and Underground Commercial Subdivision	\$6,743/lot (not applicable in Network area)
Irrigation Services (Controls), Temporary Services (includes Sign Services)	N/A