

**THE CITY OF RED DEER  
ELECTRIC UTILITY**



**Terms and Conditions for  
Distribution Access Services**

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# Preface

This document sets forth the Terms and Conditions upon which The City will provide Distribution Access Services to Customers. These Terms and Conditions shall form part of the Distribution Tariff. The Schedule of Fees is applicable under these Terms and Conditions.

## 1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or the Schedule of Fees, shall have the respective meanings set out below.

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

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

**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.

**AUC Rule 024** means the Rules Respecting Micro-Generation, as approved by the AUC under the authority of the EUA and as amended from time to time.

**Bi-directional Meter** means a metering device or devices that measure the total electricity that has flowed in a circuit during defined intervals in each of the two opposite directions, and that stores in separate data registers the data respecting the flow of electricity.

**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).

**Connected Load** means, in relation to a Site, the sum of the capacities or ratings of the Electric Energy consuming apparatus connected to The City’s Distribution System at the Site.

**Contract Demand** means the Demand for a Site established in a contract between The City and the Customer.

**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.

**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.

**Disconnection** means the discontinuation, curtailment, interruption or reduction in Distribution Access Services The City provides to the Customer. Disconnection is synonymous with the term De-Energize.

**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 City's 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.

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

**Meter** 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.

**Micro-Generation Regulation** means the *Micro-generation Regulation*, Alta Reg 27/2008, as re-enacted, amended, supplemented, or replaced from time to time.

**Non-Standard Meter** means a Meter that does not remotely communicate with our advanced metering network.

**Operating Procedures** means the written procedures for the operation of both Customer facilities and The City's Facilities, as required for the safe and orderly operation of a Service Connection.

**Person** means "person" as defined in the EUA.

**Power Factor** means the ratio of the highest metered kilowatt Demand in a time period to the highest metered kilovolt-ampere Demand in that same time period.

**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.

**Rate of Last Resort** 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 the Terms and Conditions for Retail Access Services and includes without limitation Distribution Access Service and includes Meter data management, load settlement, metering services, and other related services as offered by The City from time to time.

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

**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.

**Service Connection** means the physical connections of City Facilities to the facilities of the Customer and includes end use connections, network connections and direct transmission connections.

**Site** means the point of end use consumption.

**Small Scale Generation Regulation** means the *Small Scale Generation Regulation*, Alta Reg 194/2018, as re-enacted, amended, supplemented, or replaced from time to time.

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

**Terms and Conditions** means these Terms and Conditions for Distribution Access Services, as amended from time to time.

**Terms and Conditions for Retail Access Services** means the document, as amended from time to time, which sets forth the terms and conditions upon which Retailers will obtain Retail Access Services.

**Wire Services Provider** means “wire services provider” as defined under AUC Rule 021.

## **2 Interpretations**

### **2.1 Conflicts**

If there is any conflict between a provision expressly set out in the Schedule of Fees and these Terms and Conditions, the express provision of the Schedule of Fees 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 Distribution Access Services under a tariff (the “Distribution Tariff”), which includes these Terms and Conditions, the Terms and Conditions for Retail 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 City Clerk’s or the Department’s offices, has been filed with the Commission for information, and may also 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. 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 Acceptance of Terms and Conditions**

The taking of Distribution Access Services by the Customer constitutes acceptance by the Customer of these Terms and Conditions and assumption of all obligations set forth herein with respect to Distribution Access Services.

#### **3.5 Modifications of Terms and Condition**

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 Distribution Access Services**

### **4.1 Provision of Distribution Access Services**

The City will provide Distribution Access Services to Customers requesting such services and who meet the application requirements set out in these Terms and Conditions.

The City will make reasonable efforts to provide Distribution Access Services that will allow for the supply of Electric 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 guidelines.

The City shall make all reasonable efforts to maintain a continuous supply of Electric Energy to its Customers but cannot guarantee an uninterrupted supply of Electric Energy. Notwithstanding any other provision of these Terms and Conditions, in case the Distribution Access Services are interrupted by defective equipment or fails from an event or cause of Force Majeure or through the negligence of The City's employees, servants, or agents, The City 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 City's Distribution System are described in The City's Customer Service Guidelines.

### **4.2 Application for Distribution Access Services**

A Customer may apply to The City for Distribution Access Services to allow for the supply of Electric Energy to a Site. An application form is available on The City's website which includes instructions for submitting the request. Any questions may be submitted to [ELPdesign@reddeer.ca](mailto:ELPdesign@reddeer.ca).

Some voltage levels may not be available at all locations served by The City's Distribution System.

The Customer of record may be:

- In the name of the owner,  
Or
- Where there is evidence of a landlord-tenant situation, in the name of the tenant,  
Or
- In the name of the general contractor in the case of a new Site.

Once The City accepts an application for Distribution Access Services, the applicant shall assume all obligations set forth herein with respect to the Distribution Access Service.

