

**THE CITY OF RED DEER
ELECTRIC UTILITY**



**Terms and Conditions for
Retail Access Services**

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Preface

These Terms and Conditions set forth the terms and conditions upon which The City will provide Retail Access Services to Retailers. These Terms and Conditions shall be incorporated into, and form part of, The City's Distribution Tariff.

1 DEFINITIONS

The following words and phrases, whenever used in these Terms and Conditions, the Rate Schedules, a Schedule of Fees or a Retail Access Services Agreement, shall have the respective meanings set out below.

Alberta Interconnected Electric System means “interconnected electric system” as defined in the EUA.

AUC Rule 010 means the Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets, as approved by the AUC under the authority of the EUA and as amended from time to time.

AUC Rule 021 means the Settlement System Code Rules, as approved by the AUC under the authority of the EUA and as amended from time to time.

Billing Period means the time period between two consecutive regular monthly Meter readings or estimates of such monthly Meter readings.

Business Day means any day other than a Saturday, Sunday or a day which is a holiday as holiday is defined in the *Interpretation Act* (Alberta).

The City means The City of Red Deer or an employee or agent designated by The City of Red Deer.

Commission or **AUC** means the Alberta Utilities Commission established by the *Alberta Utilities Commission Act* (Alberta).

Customer means “customer” as defined in the EUA. “Customer” also includes a Person:

- i. To whom The City provides services under its Distribution Tariff,
- ii. Who applies for or otherwise requests service under The City’s Distribution Tariff, or
- iii. Who owns, rents, or leases land upon which service under The City’s Distribution Tariff is or will be provided,

But does not include a Retailer, a Rate of Last Resort Provider or a Default Supplier.

Customer Service Guidelines means The City’s Electric Utility Customer Service Guidelines document updated from time to time and available on The City’s website.

Customer Usage Information means information regarding the historical electricity consumption of a Customer.

De-Energize, De-Energized or De-Energization means the disconnection of metering or electrical equipment from the Distribution System to prevent electricity from flowing to or from a Site.

Default Supplier means a Retailer appointed as a default supplier under Section 3(1) of the *Roles, Relationships and Responsibilities Regulation, 2003* (Alberta).

Demand means the maximum rate at which Electric Energy is consumed by a Customer (expressed in kilowatts, kilovolt-amperes, or other suitable engineering units) at a given instant or averaged over any designated period of time.

Department means the Electric Utility Department of The City acting as The City’s Wire Services Provider, and includes a Person or agent authorized to act on its behalf.

Distributed Generation means “distributed generation” as defined in the EUA.

Distributed Generation Interconnection Services means services provided by The City which will allow for the delivery of electricity from Distributed Generation, including Micro-Generation, to the City’s Distribution System.

Distribution Access Services means “electric distribution service” as defined in the EUA and includes Distributed Generation Interconnection Services and any other services provided by the City to Customers under the City’s Distribution Tariff.

Distribution System means “electric distribution system” as defined in the EUA and includes the plant, works, equipment, systems and services necessary to distribute electricity in a service area.

Distribution Tariff means a distribution tariff prepared by The City and approved by City Council in accordance with the EUA, which consists of these Terms and Conditions, the Terms and Conditions for Retail Access Services, the Rate Schedules and Schedule of Fees, and a *pro forma* Retail Access Services Agreement.

Electric Energy means “electric energy” as defined in the EUA.

Electricity Services means “electricity services” as defined in the EUA.

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 an electric system or the safety of persons or property, or
- ii. A fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel, or
- iii. A condition that requires implementation of emergency operations procedures as defined in the ISO or the facility owners’ procedures and systems for load shedding in emergencies, or
- iv. Any other condition or situation that The City or the ISO deems imminently likely to endanger life or property or to affect or impair The City’s Distribution System or the electrical systems of others to which The City’s Distribution System is directly or indirectly connected (a “Connected Entity”). Such a condition or situation may include, but is not limited to, potential overloading of The City’s Distribution System, Facilities, transmission and/or distribution circuits, ISO minimum generation “light load” conditions, or unusual operating conditions on either The City’s Distribution System,

Facilities, transmission and/or distribution circuits or a Connected Entity's electrical system, or conditions such that The City is unable to deliver Electric Energy for a Retailer without jeopardizing The City's Distribution System, Facilities, transmission and/or distribution circuits or a Connected Entity's electrical system.

Energize, Energized or Energization means the connection of metering or electrical equipment to the Distribution System that permits Electric Energy to flow to or from the Site.

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.

Event of Default has the meaning given to it in Section 14.1 of these Terms and Conditions.

Exchange means "exchange" as defined in the EUA.

Facilities means The City's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, Meters, meter reading devices and other electrical apparatus.

Force Majeure means acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of the 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 to equipment, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which The City's Distribution System is interconnected, failure of any supplier or Retailer to perform, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of The City, provided that in no event shall lack of finances or inability to perform due to financial condition constitute Force Majeure.

Independent System Operator or **ISO** means "Independent System Operator" as defined in the EUA.

Interval Meter means a Meter that measures, at intervals of 60 minutes or less, the amount of electricity consumed, and satisfies the standards for revenue collection under the Electricity and Gas Inspection Act (Canada) and the Weights and Measures Act (Canada).

Load means the Demand and Electric Energy delivered or required to be delivered to a Site.

Load Limiting Device or **Load Limiting Program** means hardware or software that limits or reduces the electricity provided to the Customer, and which may be a standalone device or part of a Meter.

Load Settlement means the functions set out in the AUC Rule 021.

Load Settlement Agent means a "load settlement agent" as defined in AUC Rule 021.

MDM means Meter Data Management which includes the provision of Meter reading and data management services, which are related generally to Meter reading, data manipulation and data provision to market participants.

Meter means the device and associated equipment that measures and records the amount of electricity that flows through a particular point, and satisfies the standards for revenue collection under the Electricity and Gas Inspection Act (Canada) and the Weights and Measures Act (Canada).

Micro-Generation means “micro-generation” as defined in the Micro-Generation Regulation (Alberta).

Non-Standard Meter means a Meter that does not have the capability of remotely communicating via radio frequency signals with The City’s advanced metering network.

Person means “person” as defined in the EUA.

Power Pool means the “power pool” as defined in the EUA.

Power Pool Rules means the rules established by the Independent System Operator in accordance with the EUA.

Prudential Requirements means the requirements established by The City as set out in Section 11.1.2 of these Terms and Conditions.

Rate of Last Resort or RoLR means the charge determined in accordance with the Rate of Last Resort Regulation, Alta Reg 262/2005 for the supply of Electric Energy to regulated rate customers.

Rate of Last Resort Provider means “rate of last resort provider” as defined in the EUA.

Rate Schedule means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers for the provision of Retail Access Services, as amended from time to time.

Retail Access Services means the services provided by The City to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service and MDM, Load Settlement, metering services and other related services as offered by The City from time to time.

Retail Access Services Agreement means the agreement between The City and a Retailer which sets forth the terms upon which The City provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the Rate Schedules and Schedule of Fees.

Retailer means a “retailer” as defined in the EUA and, for the purposes of these Terms and Conditions, shall include a Rate of Last Resort Provider and Default Supplier, unless otherwise noted or excluded by the context.

Retailer of Record means the Retailer identified in the City’s records through the enrollment process set out in Section 9 of these Terms and Conditions, and who is thereby recognized by the City as the Customer's Retailer for a Site at a specific time.

Schedule of Fees means the Distribution Access Services Schedule of Fees, being Appendix B under Bylaw 3273/2000, which forms part of the Distribution Tariff, that sets out the fees and charges to Customers and Retailers for the provision of Distribution Access Services, as amended from time to time. “Settlement Zone” means “settlement zone” as defined in AUC Rule 021.

Site means the point of end use consumption.

Standard Meter means a Meter that has the capability of remotely communicating via radio frequency signals with The City's advanced metering network.

System Access Service means "system access service" as defined in the EUA.

Terms and Conditions shall mean these Terms and Conditions for Retail Access Services, as amended, supplemented or replaced from time to time.

Terms and Conditions for Distribution Access Services means the document, as amended, supplemented or replaced from time to time, which sets forth the terms and conditions upon which The City will provide Distribution Access Services.

Unaccounted for Energy or **UFE** means the difference between total system Load and the total of the measured and estimated Loads of all the Sites including the allocated losses.

Wire Services Provider means "wire services provider" as defined in AUC Rule 021.

2 INTERPRETATIONS

2.1 Conflicts

If there is any conflict between a provision expressly set out in a Retail Access Services Agreement, Rate Schedules, Schedule of Fees and these Terms and Conditions, the express provision of the Retail Access Services Agreement, Schedule of Fees or Rate Schedules as the case may be, shall govern.

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 GENERAL PROVISIONS

3.1 Tariff

The City furnishes its various Retail Access Services under a tariff (the “Distribution Tariff”) which includes these Terms and Conditions, the Terms and Conditions for Distribution Access Services, the Rate Schedules, the Schedule of Fees and a pro forma Retail Access Services Agreement. The Distribution Tariff is available for public inspection during normal business hours at the business offices of The City or the Department, has been filed with the Commission for information purposes and may be posted on The City's website.

3.2 Effectiveness of Terms and Conditions

These Terms and Conditions are included as support for the Distribution Tariff and have been approved by The City of Red Deer. These Terms and Conditions come into force on June 1, 2026, and will be in force until another Distribution Tariff is approved.

3.3 Amendment of Terms and Conditions

The City may amend these Terms and Conditions from time to time. When an amendment is approved, revisions will be made to the Distribution Tariff.

3.4 Application of these Terms and Conditions

These Terms and Conditions apply to The City and each Retailer who enters into a Retail Access Services Agreement with The City, the Rate of Last Resort Provider and the Default Supplier.

3.5 Modification of Terms and Conditions

No agent or employee of The City is authorized to modify any provision, charge, or rate contained in these Terms and Conditions, the Rate Schedules or the Schedule of Fees or to bind The City to perform in any manner inconsistent with these Terms and Conditions, the Rate Schedules or the Schedule of Fees.

4 RETAIL ACCESS SERVICE

4.1 Provision of Retail Access Service

The City will offer Retail Access Services to Retailers who have demonstrated eligibility under The City's eligibility requirements set out in Section 11 of these Terms and Conditions. The City will provide Retail Access Services for the Retailer, upon and subject to the terms and conditions set out in these Terms and Conditions and any Retail Access Services Agreement.

4.2 Initiation of Distribution Access Service

To initiate Distribution Access Services in respect of a Customer, the Retailer shall enroll that Customer, in accordance with Section 9 of these Terms and Conditions and information provided on the City's website regarding Retail Access Services. The Retailer shall not request enrollment until all applicable rescission periods have elapsed.

If the information on the enrollment request and other information required by The City is complete and correct, The City shall process the request for enrollment in accordance with Section 9 of these Terms and Conditions and information provided on The City's website regarding Retail Access Services. Once The City completes the processing of the enrollment request, the Retailer shall become the Retailer of Record for that particular Customer.

4.3 Reasonable Efforts

The City shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction of Distribution Access Services 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 Services as promptly as reasonably practicable.

4.4 ISO Requirements

The Retailer acknowledges and agrees that The City is bound by all ISO operating instructions, policies and procedures as are set in the ISO Rules and Alberta Reliability Standards, as amended from time to time, which are necessary to maintain the integrity of the Alberta Interconnected Electric System. The Retailer acknowledges and agrees that it will cooperate with The City so that The City will be in compliance with all ISO operational procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

4.5 Compliance With Governmental Directives

The Retailer acknowledges and agrees that The City may need to act in response to governmental or civil authority directives or regulatory orders, which may affect Customer Load. The Retailer agrees to cooperate with The City in order to enable The City to comply with all such directives or orders.

4.6 Disconnection

4.6.1 Disconnection of a Site

The City may disconnect a Site, and thereby discontinue Distribution Access Services in respect of a Customer, in accordance with the provisions set forth in the Terms and Conditions for Distribution Access Services.