#### **4.2.1 Method and Form of Application**

All Customers, Retailers, or agents of Customers applying for Distribution Access Services must be of legal age to contract for Distribution Access Services with The City. The City 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 The City. No servant, agent, or employee of The City is authorized to modify orally any provisions of a written application or to bind The City to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized representative of The City.

#### **4.2.2 Application by Retailer or Other Person**

A Retailer or any other Person acting as agent of a Customer may apply for Distribution Access Services on behalf of the Customer if the Retailer or other Person provides The City 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 Distribution Access Services at a specified Site.

#### **4.2.3 Provision of Information**

Upon request, The City shall furnish to any Person detailed information on the method and manner of making an application for Distribution Access Services. Such information may include a copy of The City's Electrical Servicing Application, which is available on the City's website, the Customer Service Guidelines, a description of the Service Connections available, the connections necessary between The City's Facilities and the Customer's facilities and premises, the location of entrance facilities and metering equipment, and Customer and City responsibilities for installation, operation, and maintenance of facilities.

The City may require a Customer applying for Distribution Access Services to provide:

- A completed copy of the City's Electrical Servicing Application, available on the City's website,
  - Information regarding the location of the premises to be served, the Customer's Connected Load, and preferred supply conditions and the manner in which Distribution Access Service will be used,
  - Site mechanical and final grading plans showing roads, driveways, sidewalks, building outlines, transformer location, final grade, landscaping, gas and deep utility plans,
  - Credit information or references,
- And
- Any other information outlined in The City's Customer Service Guidelines or that The City reasonably requires.

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

#### **4.2.4 Rejection of Application**

The City may, in its sole discretion, reject any Customer's request for Distribution Access Services when:

- The type of Distribution Access Service applied for is not available or normally provided by The City in the locality where the Distribution Access Service is requested.  
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 Distribution Access Service.  
Or
- The City determines, in its sole discretion, that the Customer is not creditworthy, or a previous account held by the Customer with The City is in arrears.  
Or
- The Customer fails to provide a security deposit or letter of credit from a suitable financial institution in form and substance acceptable to The City.  
Or
- Any representation made by the Customer to The City for the purpose of obtaining Distribution Access Services is, in The City's opinion, fraudulent, untruthful, or misleading.  
Or
- The Customer has not, when requested by The City to do so, provided a signed written application for Distribution Access Services.  
Or
- The requirements of the Customer Service Guidelines have not been met.  
Or
- The proposed Connected Load, in The City's opinion, has characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of The City's personnel.

#### **4.2.5 Approval of Application and Cost Estimate**

Once the Customer has provided The City with the information necessary to assess the application for Distribution Access Services, and provided The City has not rejected the application, the City will provide the Customer with a written estimate. The estimate will contain the following information:

- The estimated cost of the Service Connection;
- The amount The City will invest (if any);
- The total amount payable by the Customer (the "Customer Contribution"); and,

- A responsibility matrix identifying the responsibilities of the Customer or property developer and the responsibilities of The City.

Underground residential distribution subdivisions may be completed using a developer choice model. Customers or property developers seeking additional information regarding the developer choice model should contact [ELPdesign@reddeer.ca](mailto:ELPdesign@reddeer.ca) for further information.

The City will not start work to provide the Service Connection until the Customer has accepted the estimate in writing.

If the City is managing the work for a new Service Connection, the City will provide a new estimate in the following circumstances:

- if the estimated Customer Contribution goes up by more than 10% but the scope of work needed to provide the Service Connection does not otherwise change;
- if The City must change the scope of work needed to provide the Customer's Service Connection; or
- if the Customer requests a change in the scope of work needed to provide the Service Connection.

If there is a change in the scope of work needed to provide the Service Connection, The City will not proceed with those changes until the Customer has accepted the new estimate in writing.

#### **4.2.6 Pre-payment, Credit and Security Requirements**

The City may, at its sole discretion, require the Customer to pre-pay the full estimated cost of any work the City must do in order to provide the Distribution Access Services. If The City does not require a pre-payment, The City may, at its sole discretion, require the Customer to provide one of the following forms of security:

- A guarantee of payment in a form satisfactory to the City;
- An irrevocable letter of credit in a form satisfactory to the City, or,
- A deposit.

The City has the right to deny the Customer credit, at its sole discretion.

#### **4.2.7 Cancellation or Withdrawal of Application**

If a Customer cancels or withdraws a request for Distribution Access Services or a Service Connection after the City has begun the work to provide the Distribution Access Services or Service Connection, the Customer must pay all of the costs that The City has incurred that are related in any way with the Customer's request and its cancellation or withdrawal. The City will calculate these costs and will provide the Customer with an invoice outlining the amount payable by the Customer.

#### **4.2.8 Approvals**

The Customer seeking Distribution Access 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 Distribution Access Services and Service Connection and shall submit copies of them to The City upon request. The City shall not be required to commence or continue installation or provision of Distribution Access Services or a Service Connection unless and until the Customer has 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 The City's requirements applicable to the installation and provision of Distribution Access Services.