4.6.2 Disconnection at Request of Retailer

The City will disconnect a Site and discontinue Distribution Access Services in respect of a Customer, where the Retailer requests on behalf of the Customer, physical or program-based disconnection of Distribution Access Services by submitting a “disconnection request” notice to The City.

4.6.3 Fees

The City may charge fees to Retailers for processing the transactions described in Section 4 of these Terms and Conditions in accordance with the Schedule of Fees which is attached as part of the Distribution Tariff.

5 ARRANGEMENT FOR SYSTEM ACCESS SERVICE

The City shall obtain from the Independent System Operator, System Access Services that The City considers necessary to enable the transmission of Electric Energy that will be sold or provided by a Retailer to its Customers. The Retailer shall be responsible for all charges paid or payable by The City to the Independent System Operator for System Access Services obtained by The City for Customers of the Retailer.

6 METER SERVICES

The City provides all Meter services within its service area. The City will only install Meters approved by the Department.

6.1 Provision of Meters

The City will provide, install and seal Meters for measuring Electric Energy and Demand supplied to Customers of the Retailer, as required, in accordance with The City's Terms and Conditions for Distribution Access Services.

6.2 Provision of Interval Meters

Time of use or Interval Meters shall be installed for a Customer who has Demand exceeding the threshold established by The City from time to time, in accordance with AUC Rule 021. Once an Interval Meter has been installed, it will not be removed unless The City abandons the socket.

For new Customers moving into existing space, The City will make an estimate of Site Demand, and if the estimate exceeds the threshold established by The City, an Interval Meter will be installed. For an existing Site where modifications are made to the infrastructure requiring Load to exceed the threshold established by The City, an Interval Meter will be installed.

Where an Interval Meter is installed in accordance with this Section 6.2, the costs of the new Interval Meter, including installation, will be borne by The City.

6.3 Changes to Metering Equipment

A Retailer or a Customer can request a new Meter.

Customer requests for a new Meter will be processed in accordance with The City's Customer Service Guidelines and the City's Terms and Conditions for Distribution Access Services.

Should a Retailer request a new Meter and/or a communication device be attached to the existing Meter, the request shall be made in accordance with the provisions set out in these Terms and Conditions, information on The City's website regarding Retail Access Services and Terms and Conditions for Distribution Access Services. The City shall provide, install, test, and maintain the requested metering and/or communication device. The Retailer shall bear the cost incurred by The City in providing and installing the Meter or attaching the communication device per the Schedule of Fees.

Upon installation, the Meter or communication device shall remain the property of the City and will be maintained by The City. The City shall complete installation of the Meter or attachment of the communication device, if reasonably possible, within 60 days of receiving a request from the Retailer. The City shall bill the Customer prior to installation and the Customer shall prepay the cost of installation at least fifteen (15) business days prior to the proposed installation date, otherwise The City shall have no obligation to proceed with the installation

6.4 Meter Testing

The City will test any Meter provided and installed by The City at the request of the Retailer subject to the charges set out in the Schedule of Fees.

If a Customer suspects that their Meter may be malfunctioning, the Customer may request that their Retailer arrange for testing of the Meter. If the Retailer determines that an off-cycle read or Meter test is necessary, the Retailer may request that The City conduct the Meter test. If The City determines the Meter is operating outside tolerances specified by Measurement Canada, the cost of testing and replacement will be borne by The City. In all other circumstances, the Retailer will be responsible for the costs incurred by The City to test the Meter in accordance with the Schedule of Fees.

6.5 Meter Service Requests

All Standard Meter service requests from Retailers, including new Meter installation, Meter upgrades, Meter exchanges, installation of Meter communication devices, verification of Meter accuracy, installation of a Load Limiting Device or Load Limiting Program, as well as Non-Standard Meter service requests such as the provision and installation of pulse initiators (for building management systems or energy management systems), will be processed in accordance with the information provided in these Terms and Conditions, and the Terms and Conditions for Distribution Access Services and may incur an extra service charge as indicated in the Schedule of Fees.

7 METER DATA MANAGEMENT

MDM includes the management of all consumption data, including information from non-interval and Interval Meters. Subsections 7.1 to 7.4 inclusive refer to standard services received by Retailers under the Distribution Tariff in accordance with the rates set out in the Rate Schedules. Estimation algorithms are recorded and maintained for consumption data as it is stored. This information is available to the appropriate Customer and/or Retailer upon request.

The City's validation, editing and estimation standards will be reviewed and modified from time to time as appropriate. Retailers will be responsible for acquiring information about Meter reading cycles of the Customer.

7.1 Meter Reading

The City shall read all Meters within its service area in accordance with its established Meter reading schedule.

Upon request, The City will perform an actual Meter reading on an off-cycle basis, meaning outside of the established Meter reading schedule. The requesting party shall be responsible for the applicable off-cycle Meter reading charge as set out in the Schedule of Fees, unless the off-cycle Meter read shows a prior recorded reading is incorrect. In such cases, The City shall waive the off-cycle Meter reading charge.

7.2 Estimating Consumption and Demand

The City will estimate electricity usage based on the best available information in the following cases:

- The Site is unmetered,
- The Meter is inaccessible due to conditions on the Customer's property,
- The Meter is not scheduled for reading,
- The City determines that the amount of electricity used was different from what was recorded or billed, regardless of the cause,
- A change to the Meter reading schedule or a Meter change creates a transition period in the Customer's Billing Period,
- The Meter seal is broken, or the Meter is faulty, regardless of the cause,
- A Retailer requests an off-cycle usage period billing break (e.g., the Customer for a Site changes), or
- Where the automated Meter reading system fails to deliver a read to The City systems.

Upon request, The City will describe how it estimates consumption or Demand.

7.3 Adjustments for Faulty Metering

The City may make adjustments to consumption and Demand in the following cases:

- The seal of a Meter is broken, regardless of the cause,

- The Meter does not register correctly, regardless of the cause,
- A Site has been incorrectly unmetered or incorrectly metered, regardless of the cause,
- A Meter has been found to be inaccurate in accordance with the Electricity and Gas Inspection Act (Canada), as amended or replaced from time to time; in which case The City will make adjustments for not more than three months, unless it can be shown that the error was due to some specific reported cause, the date of which is known, in which case The City will make an adjustment back to the actual date of the cause of the error, or
- A Site is unmetered and any seal attached to equipment is broken, regardless of the cause, or any unauthorized change has been made to the Facilities.