#### **4.3 Responsibilities**

##### **4.3.1 Rights-of-Way**

By accepting Distribution Access Services, the Customer is deemed to have granted, or at the request of The City, shall cause to be granted, without cost to The City, such easements, rights-of-way and rights of entry over, upon, or under the property owned or controlled by the Customer as The City reasonably requires for the construction, installation, maintenance, repair, and operation of the facilities required for Distribution Access Services and the performance of all other obligations required to be performed by The City hereunder.

The Customer shall be responsible for managing vegetation on the property owned, occupied or controlled by the Customer to maintain proper clearances and reduce the risk of contact with The City's Facilities. At the request of the Customer and if necessary, The City will make reasonable efforts to De-Energize the Customer's Service Connections at no cost to the Customer to allow the Customer to manage vegetation as required by this Section. If, in the opinion of The City, the Customer has failed to adequately manage vegetation as required by this Section, The City may at the Customer's expense perform the work that The City determines is reasonably required. The City shall make reasonable efforts 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 The City's Facilities or result in non-compliance with applicable statutes, regulations, standards, and codes.

##### **4.3.2 Payment of Invoice**

The Customer shall pay all fees, rates, and charges required to be paid under these Terms and Conditions upon receipt of an invoice for the fees, rates, and charges. The invoice may be issued to the Customer by a Retailer on behalf of The City or directly by The City. Transactional charges include charges on a fee for services basis that are not recoverable under the standard provisions of the Distribution Tariff. Customers shall be invoiced for Distribution Access Services according to the fees set out in the Schedule of Fees and invoiced in accordance with this Section.

Invoices shall be deemed rendered when delivered to the Customer personally, when emailed to the recorded Customer email address, when mailed to or left at the premises where the Service Connection

is provided or the last known address of the Customer or when delivered to the premises set out in Section 8.6 hereof. Failure to receive such an invoice from The City will not entitle the Customer 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 The City and the Customer, the Customer shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute. Customers should refer to the invoice for instructions on how to make a payment.

Any invoice rendered to a Customer for which valid payment has not been received by the due date shall be considered past due. On the first day following the payment due date, late payment charges at a rate established by The City and available on the website will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. Customers who fail to make payments on time for Distribution Access Services 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.

#### **4.3.3 Underpayments**

Underpayments of any amount are treated as normal receivables outstanding.

#### **4.3.4 Returned Payment Fee**

The City may assess a returned payment fee, as outlined in the Schedule of Fees, to any Customer whose payment to The City is dishonored, rejected or reversed by any financial institution for any reasons when presented for payment by The City. Receipt by The City of a cheque or payment instrument that is subsequently dishonored shall not be considered valid payment.

#### **4.3.5 Collection of Taxes**

The City shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to Distribution Access Services.

#### **4.3.6 Customer Facilities**

The Customer shall be responsible for the installation and condition of all equipment and facilities on the Site or on premises owned, controlled, or occupied by the Customer. The City will retain ownership of its equipment and Facilities whether affixed to a Customer's facilities or not.

#### **4.3.7 Customer Liability**

The Customer assumes full responsibility for the proper use of Distribution Access Services provided by The City 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.

#### **4.3.8 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 Distribution Access 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.

#### **4.3.9 Service Calls**

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

#### **4.3.10 Standards for Interconnection**

The Customer's installation shall conform to the requirements of The City's Customer Service Guidelines and/or such further requirements as The City may establish from time to time.

#### **4.3.11 Suitability of Equipment**

All of the Customer's facilities shall be suitable for operation with Distribution Access Services provided by The City. The Customer shall not use the Distribution Access Service for any purpose, or with any apparatus, that would cause a disturbance to any part of The City's Distribution System.

### **4.4 Connections**

#### **4.4.1 Interruptions**

The City may discontinue or otherwise curtail, interrupt, or reduce Distribution Access Services whenever directed by the ISO, or when The City reasonably determinesthat 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.

#### **4.4.2 Independent System Operator (ISO) Requirements**

The Customer acknowledges and agrees that The City is bound by all ISO operating instructions, policies, and procedures as are set forth in the Power Pool Rules, as may be revised from time to time, which are needed to maintain the integrity of the Alberta Interconnected Electric System. The Customer acknowledges and agrees to cooperate with The City so that The City will be in compliance with all ISO

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.

#### **4.4.3 Compliance with Governmental Directives**

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

#### **4.4.4 Interference with The City's Property**

No one other than an employee or authorized agent of The City shall be permitted to remove, operate, or maintain Meters, electric equipment, network gateways, repeaters, collectors, routers, antennas, towers, or other City Facilities. The Customer shall not interfere with, extend, or alter The City's Meter, seals, or other Facilities or permit the same to be done by any Person other than the authorized agents or employees of The City. The City's property shall be installed at points most convenient for The City to 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 The City'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.

#### **4.4.5 Protection of The City's Equipment**

The Customer shall furnish and maintain, at no cost to The City, the necessary space, housing, fencing, barriers, and foundations for the protection of facilities necessary for the provision of Distribution Access 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 The City. If the Customer refuses, The City may at its option furnish and maintain, and charge the Customer 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 The City's specifications and approval.

#### **4.4.6 Unauthorized Use or Unsafe Conditions**

If The City determines that there has been an unauthorized use of Electric Energy or Distribution Access Services including but not limited to any tampering with a Meter or other City Facilities, unauthorized connection or reconnection, or theft, fraud, intentional or unintentional use of Electric Energy whereby The City is denied full compensation for services provided, The City may make such changes in its metering equipment, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities and Distribution Access Services, and also to ensure the safety of the general public and The City's personnel. Upon finding an unauthorized use of Facilities or Electric Energy or finding that Distribution Access Services have not been used in accordance with these Terms and Conditions, The City may discontinue the Distribution Access Service and charge the

Customer, Retailer, or any other Person acting as agent for the Customer, all damages suffered by The City and all costs incurred in correcting the condition. If The City believes that a Customer has tampered with a Meter or done anything that could result in electricity bypassing a Meter, the City will bill the Customer or its Retailer for the charges under the Distribution Tariff applicable to the amount of electricity that the City estimates bypassed the Meter or was otherwise unmetered, according to AUC Rule 021. Nothing in this Section shall be deemed to constitute a waiver of any other rights of redress which may be available to The City or to limit in any way any legal recourse which may be open to The City.

#### **4.4.7 Relocation of The City's Facilities**

The costs of relocating The City'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 The City, the Customer shall pay directly to The City the estimated cost of the relocation in advance.

#### **4.4.8 Customer's 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 The City. The Customer shall not use its Distribution Access Services in a manner so as to cause undue interference with any other Customer's use of Distribution Access Services such as an abnormal disturbance to the voltage, frequency and waveform of the Electric Energy supply. At The City's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense. Alternatively, The City may elect to correct the interference or disturbance at the Customer's expense.

The Customer shall not, without a formal Operating Procedure with The City, use its own facilities in parallel operation with The City's Distribution System. A Customer shall not extend or permit the extension of its facilities connected to The City's Distribution System beyond property owned, controlled, or occupied by that Customer.

### **4.5 Change in Distribution Access Services**

#### **4.5.1 Prior Notice by Customer**

A Customer shall give The City not less than 60 days written notice prior to any change in the Customer's requirements for Distribution Access Services, including any change in Connected Load, to enable The City 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 The City with verifiable authorization from the Customer may give such notice to The City on the Customer's behalf. If The City receives such notice from a Retailer or other Person, The City may at its option require that such notice be provided directly from the Customer.

The Customer shall not change their Service Connection for Distribution Access Services without The City's written permission. The Customer shall be responsible for all damages, whether direct or indirect or consequential, caused to The City's Distribution System or Facilities as a result of the Customer changing their Service Connection for Distribution Access Service without The City's permission.

#### **4.5.2 Changes to The City's Facilities**

If The City must modify its Facilities to accommodate a change in a Customer's requirements for Distribution Access Service, the Customer shall pay The City for all costs attributable to such modification including, without limitation, the following costs:

- The original capital cost of The City's Facilities being removed less accumulated depreciation, plus,
- The estimated cost of removing The City's Facilities, less the estimated salvage value, plus
- The estimated cost of installing The City's new Facilities, less
- Any applicable City investment.

There are two exceptions to this cost allocation structure. The first is residential 100A to 200A upgrades and the second is for residential overhead to underground conversions which are both calculated at a flat rate which is reviewed annually and available at the Department's office during business hours.

#### **4.6 Discontinuation of Service**

##### **4.6.1 Discontinuation at Request of Retailer**

The City will discontinue or reduce the capability of the Customer's Distribution Access Services at the request of a Retailer in accordance with The City's connection and disconnection policies approved by The City from time to time and set out in the Terms and Conditions for Retail Access Services.

##### **4.6.2 Discontinuation at Request of Customer**

The Customer may at any time and on reasonable notice to The City, request the discontinuation or reduction in capability of the Customer's Distribution Access Service. The Customer may be required to pay for any unrecovered investment made by The City in respect of the Customer's Distribution Access Services.

##### **4.6.3 Discontinuation for Safety Reasons**

The City reserves the right to discontinue Distribution Access Services to a Customer at any time without notice, or to refuse to make such Distribution Access Services available to the Customer, where, in The City's opinion, any of the following conditions exist:

- The Customer has permitted the Customer's facilities to become hazardous,  
Or
- The Customer's facilities are unsafe or defective or will become unsafe or defective imminently,  
Or
- The Customer's facilities fail to comply with applicable statutes, regulations, standards, and codes and The City's requirements,

Or

- The use of Distribution Access Services may cause damage to The City’s Facilities or Distribution System or interfere with or otherwise disturb any other services provided by The City.

The City shall make a reasonable effort to notify each Customer within a reasonable time after discontinuation, of the reason for the discontinuation and the actions required for reconnection.