7.4 Unauthorized Use of Electricity

Where The City determines that there has been unauthorized use of electric service including, but not limited to, Meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of Electric Energy whereby The City is denied full compensation for Retail Access Services provided, The City will inform the Retailer of The City's estimate of such unauthorized use consistent with Section 4 of the Terms and Conditions for Distribution Access Services.

7.5 Data Collection

The City will keep an accurate record of all Meter readings, and will use these readings to bill Retailers in accordance with The City's Distribution Tariff.

In order to produce settlement-ready data for the Load Settlement Agent and Retailers, The City will perform data validation, estimation and editing in a form and manner that meets the requirements of AUC Rule 021.

7.6 Historical Data

The City will provide customer usage information to any party that requests it, provided that the requesting party has completed The City's "Authorization to Release Electricity Load Data" form and has submitted written authorization from the Customer to whom the data relates.

The City will provide historical data in a form and manner that satisfies the requirements of AUC Rule 010.

Any party requesting historical data beyond what The City is required to provide under AUC Rule 010 must pay the applicable charge as outlined in The City's Schedule of Fees.

7.7 Other Services

Upon request, The City may provide metering services other than those specifically described in these Terms and Conditions. If The City provides such services, it reserves the right to charge fees for those services.

8 LOAD SETTLEMENT SERVICE

Load Settlement allocates electricity consumption to Retailers based on Customer enrollments, as outlined in AUC Rule 021. The City will make certain information available as described in this Section. However, The City will always comply with applicable privacy requirements and legislation, including the Protection of Privacy Act (Alberta) and the Code of Conduct Regulation (Alberta).

8.1 Load Profile Information

The City will make load profiles, Unaccounted for Energy, loss multipliers, and Settlement Zone consumption data publicly available on a designated website. AUC Rule 021 describes several standard content and format requirements for electronic transactions, and The City will implement them accordingly. Retailers will have access only to their own Customers' consumption data. Requests for data outside the scope of AUC Rule 021 transactions will require a custom report, as described in Section 8.2.

8.2 Custom Reports on Request

Where a Retailer requests data that is not available through the standard transactions described in AUC Rule 021, The City may provide custom reports or additional data upon request, subject to verification that the Retailer has obtained the Customer's consent. Applicable fees for custom reports will apply, as outlined in the Schedule of Fees. Retailers will be granted access only to their own Customer's data.

9 ENROLLMENT

Enrollment is the process whereby a Retailer declares a relationship with a Site. That is, it communicates to The City that it assumes responsibility for that Site.

Retailers are required to use the enrollment process described in AUC Rule 021. All enrollments will be carried out by Site identifier.

The City provides the capability to look up Site identifiers within its service area on the internet. A Site must be enrolled with a Retailer before it can be Energized.

9.1 The City and Retailer Shared Responsibilities

9.1.1 Supply of Data and Information

The Retailer and The City shall supply to each other all data, materials or other information that is specified in these Terms and Conditions, or that may otherwise reasonably be required by the Retailer or The City in connection with the provision of Retail Access Services.

9.1.2 Record Retention

The Retailer and The City shall comply with all record retention provisions of the EUA, as they are and may, from time to time, be modified.

9.2 The City Responsibilities

9.2.1 Towards Retailers

The City undertakes to do the following in accordance with these Terms and Conditions:

- Maintain Site information for all Sites that are included in Load Settlement;
- Maintain an online service to allow any qualified Retailer to find the unique Site identifier, given the address of the Site;
- Process, in a standard manner, 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 to enroll the Site;
- Maintain Customer information as it is supplied by the Retailer; and
- In the event of a Retailer failure or default, forward Site and Customer information for affected Customers to the Rate of Last Resort Provider or Default Supplier, as the case may be.

Enrollment discrepancies, depending on the severity and frequency, may be reported to the Market Surveillance Administrator for further investigation.

9.2.2 Codes of Conduct

The codes of conduct contained or made pursuant to the regulations under the EUA are incorporated into these Terms and Conditions by reference.

9.2.3 Retailer/Customer Relations

The City is neither bound by, nor will it enforce contracts between, Retailers and their Customers. Additionally, The City will not mediate disputes between a Retailer and its Customers.

The Retailer is required to obtain authorization from the Customer pursuant to these Terms and Conditions, or applicable statutes or regulations, and such authorization shall be in verifiable form. The Retailer will make such authorization available to The City upon request.

9.3 Retailer Responsibilities

Retailers will:

- Ensure that they have the requisite authorization from their current or prospective Customers before initiating any Customer-related transaction;
- Use the unique Site identifier as the primary means of communicating changes to Site status;
- Provide The City 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) Business Days after a request to drop the Site is received by The City in accordance with Section 9.11 hereof, or another Retailer enrolls that Site.

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

The Retailer is obligated to have obtained the Customer's permission to access account history, and to only request information for dates to which they are entitled (i.e., only for the time that the Customer was present at that Site).

9.3.1 Retailer Due Diligence in Customer Switch

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 switch (i.e., the Customer has explicitly given approval to the Retailer for the switch).

9.3.2 Enrollment Submission and Notification

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

- A "Select Retailer" request as specified in AUC Rule 021, and
- An "Update Customer Information" transaction, as specified in AUC Rule 021.

In addition, Retailers must comply with the enrollment procedures as described in AUC Rule 021.

The City requires a full complement of Customer information as described in AUC Rule 021 in the “Update Customer Information” transaction. Missing or incomplete Customer information may result in rejection of the enrollment request.

Retailers may submit enrollment notices (including associated Customer information notices) either via a batch file, or through The City's enrollment system. In both instances, initiating Retailers will be provided with confirmation of the results of the processing, including any reasons for rejection. Where an enrollment is successful, The City will inform the previous Retailer of Record at that Site, if any, of the loss of service and the effective date of such loss.

9.4 Provision of Consumption History to Retailers

The City will provide Retailers with customer usage information in respect of a Customer upon request, in the form of monthly consumption and, where applicable, interval-based consumption.

The City will maintain data of Electric Energy usage for a minimum of the preceding 12-month usage period and shall release the information within 14 days of receiving the Retailer's request. This information will be provided in an electronic format in accordance with AUC Rule 010.

9.5 Processing Enrollments

Enrollments or switches are allowed on any Business Day in the Customer Billing Period. Only one enrollment will be processed to take effect on any one Business Day for a given Site, with the first transaction for that day taking effect and all others being rejected.

Enrollments will not be processed retroactively.

To avoid using estimates, either the “old” or “new” Retailer can request an off-cycle Meter read to coincide, as much as possible, with the date of switch. A fee for this service will be charged to the requesting Retailer as per the Schedule of Fees.

9.6 Termination of Retailer Relationship with Customer

To terminate its relationship with a Customer, a Retailer shall submit a “De-Select Retailer” notice to The City in accordance with AUC Rule 021.

9.7 Customer Moves

A Customer moving within The City's service area may continue Distribution Access Services with their current Retailer and must notify their Retailer of the move. The Retailer is responsible for initiating and facilitating all necessary market transactions to enable the move. The City will process the move based on these transactions.

9.8 Change of Retailers

Customers may switch Retailers no more than once per Business Day. When a switch occurs, the most recent Meter reading will be adjusted to reflect the change as taking effect at midnight on that Business Day. If a Customer currently receiving Distribution Access Services from one Retailer enrolls with a new Retailer, and the new Retailer properly enrolls the Customer with The City according to these Terms and Conditions, The City will send a “customer drops retailer” notice to the existing Retailer.

9.9 Customer Information

Retailers shall submit a “change enrollment detail” notice to The City in order to change any Customer enrollment information.

9.10 Energize Site

The City records that a Site has been Energized at the successful conclusion of the process of requesting an Electric Energy service connection. Requests for service are processed manually as follows:

- The Retailer will be the party requesting the service connection, on behalf of the Customer;
- The Retailer must provide the Site's up-to-date basic Customer information (including emergency contact, account name, addresses and phone numbers), information regarding the location of the premises to be served, the Customer's connected Load and preferred supply conditions and the manner in which services will be utilized;
- The City will ensure that the Site is enrolled with that particular Retailer before commencing service;
- The Retailer must provide an estimate of the average monthly consumption for use in Load Settlement prior to establishing actual consumption figures based on Meter readings. The City will authorize this estimate, and override the number where it considers a revised figure to be more appropriate;
- The City will use an online system to record that the Site has been Energized after the service connection has been made;
- The Retailer will provide any other information outlined on The City's website regarding Retail Access Services or that The City reasonably requires.

9.11 Drop Site

Dropping a Customer (strictly, dropping a Site) breaks the link between a Retailer and a Site, so that the Retailer is no longer responsible for Load Settlement or wholesale billing charges for that Site. The only other way that the Retailer/Site link can be broken is by another Retailer enrolling the Site. Retailers must inform Customers of their intent to drop, and of the Customer's rights to apply, to the Rate of Last Resort Provider or Default Supply Provider, at the same time the Retailer request to drop the Site is submitted.

The City will make the drop request effective seven Business Days after receipt of the request to drop. Any request by another Retailer to enroll the Site received within the seven-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 “old” Retailer will be informed of the date the Site is dropped or lost through enrollment.

In the event that the full drop waiting period expires without a request by another Retailer, The City will pass the information it has about the Site and the Customer at this Site (if any) to the Default Supply Provider or Rate of Last Resort Provider, thereby automatically transferring responsibility.

Drops can occur when a Retailer is unable to continue to provide service to its Customers in The City's service area. This can happen either through financial failure, or other performance reasons that cause the Retailer to lose entitlement to operate in the area. In such an event, The City will notify all affected Customers and using the latest information provided by the failed Retailer, will provide currently held information on the affected Sites and Customers (if any) to the Rate of Last Resort Provider or Default Supply Provider. The City will automatically switch the responsibility for the affected Sites to the Rate of Last Resort Provider or Default Supply Provider.

9.12 De-Energize Site

Retailers may request that The City disconnect services to any Site that they are servicing. As required by the EUA and the Consumer Protection Act (Alberta), the Retailer must provide sufficient notice to the incumbent Customer (if any) to enable the Customer to gain enrollment with the Rate of Last Resort Provider or Default Supply Provider prior to disconnection. The De-energization of any socket will be performed by The City and in the manner determined by The City. A new enrollment with the Rate of Last Resort Provider or Default Supply Provider overrides any request for disconnection.

9.13 Retiring Site Identifier

Site identifiers, once created and Energized, are included in Load Settlement and form the basis for billing until the Site is abandoned by The City. The City deletes Site identifiers when no longer in use through an online Site identification maintenance system. Sites cannot be “retired” unless they are De-Energized.

9.14 Identification Numbers

Electronic information exchange between the Retailer and The City under these Terms and Conditions shall employ a Retailer identification number, assigned by The City. In addition, The City will assign a Customer identification number to each Customer of the Retailer, and a Site identification number to each Site of each Customer of the Retailer and will provide the identification numbers to the Retailer.

10 BILLING

The City will bill Retailers separately for Distribution Tariff services and transaction services.

10.1 Billing for Distribution Tariff Services

The City will issue monthly bills to each Retailer by Customer rate class in accordance with the Distribution Tariff Schedule. The bill will include a summary and detailed tariff calculations by rate class for the Billing Period and adjustments based on interim and final reconciliations of prior Billing Periods.

Bills for Distribution Tariff services from The City are due and payable 15 days after the date of billing as indicated on the bill.

10.2 Billing for Transaction Services and Fee-Based Services

The City will bill for transaction services and fee-based services on a monthly basis unless otherwise agreed to in writing. Each invoice will include an itemized list of services provided, charges and Customer contact information. Transaction or fee-based services will be billed at the end of the month in which the work was completed or according to a negotiated billing schedule.