#### **4.6.4 Discontinuation Other Than for Safety**

The City may at any time, after having given at least 48 hours prior verbal or written notice to a Customer and without any further notice, discontinue Distribution Access Service to the Customer or install a Load Limiting Device or Load Limiting Program to restrict the capability of Distribution Access Service if the Customer:

- Violates any provision of these Terms and Conditions or the Distribution Tariff,
- Tampers with any service conductors, seals, or any other City Facilities or any Meters, whether or not provided by The City,
- Neglects or refuses to pay when due, all amounts required to be paid under these Terms and Conditions, the Schedule of Fees or Rate Schedules,
- Changes their requirements for Distribution Access Services without the permission of The City,
- Use of the Distribution Access Services is reasonably believed to be for an unlawful purpose or in connection with a criminal enterprise,

Or

- Provides The City with incorrect information or makes fraudulent or unauthorized use of Distribution Access Services.

The City shall make a reasonable effort to notify each Customer, within a reasonable time after discontinuation, of the reason for the discontinuation and the actions required for reconnection.

#### **4.6.5 Load Limiting Device or Load Limiting Program**

If a residential Customer has received Distribution Access Services from The City and has failed to make payment to their Retailer, , the Retailer may request The City to De-Energize the Customer’s Site. However, at any time between October 15 to April 15, or if the temperature is forecast to be below zero (0) degrees Celsius in the 24-hour period immediately following the date, instead of De-Energizing the Site, The City may install or activate a Load Limiting Device or Load Limiting Program.

#### **4.6.6 Restoration of Service**

If Distribution Access Services to a Customer are discontinued or are restricted by a Load Limiting Device or Load Limiting Program for any of the reasons set out in this Section 4.6, The City will only re-Energize the Site or remove the Load Limiting Device or Load Limiting Program once the Customer has:

- Paid any amount owing to The City or the Customer’s Retailer, and the Customer has also made payment arrangements with their Retailer for any other outstanding amounts,  
And
- Resolved any applicable non-financial reason for the De-Energization.

The City will only re-Energize a Site if the main circuit breaker on the electric panel is off or the resident or owner of the Site is present. If Distribution Access Services are restored during The City’s normal business hours, a “Reconnection Fee” as set out in the Schedule of Fees will apply. If Distribution Access Services are restored outside of The City’s normal business hours, an “Emergency Service Fee” will apply.

#### **4.6.7 Removal of Facilities**

Upon termination of Distribution Access Services, The City will be entitled to enter upon and remove from the property owned, occupied, or controlled by the Customer any of The City’s Facilities located upon the property.

#### **4.6.8 Schedule of Fees**

The City reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. The fees and charges shall be set out in the Schedule of Fees which forms part of the Distribution Tariff.

#### **4.7 Rate of Last Resort Provider and 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 the case may be, will provide Electric Energy in respect of 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,
- The Retailer is no longer permitted to exchange Electric Energy through the Power Pool,
- The Retailer has given notice to The City that it will no longer be providing Electricity Services to the Customer,  
And/Or
- Any other reasons which may be specified by the EUA.

## **5 Meter Services**

### **5.1 Installation of Meters**

#### **5.1.1 Provision and Ownership**

The City will deploy the Standard Meter equipment determined by The City to be appropriate for measuring Electric Energy consumption and, if applicable, Demand at a Customer's premises.

Each Meter shall remain the sole property of The City regardless of the degree to which the Meter may be affixed to the Customer's equipment or to the Customer's premises, or to premises owned, occupied, or controlled by the Customer.

Additionally, specific to Micro-Generation Sites, any metering shall be consistent with the Micro-Generation Regulation.

#### **5.1.2 Responsibility of Customer**

Each Customer shall provide and install a Meter socket or Meter enclosure and other approved and required facilities suitable for the installation of The City's Meter or metering equipment in accordance with The City's Customer Service Guidelines. It is the Customer's responsibility to maintain the Meter socket and Meter enclosure.

### **5.2 Location**

Metering equipment locations shall be designated by The City based on the type of Distribution Access Service required and convenience of access to the metering equipment. Where metering equipment is installed on a Customer-owned pole, the pole shall be provided and maintained by the Customer as required by the Canadian Electrical Code and any other applicable statutes, regulations, standards, and codes.

The Customer may propose an alternate location to the one chosen by The City. It is in The City's sole discretion to deny the request to install the metering equipment at the alternate location. If The City agrees to install in the alternate location, the Customer is responsible for any increased costs of installing the metering equipment in the location proposed by the Customer relative to the location chosen by The City.

### **5.3 Interval Meters**

The City shall install Interval Meters at new Sites with a planned installed capacity of 500 kVA or greater, or as required by the Micro-Generation Regulation.

The City will replace a non-interval Meter with an Interval Meter at an existing Site at The City's cost:

- When the Demand registers 500 kVA or greater twice in a twelve-month period, or
- When modifications are made to The City's Distribution System infrastructure to supply a Site with a capacity of 500 kVA or greater.

Once an Interval Meter has been installed at a Site, The City will not remove it, even if the Customer asks, unless the Site is permanently De-Energized, even if the Customer at the Site changes.