Bills for transaction services and fee-based services from The City are due and payable 30 days after the date of billing as indicated on the bill. Payment shall be made by electronic funds transfer to the bank account specified by The City or by cheque payable to The City.

Where a Retailer's service requirements change, The City will incorporate the changes in the Billing Period following amendment of the Retail Access Services Agreement.

10.3 Payment by Customer

Retailers will be responsible for any direct billing to and collections from their Customers.

10.4 Late Payment Charges

Any invoice rendered to a Retailer for which valid payment has not been received in accordance with Section 10.1 and Section 10.2 hereof shall be considered past due. Beginning on the first day following the payment due date, late payment charges at a rate established by The City and available on The City's website. will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. The City reserves the right to change the rate for late payment charges with thirty (30) days' notice to all Retailers.

Payments will be applied to arrears first and then to current charges.

10.5 Default/Failure to Pay

Distribution Tariff Services

Retailers who fail to make payments on time will be notified immediately. Failure to make full payment after notification may result in suspension of Retailer eligibility status in accordance with Section 14 of these Terms and Conditions.

Transaction Services and Fee-Based Services

Retailers who fail to make payments on time for transaction services and fee-based services will be subject to normal credit action, which may include, but is not limited to:

- Reminder letters;
- Notification by phone;
- Use of collection agencies;
- Requiring prepayment before additional service;
- Withholding of additional service; and
- Legal action.

10.6 Estimated Invoices

If a Meter is not read in a particular month or when scheduled for any reason or if the Meter for any reason fails to register the correct amount of Electric Energy supplied or the correct Demand of any Customer for a period of time, The City shall make a reasonable estimate of the consumption of Electric Energy or Demand during those periods for billing purposes. Such estimated bills shall be payable as rendered. When a bill is based on an estimate, an adjustment to reflect actual usage will be made, if possible, after the Meter is next read.

10.7 Payment of Accounts

The Retailer shall pay the entire amount indicated on the bill by the due date without deduction, set-off or counterclaim, notwithstanding any dispute in whole or in part of the amount.

Bills shall be considered paid when payment is made either by way of cheque or electronic funds transfer to the bank account specified by The City pursuant to the Retail Access Services Agreement. Payments received in foreign currency will be credited to the Retailer's account based on the foreign exchange dealer bid price that The City receives on the date the payment is deposited. Any dispute with respect to a bill for Distribution Tariff services from The City to a Retailer shall be resolved in accordance with the Load Settlement dispute resolution process.

Failure to receive a bill does not release a Retailer from the obligation to pay the amount owing for any Retail Access Services provided by The City.

10.8 Collection of Taxes

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

10.9 Billing Adjustments

Where The City overcharges or undercharges a Customer as a result of a billing error including, but not limited to, incorrect Meter reads or clerical errors by a City representative applying the wrong rate,

wrong billing factor, or an incorrect calculation, The City may render an adjusted bill for the amount of the undercharge, without interest, and shall issue a credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- If a Retailer is found to have been overcharged due to a billing error, The City will calculate the amount of the overcharge for credit to the Retailer on the Retailer's next bill following the discovery of the billing error for those months during which a billing error occurred up to a maximum period of 12 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the overcharge will be calculated for a period of three months immediately preceding the month in which the billing error is discovered. Overpayments in excess of \$1,000.00 shall be refunded to the Retailer upon written request.
- If a Retailer is found to have been undercharged due to a billing error, The City may bill the Retailer for those months during which a billing error occurred up to a maximum period of 12 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the undercharge will be calculated for a period of three months immediately preceding the month in which the billing error is discovered. Payment from the Retailer will be due in accordance with Section 10.7 of these Terms and Conditions.

11 ELIGIBILITY OF RETAILER

11.1 Eligibility of Retailer

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

11.1.1 Eligibility

The City will provide Retail Access Services to eligible Retailers in accordance with these Terms and Conditions. Retailers must complete The City's application for Retail Access Services which is available on The City's website.

The Retailer must:

- be licensed and registered, where required, with Alberta Energy, Service Alberta, and any applicable municipality, and the Retailer is subject to any regulations or policies made under the Consumer Protection Act (Alberta),
- make arrangements with the ISO to become a pool participant, and the Retailer must provide The City with a proof of such arrangement,
- with the exception of the Rate of Last Resort Provider, provide security to the City as set out in the Distribution Tariff Regulation (Alberta) and as described further in Section 11.1.2,
- have entered into a Retail Access Services Agreement with The City and, the agreement must be in force.

11.1.2 Prudential Requirements

The City's determination of the Prudential Requirements necessary for each Retailer to satisfy The City that the Retailer is capable of meeting its obligations is final and is not subject to dispute or negotiation or the dispute resolution process set out in Section 16. All costs associated with obtaining financial security and meeting Prudential Requirements are the responsibility of the Retailer.

The Retailer must provide assurance to The City that it is capable of meeting its payment obligations under the Distribution Tariff, by satisfying the credit and security requirements as follows:

Credit Requirements

Retailers are required to provide copies of their audited financial statements and credit rating reports in addition to any other information which may reasonably be deemed necessary by The City to establish and monitor the Retailer's ability to pay and/or creditworthiness.

Security Requirements

Retailers may obtain Retail Access Services by providing and maintaining security in one of the following ways:

- Obtaining an irrevocable guarantee of payment from a guarantor who satisfies The City's credit requirements;

- Providing an irrevocable letter of credit from a Canadian chartered bank or equivalent lending institution satisfactory to The City; or
- Providing a cash deposit.

The amount of security required by The City will be determined by The City in accordance with the Distribution Tariff Regulation (Alberta).

The City may increase or decrease the amount of security required from the Retailer in accordance with the Distribution Tariff Regulation (Alberta).

If there is a decrease in the amount of security required, The City will accept a substitution letter of credit or guarantee for the lower amount or return the surplus cash deposit upon request.

11.1.3 Communications Capabilities

The Retailer must be equipped with the communications capabilities necessary to comply with the standards that are set out in the information provided on The City's website regarding Retail Access Services which may, from time to time, be modified. The Retailer must have in place all required information technology systems that will enable it to send data to and to receive data from The City in order to satisfy its obligations under these Terms and Conditions and all other relevant agreements.

The Retailer must have completed testing of its ability to execute transactions described in the information provided on The City's website regarding Retail Access Services to the satisfaction of The City. The testing will be in accordance with the communication requirements provided on The City's website for Retail Access Services.

Prior to The City providing Retail Access Services to the Retailer, the Retailer shall provide to The City a list of representatives of the Retailer authorized to communicate with The City in relation to Retail Access Services, including enrollment of Customers for Distribution Access Services. The City will rely and act on communications received from the representatives of the Retailer appearing on the list provided by the Retailer until such time as the Retailer revokes such authorization through written notification to The City.

11.1.4 Requirements for Exchange of Energy

The Retailer must be entitled to Exchange Electric Energy through the ISO.

11.2 Confidentiality

The City shall keep all Retailer-specific credit and security information confidential unless The City has the Retailer's written authorization and consent to disclose such information to third parties, provided however that such information shall not be subject to such confidentiality where:

- (a) The information is generally available to the electric industry or the public at the time of disclosure;
- (b) Subsequent to receipt by The City, the information becomes generally available to the electric industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;

- (c) The City establishes, by satisfactory evidence, the information was available to The City on a non-confidential basis prior to its disclosure to The City;
- (d) Subsequent to receipt by The City, The City can establish, by competent evidence, the information becomes available to The City 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;
- (e) The information 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.

12 RATE OF LAST RESORT PROVIDER (RoLR) OR DEFAULT SUPPLIER

The City has appointed ENMAX Energy Corporation as its Rate of Last Resort Provider and Default Supplier. The Rate of Last Resort Provider or Default Supplier, as applicable, will provide Electric Energy to Customers who are no longer able to receive Electric Energy from their Retailer for any of the following reasons:

- The Retailer has voluntarily ceased to operate in Alberta;
- The Retailer is no longer licensed;
- The arrangements for Retail Access Services between the Retailer and The City have been terminated in accordance with these Terms and Conditions;
- The Retailer is no longer permitted to Exchange Electric Energy through the ISO;
- The Retailer has given notice to The City that it will no longer be providing Electric Energy to the Customer, or
- For any other reasons which may be specified by the EUA.

13 CONSUMER PROTECTION

13.1 Disclosure

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

The City will ensure third party access to Customer-specific information is restricted unless the Customer explicitly agrees to such access, provided however that such information shall not be subject to such confidentiality where:

- (a) The information is generally available to the electric industry or the public at the time of disclosure;
- (b) Subsequent to receipt by The City, the information becomes generally available to the electric industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;
- (c) The City establishes, by satisfactory evidence, the information was available to The City on a non-confidential basis prior to its disclosure to The City;
- (d) Subsequent to receipt by The City, The City can establish, by competent evidence, the information becomes available to The City 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;
- (e) The information 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.

13.2 Errors Discovered by Retailers

When a Retailer discovers that an error has been made in data transmitted, the Retailer shall correct the error immediately.

14 DEFAULT

14.1 Event of Default

An event of default under these Terms and Conditions, the Retail Access Service Agreement or the Distribution Tariff will occur if either The City or the Retailer (“Defaulting Party”) meets any of the following conditions:

- Is the subject of a bankruptcy, insolvency or similar proceeding;
- Makes an assignment for the benefit of its creditors;
- Applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- Violates any material code, regulation or statute applicable to the supply of Electric Energy; or
- Fails to pay the other party (“Non-Defaulting Party”) when payment is due, or to satisfy any other material obligation under these Terms and Conditions, the Retail Access Services Agreement or the Distribution Tariff, such as fulfilling the creditworthiness requirements as set forth in Section 11.1.2, within the time frames set forth in these Terms and Conditions and fails to remedy the delinquencies within 10 Business Days after receipt of written notice thereof from the Non-Defaulting Party

(each of which constitutes an “Event of Default”).

14.2 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 without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements. The City may access the security posted by a Retailer without prior notice if the Retailer files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the Retailer), becomes a Defaulting Party pursuant to Section 14.1 or for any reason a Retailer ceases to provide services to its Customers under its terms of service.

If the Retailer fails to make payment in accordance with Section 10 of these Terms and Conditions, The City may immediately withhold or suspend the Retailer's service, terminate service, transfer the Retailer's customers to the Rate of Last Resort Provider or Default Supplier and apply any security held by The City before the service coverage period of the security expires. Notwithstanding action provided for in, or taken pursuant to, the preceding sentence, The City may take credit action against any Retailer with respect to an account on which payment is not made to The City. The City may assess the Retailer for any or all administrative and collection costs relating to the recovery by The City of amounts owed, including but not limited to legal fees, disbursements and costs.

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

If a Retailer or Person who guarantees the financial obligations of the Retailer, as the case may be, ceases to, in The City's estimation, be creditworthy, The City will demand security and, if not provided, may immediately suspend the provision of further Retail Access Services to the Retailer and its Customers until The City in its sole discretion determines that the Retailer is capable of meeting its payment obligations by satisfying the Prudential Requirements.

Any withholding or suspension under Section 14.2 of these Terms and Conditions shall not relieve the Retailer from any obligation to pay any rate, charge or other amount payable which has accrued or is accruing to The City.

15 LIABILITY AND INDEMNIFICATION

15.1 Limitation of Liability

Except for direct physical damages, injuries or losses suffered by a Retailer and occurring as a direct result of the negligence of The City or its employees acting within the scope of their employment, none of The City nor its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Retailer or any other Person on premises owned, leased or operated by such Retailer arising out of, or in any way connected with, the provision by The City of Retail Access Services or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such Retail Access Services, regardless of whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort or otherwise.