#### **5.4 Costs of Interval Meters**

If a Customer requests, The City may, at its sole discretion, agree to install:

- An Interval Meter when the Customer's capacity requirement is less than 500 kVA,
- A communication device attached to an existing Meter, or
- A City approved Meter other than a Standard Meter or a Non-Standard Meter.

If The City agrees to install one of the devices described above at a Customer's request, The City will bill the Customer or the Customer's Retailer for all of The City's costs of providing and installing the device, which The City will own.

#### **5.5 Access to Metering Equipment**

The City may, at any reasonable time, read, inspect, remove, and test its metering equipment installed on property owned or controlled by the Customer. The City's employees, agents and other representatives shall have the right to enter a property owned, occupied or controlled by a Customer at all reasonable times and intervals for the purpose of installing, maintaining, replacing, testing, monitoring, modifying, reading or removing The City's electrical equipment and appliances or other Facilities or of discontinuing service or for any other purpose incidental to the provision of Distribution Access Services and the Customer shall not prevent or hinder The City's entry. The City may charge a fee as set forth in the Schedule of Fees where access to the Site is prevented, hindered or refused.

#### **5.6 Off-Cycle Meter Read or Meter Testing**

A Customer or Retailer may ask The City for a Meter reading at any time, but The City has the right to charge a fee for such off-cycle Meter readings, as set out in the Schedule of Fees.

A Customer may request that the Meter at their property is tested. If such a request is made, The City will arrange to test the Meter. A Customer may also dispute the accuracy of the Meter through Measurement Canada under the *Electricity and Gas Inspection Act* (Canada).

The City will charge a fee for Meter testing requested by a Customer as set out in the Schedule of Fees.

If The City determines that the Meter is operating outside tolerances specified by Measurement Canada, the cost of testing and replacement shall be borne by The City.

#### **5.7 Changes to Metering Equipment**

The City may at any time change any metering equipment it installed.

The City will install Standard Meters for the purpose of measuring the Electric Energy delivered to a Customer by way of a Service Connection subject to the following exceptions:

- (a) A Customer may decline the installation of a Standard Meter on written request to The City provided that:
- The Customer receives service at a Site where the current Meter is not grouped into a common electrical room or Meter stack; and
  - The service rating is 200 amp or less; and
  - The service is designated as a residential service; and
  - The Site does not have Distributed Generation; and
  - The City has regular and ongoing access to the Meter.
- (b) A Customer may request that a Standard Meter be replaced with a Non-Standard Meter on written request to The City provided that:
- The Customer receives service at a Site where the current Meter is not grouped into a common electrical room or Meter stack; and
  - The service rating is 200 amp or less; and
  - The service is designated as a residential service; and
  - The Site does not have Distributed Generation; and
  - The City has regular and ongoing access to the Meter.

Any Customer that is subject to the exceptions listed in (a) and (b) above, shall be required to pay the “Non-Standard Meter Reading Fee” as set out in the Schedule of Fees.

A Customer at a Site that is metered by a Non-Standard Meter that has declined the installation of a Standard Meter shall be required to pay the “Non-Standard Meter Reading Fee” effective January 1, 2027, as set out in the Schedule of Fees.

Any Customer that is subject to the exception listed in (b) above shall be required to pay the “Non-Standard Meter Installation Fee” as set out in the Schedule of Fees.

Where a Customer at a Site that is metered by a Non-Standard Meter pursuant to this Section discontinues service, The City will install a Standard Meter to be used to meter Electric Energy to that Site for its future Customers.

A Customer at a Site that is metered by a Non-Standard Meter that has declined the installation of a Standard Meter may at any time request that The City install a Standard Meter at that site.

Should a Customer request new metering equipment beyond a Standard Meter, The City shall provide, install, test, and maintain the required metering equipment. The metering equipment must be requested in writing by the Customer and meet The City’s requirements. The Customer shall bear the cost of providing and installing the metering equipment and ongoing operating costs. The costs for upgrading a Meter are set forth in the Schedule of Fees. For changes to metering equipment on primary distribution voltage levels, the cost of providing and installing such metering equipment and the ongoing operating costs, will be determined on a case-by-case basis.

The metering equipment shall become the property of The City and will be maintained by The City. The City shall complete installation of the metering equipment within sixty (60,) days of delivery from the supplier. 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.

Should The City change a Meter at the request of the Customer or as required by The City, and that existing Meter contains a pulse card, the Customer will be responsible for the cost of a new pulse card for the Meter.

Upon request by the Customer, The City may provide other metering services, above standard metering services, in its discretion, acting reasonably, and may charge separate fees for such service.

### **5.8 Access to Meter Data**

A Customer or Retailer may request access to the Customer's historical usage data for the 12-month period preceding the request, or for such shorter period for which The City has collected the information, by contacting The City. Requests should be submitted as per the instructions in Section 8.6 Notices.

## **6 Customer Generation**

Subject to the following conditions, a Customer may connect a Micro-Generation unit or other Distributed Generation to The City's Distribution System.