Notwithstanding anything to the contrary contained in these Terms and Conditions, The City or its affiliates, directors, officers, agents, contractors, assigns, or employees shall be liable only for direct physical damages. "Direct physical damages" shall not include, any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs which are of an indirect, special or consequential nature ("Indirect Damages") regardless of whether they arise in contract, tort or otherwise. Without limiting the generality of the foregoing, Indirect Damages shall include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, cost of capital, cost of purchased or replacement capacity or energy, loss of any use of any facilities or property owned, leased or operated by any Person and any other indirect, special or consequential damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever.

15.2 Indemnification

The Retailer shall indemnify and hold harmless, and at the option of The City defend, The City and its affiliates, directors, officers, agents, contractors, assigns and employees and each of them (collectively, "Affiliates"), from and against any and all claims, actions, fines, penalties and liabilities in tort, contract, or otherwise brought against The City or any of its Affiliates which arise from, result from or are in connection with any act, omission or failure of the Retailer, including any act, omission or failure of the Retailer arising from, resulting from or in connection with any duty or obligation of the Retailer pursuant to these Terms and Conditions, including the failure of a Retailer to obtain from a Customer any authorization or consent contemplated by these Terms and Conditions, the Retail Access Services Agreement, the Distribution Tariff, or pursuant to any other agreement or arrangement with The City or between the Retailer and any third party.

The Retailer shall waive recourse against The City and its Affiliates arising from, resulting from or in connection with, the non-negligent performance of The City and its Affiliates in connection with the performance of its obligations under these Terms and Conditions.

15.3 Force Majeure

If an event or circumstance of Force Majeure occurs that affects The City's ability to provide any Retail Access Services in accordance with these Terms and Conditions, The City's responsibilities, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or consequences thereof are remedied and for such period thereafter as may

reasonably be required to provide those Retail Access Services. Where reasonably practical, The City shall give notice to the Retailer of such Force Majeure.

15.4 Interruption

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

16 DISPUTE RESOLUTION

16.1 Resolution by The City and Retailer

Unless otherwise specified herein, any dispute arising between The City and a Retailer in connection with these Terms and Conditions shall be resolved in accordance with this Section 16. The City and the Retailer, acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an amicable manner. Either party may provide written notice to the other party of its desire to have the dispute resolved through dispute resolution. Within ten (10) days of such notice being provided, the Manager of the Department and the Retailer shall meet to attempt to resolve the dispute.

16.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 16.1 hereof within ten (10) days after notice from The City or the Retailer to the other of its desire to have the dispute resolved through dispute resolution, then the dispute shall be resolved pursuant to the procedure set out in Section 16.3.

16.3 Arbitration Procedure

16.3.1 Arbitrators

Whenever any arbitration is permitted or required hereunder 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 thereafter, 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 aforesaid and deliver notice thereof 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 such purpose. In the event that the two arbitrators so appointed are unable to agree upon the Chairman within 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 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.

16.3.2 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 their stead, which appointment shall be made in the same manner as herein before provided.

16.3.3 Decision

The resultant arbitration panel shall thereupon proceed to hear the submissions of the parties, and shall render a decision within 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 or 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 one or both of The City and the Retailer provided, however, that The City and the Retailer shall bear its own witness and counsel fees. The arbitrators shall have access to all books and records of The City and the Retailer relating to the matter in dispute and The City and the Retailer will cooperate with the arbitrators and provide all information reasonably requested by them.

16.3.4 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 subsection, either The City or the Retailer, upon 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 this Section 16; or (ii) cancel such arbitration proceedings and proceed in the courts as though this Section 16 did not exist.

16.3.5 Technical Competence

Any arbitrator appointed under the provisions of this Section 16 whether by concurrence of The City and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of King's Bench of Alberta shall, in the opinion of the Person or Persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable them to properly adjudicate upon the dispute or difference.

16.3.6 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.

16.3.7 Single Arbitrator

Nothing in these Terms and Conditions shall prevent the parties to the agreement from agreeing upon arbitration by a single arbitrator, whose decision shall be final and binding upon all parties.

16.3.8 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 or difference. The City and the Retailer shall abide by the terms of any award rendered without delay.

16.4 Continuity of Service

All performance required under these Terms and Conditions by The City and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Section 16, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the rate to be determined in the arbitration proceeding, from the date so determined, until paid.

17 MISCELLANEOUS

17.1 Single Retailer for Customer Site

The City will not be required to recognize or deal with more than one Retailer for a Site at any given time. A Customer may have arrangements with multiple Retailers for a Site, provided one Retailer is designated to be the Customer's Retailer for the purposes of these Terms and Conditions.

17.2 Compliance with Applicable Legal Authorities

The City and the Retailer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. The City 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 service to the Retailer or a Customer of the Retailer. The City'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.

17.3 No Assignment

Neither The City nor the Retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retail Access Services Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the assigning party of any of its obligations under these Terms and Conditions or the Retail Access Services Agreement until such obligations have been assumed by the assignee in writing. Any assignment in violation of this Section shall be void.

Notwithstanding the foregoing, The City may assign any or all of its rights and obligations under these Terms and Conditions and the Retail Access Services Agreement, without the Retailer's consent, to any entity succeeding to all or substantially all of the assets of The City, 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.

17.4 No Waiver

The failure of either 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 to take advantage of any of its rights hereunder or thereunder, 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 or a Retail Access Services 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 the breach.

17.5 Notice

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions or a Retail Access Services Agreement shall be in writing and shall be personally delivered, mailed or delivered by email addressed as follows:

- If to the Retailer, to the addressee at the address or email address set out in the Retail Access Services Agreement between the Retailer and The City.
- If to The City,
Utility Services
Utilities Manager
Box 5008
Red Deer, Alberta T4N 3T4

Email: elecutil@reddeer.ca

A party may change the address or addressee from time to time by giving written notice of such change to the other party in accordance with this Section. Any notice, demand or request made, given or delivered hereunder by email shall be deemed to be received on the day of transmission if sent during the normal business hours of the recipient, failing which it shall be deemed to be received on the next following Business Day.

17.6 Law

These Terms and Conditions and the Retail Access Services Agreement between The City and the Retailer 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 law. Any lawsuit arising in connection with these Terms and Conditions or the Retail Access Services Agreement shall be brought in the courts of the Province of Alberta.