### **6.1 Conflicts**

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

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

### **6.2 Eligibility**

Customers who meet The City's requirements may apply for Distributed Generation Interconnection Services.

Customers and The City must comply with all of the legislative and regulatory requirements that apply to Micro-Generation or Distributed Generation. These include requirements under the EUA as well as requirements imposed by the AUC and the ISO.

In addition, Customer Micro-Generation equipment must comply with any applicable requirements under the Micro-Generation Regulation and AUC Rule 024 before connecting the Micro-Generation equipment to The City's Distribution System.

The regulations, ISO rules and standards and AUC rules and guidelines that apply may change. It is the Customer's responsibility to comply with any changes that affect them. The City will not tell the Customer when any of the requirements that affect them change, unless they are changes to requirements imposed by The City.

### **6.3 Application**

In order to receive Distributed Generation Interconnection Services, a Customer must use the applicable application form established by The City or the AUC, and the completed application form must be provided to The City. The City's employees, agents and contractors are not authorized to orally change any parts of the application form or to make promises that are not set out in the application. Any changes to The City's application form must be in writing and signed by The City.

Upon request, The City will provide a Customer with detailed information about how to apply for Distributed Generation Interconnection Services as well as a Customer's and The City's responsibilities

for the installation, operation, and maintenance of Micro-Generation equipment, Distributed Generation and The City's Facilities.

#### **6.4 Required Information**

In order for The City to process an application for Micro-Generation interconnection, a Customer must provide The City with the information set out in The City's Micro-Generation Application – Form A, which is available on The City's website. For Distributed Generation, The City will engage each Customer and each project individually, within the Distributed Generation regulatory frameworks.

#### **6.5 Rejection of Application**

In addition to the reasons set out in Section 4.4 - Connections, The City may also reject an application for Distributed Generation Interconnection Services if the proposed interconnection has characteristics that might adversely affect the quality of service supplied to other Micro-Generation, Distributed Generation, other Customers, the safety of the public, or the safety of The City's employees or contractors.

#### **6.6 Provision of Service**

If The City approves an application for Distributed Generation Interconnection Services, The City will make reasonable efforts to provide the Customer with service that will allow for the supply of electricity from the Micro-Generation equipment or Distributed Generation in a manner that does not degrade power quality or the operability of The City's Distribution System or the Alberta Interconnected Electric System.

#### **6.7 Interconnection Agreement**

In order for a Customer to receive Distributed Generation Interconnection Services, The City will require the Customer to enter into an interconnection agreement, which includes all of the Operating Procedures that the Customer must follow.

#### **6.8 Suitability of Customer Equipment**

All Customer equipment, including the Micro-Generation equipment or Distributed Generation, must be suitable for operating with The City's Distributed Generation Interconnection Services. A Customer may not use their Micro-Generation or Distributed Generation for any purpose or with any equipment that would cause a disturbance on any part of The City's Distribution System.

Installation, operation and maintenance of a Customer's equipment, including the Micro-Generation equipment or Distributed Generation, must conform to the requirements of The City's Micro-Generation or Distributed Generation standards and guidelines that The City establishes from time to time.

## **6.9 Metering**

Once the Micro-Generation equipment or Distributed Generation has passed final inspection, The City will provide, install, and seal a Bi-directional Meter to measure the electricity the Customer injects onto or withdraws from The City's Distribution System. The Meter is the property of The City, even if it is located on or attached to Customer property, and even if the Customer has paid for the Meter.

The City will comply with the metering requirements under the Micro-Generation Regulation.

If the Micro-Generation unit is a "community generating unit" under the Small Scale Generation Regulation, The City will comply with the metering requirements under that regulation.

The City may make changes at any time to any Meter The City has installed. The Meter socket and enclosure must comply with the access, location and height requirements established in The City's Customer Service Guidelines.

## **6.10 Customer-Owned Meters**

The Customer remains the owner of any Meter owned and installed by the Customer on the Customer's side of The City's Meter.

## **6.11 Telemetry**

The City may require telemetry for specific Micro-Generation or Distributed Generation connections to The City's Distribution System. The Customer is responsible for the cost of purchasing, installing, and maintaining the required telemetry.

## **6.12 Interconnection Costs**

The Customer must pay The City for the interconnection of their Micro-Generation equipment or Distributed Generation to The City's Distribution System unless the Micro-Generation Regulation requires The City to invest in that interconnection.

Interconnection costs include, but are not limited to, costs The City incurs in the design, supply, construction, operation, and maintenance of all interconnection, protective, and metering equipment, including the costs of any changes to the Facilities.

## **6.13 Insurance**

Unless the terms of The City's interconnection agreement with the Customer provide otherwise, the Customer must buy a liability insurance program for the operation of the Customer's Micro-Generation equipment or Distributed Generation that a prudent operator of similar equipment would buy. The Customer must pay the cost of this insurance and must keep it in place for so long as the Micro-Generation equipment or Distributed Generation is connected to The City's Facilities.

The insurance must include waivers of subrogation in favour of The City. Any commercial general liability policy that the Customer buys must include a cross liability and blanket contractual clause and must name The City as an additional insured.

The Customer must provide The City with a copy of the certificate of insurance.

#### **6.14 Liability**

As a condition of receiving Distributed Generation Interconnection Services, the Customer assumes full responsibility for the proper use of those services and for the condition, installation, and suitability of their equipment.

## **7 Liability and Indemnification**

### **7.1 Force Majeure**

If an event or circumstance of Force Majeure occurs that affects The City's ability to provide Distribution Access Services, 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 restore Distribution Access Services. Where reasonably practical, The City shall give notice to the Customer of such Force Majeure.

### **7.2 The City Not Liable for Retailer**

The City provides Retail Access Services to Retailers under the Terms and Conditions for Retail Access Services and provides Distribution Access Services to Customers in accordance with these Terms and Conditions. Retailers and Customers may enter into an arrangement or agreement for the provision of services beyond those which The City provides under these Terms and Conditions. None of The City or its affiliates, directors, officers, agents, contractors, assignees, or employees shall be liable to a Customer for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other Person on premises owned, occupied, or controlled by such Customer arising out of, or in any way connected with:

- The City's conduct in compliance with, or as permitted by, The City's Terms and Conditions for Retail Access Services, a Retail Access Services Agreement between The City and a Retailer or any legal or regulatory requirements related to Retail Access Services or Distribution Access Services,
  - Any failure of a Retailer to comply with The City's Terms and Conditions for Retail Access Services, a Retail Access Services Agreement or for any damages caused by equipment installed or actions taken by a Retailer,
  - A Retailer's failure to perform any commitment to the Customer, including but not limited to the Retailer's obligation to provide services to the Customer in accordance with any arrangement or agreement,
- Or
- Any acts, omissions or representations made by a Retailer in connection with soliciting Customers or performing any of its functions in accordance with any arrangement or agreement, whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort, or otherwise, and whether such damages are direct, indirect, or consequential.

### **7.3 Limitation of Liability**

Except for direct physical damages, injuries, or losses suffered by a Customer 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, assignees, or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other person on premises owned, occupied, or controlled by such

Customer arising out of, or in any way connected with, the provision by The City of Distribution Access Service in respect of a Customer or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such Distribution Access Service, 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, 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 any 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 Electric 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.

#### **7.4 Indemnification**

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

The Customer hereby waives recourse and any right the Customer may have to bring any action or claim 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 obligations under these Terms and Conditions.

The Customer shall indemnify and save harmless The City and its Affiliates from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgements for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of:

- The routine presence in, or use of, Electric Energy over the wires, cables, devices, or other facilities owned or controlled by the Customer,  
Or
- The failure of the Customer to perform any of the Customer's duties and obligations as set forth in these Terms and Conditions,  
Or

- The Customer's improper use of Electric Energy or electric wires, cables, devices or other facilities.

## **8 Miscellaneous**

### **8.1 Compliance with Applicable Legal Authorities**

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

### **8.2 No Assignment**

The Customer shall not assign any of their rights or obligations under these Terms and Conditions without obtaining:

- Any necessary regulatory approval(s),  
And
- The prior written consent of The City, which consent shall not be unreasonably withheld.

No assignment shall relieve a Customer of any of their obligations under these Terms and Conditions until such obligations have been assumed in writing by the assignee. Any assignment in violation of this Section shall be void.

### **8.3 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 to take advantage of any of their 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 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.

### **8.4 Law**

These Terms and Conditions 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 shall be brought in the courts of the Province of Alberta.

### **8.5 Dispute Resolution—Arbitration Procedures**

Unless otherwise specified herein, any dispute arising between The City and a Customer in connection with these Terms and Conditions shall be resolved in accordance with this Section 8.5. The City and a

Customer, acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an amicable manner. Either The City or the Customer may notify the other party in writing of its desire to have the dispute resolved through dispute resolution. The City and the Customer must meet within 10 days of this notice to try to resolve the dispute. If The City and the Customer are unable to resolve the dispute within 30 days after this meeting, they may jointly agree to a process for resolving their dispute. If they cannot agree on a process, either party may submit the dispute to arbitration by sending the other party a written notice of arbitration that requests arbitration and describes the dispute to be arbitrated.

Unless otherwise set out in these Terms and Conditions, the provisions of the *Arbitration Act* (Alberta) shall apply to the appointment of the arbitrator, the arbitration process, and all other matters in respect of the arbitration.

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

## 8.6 Notices

Unless otherwise stated herein, all notices, demands, or requests required or permitted under these Terms and Conditions shall be in writing and shall be personally delivered, mailed, or emailed, addressed as follows:

If to the Customer, to the addressee on record with The City at the address or email address on record with The City.

If to The City:

Utilities  
Utilities Manager  
Box 5008  
Red Deer, Alberta T4N 3T4  
[Elecutil@reddeer.ca](mailto: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.