

**City Of Red Deer
Electric Light & Power Department**

Terms and Conditions for Distribution Access Services

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FOR DISTRIBUTION ACCESS SERVICES
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**TERMS AND CONDITIONS
FOR DISTRIBUTION ACCESS SERVICES**

These Terms and Conditions set forth the terms and conditions upon which the City of Red Deer (the City) will provide Distribution Access Services to Customers. These Terms and Conditions shall form part of the Distribution Tariff. The Distribution Access Services Schedule of Fees is applicable under these Terms and Conditions.

1.0 DEFINITIONS

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

- a) "Alberta Interconnected Electric System" means "interconnected electric system" as defined in the EUA.
- b) "Board" means the Alberta Energy and Utilities Board.
- c) "City" means The City of Red Deer or an employee or agent designated by the City of Red Deer;
- d) "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.
- e) "Contract Demand" means the demand for a Site established in a contract between the City and the Customer.
- f) "Customer" has the same meaning ascribed thereto in the EUA.
- g) "Demand" means the maximum rate at which electric energy is consumed by a Customer (expressed in kilowatts, kilovoltamperes or other suitable engineering units) at a given instant or averaged over any designated period of time.
- h) "Department" means the Electric Light & Power Department of the City acting as the City's Wire Services Provider as defined in the EUA, and includes a person or agent authorized to act on its behalf.
- i) "Distribution Access Service" means services provided by the City to Customers which will allow for the supply of electric energy to the Customer's facilities in accordance with Section 4.1 of these Terms and Conditions.
- j) "Distribution System" means "electric distribution system" as defined in the EUA
- k) "Electric Utility" means "electric utility" as defined in the EUA.
- l) "Electricity Services" means "electricity services" as defined in the EUA.

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- m) “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 System Controller or the Transmission Administrator’s Manual; or (iv) any other condition or situation that the City or the System Controller 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 (“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, System Controller 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.
- n) “Energized” means the connection of metering or electrical equipment to the City’s distribution system that permits electric energy to flow to the Site.
- o) “Electric Energy” means “electric energy” as defined in the EUA.
- p) “EUA” means the *Electric Utilities Act*, S.A. 1995, c.E-5.5, including the regulations enacted thereunder, as re-enacted, amended, supplemented or replaced from time to time.
- q) “Facilities” means the City’s physical facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus.
- r) “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.
- s) “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.
- t) “Person” includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative, or organization.

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- u) “Power Factor” means the ratio of the highest metered kilowatt Demand in a time period to the highest metered kilovoltampere Demand in that same time period.
 - v) “Power Pool” means the “power pool” as defined in the EUA.
 - w) “Power Pool Code of Practice” means the code developed by the Power Pool Council to govern the technical standards and practices of the Power Pool and which form part of the Power Pool Rules.
 - x) “Power Pool Rules” means the rules established by the Power Pool Council in accordance with the EUA.
 - y) “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.
 - z) “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 also includes MDM, load settlement, metering services and other related services as offered by the City from time to time.
 - aa) “Retailer” means a “retailer”, as defined in the EUA.
 - bb) “Schedule of Fees” means the schedule forming part of the Distribution Tariff that sets out the charges to Customers for the provision of Distribution Access Services, as amended from time to time.
 - cc) “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.
 - dd) “Site” means the point of end use consumption.
 - ee) “Supplier of Last Resort” means the Person or entity appointed by the City to sell or provide electric energy and perform all functions contemplated in the regulations made under the EUA.
 - ff) “System Controller” means the person appointed from time to time under paragraph 9(1)(c) of the EUA to carry out the system control function of the Power Pool.
 - gg) “Terms and Conditions” means these Terms and Conditions for Distribution Access Services, as amended from time to time.
 - hh) “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.

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2.0 INTERPRETATIONS

2.1 Conflicts

If there is any conflict between a provision expressly set out in a 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.

3.0 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, a pro forma Retail Access Services Agreement, the associated Rate Schedules, and a Schedule of Fees. 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 Board for information and may also be posted on the City's web site.

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 January 1, 2001 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, with the effective date of the amendments indicated in the revised section(s).

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 Schedule or the Schedule of Fees or to bind

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the City to perform in any manner inconsistent with these Terms and Conditions, the Rate Schedule or the Schedule of Fees.

4.0 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 standards.

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 document entitled "Customer Service Guidelines". This document is available at the Department's office during business hours.

4.2 Application for Distribution Access Services

A Customer may apply for Distribution Access Services to allow for the supply of Electric Energy as set out in Section 4.1 of these Terms and Conditions. Applications will be received through any agent or duly authorized representative of the City.

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.

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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 application for Distribution Access Services. Such information may include a copy of the City's Customer Service Guidelines, a description of the Service Connections available, connections necessary between the City's Facilities and the Customer's facilities and premises, location of entrance facilities and metering equipment, and Customer and City responsibilities for installation, operation and maintenance of Facilities.

The City may require an applicant for Distribution Access Services to provide:

- information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which Distribution Access Service will be utilized;
- 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 applicant of the type and character of the Distribution Access Services it will furnish to the Customer, if any, 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.

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4.2.4 Rejection of Application

The City may, in its sole discretion, reject any applicant'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 applicant or the Customer does not have currently in force all permits, certificates, licenses, or other authorizations or right-of-way agreements that may be required for the installation and operation of 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 applicant or 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 applicant or Customer has not, when requested by the City to do so, provided a signed written application for Distribution Access Services; or
- the proposed loads, in the City's opinion, have 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 Approvals

The applicant for 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 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 unless and until the applicant and Customer have complied with the requirements of all governmental authorities, all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all the City's requirements applicable to the installation and provision of Distribution Access Services.

4.3 Responsibilities

4.3.1 Rights-of-Way

At the request of the City, the Customer shall grant, or cause to be granted to the City,

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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 Distribution Access Services 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, and other notices duly given when delivered to the Customer personally, when mailed to or left at the premises where Connection Service 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.

Payment shall be made either by way of cheque or electronic funds transfer to the bank account specified by the City.

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 will be applicable to all

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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 Cheque Fee

The City may assess a returned cheque fee, as outlined in the Distribution Access Service Schedule of Fees to any Customer whose cheque for payment to the City is dishonored by any bank 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.

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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. Copies of such requirements are available at the Department's office during business hours.

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 the City reasonably determines, or when the City is directed by the System Controller, 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.

4.4.2 System Controller Requirements

The Customer acknowledges and agrees that the City is bound by all System Controller operating instructions, policies and procedures as are set forth in the Power Pool Rules and Power Pool Code of Practice, 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 that it will cooperate with the City so that the City will be in compliance with all System Controller Operations Procedures, which include,

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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 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. City property shall be installed at points most convenient for City 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 meters,

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appliances, 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 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. 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 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 written consent of 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 reasonable 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.

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The Customer shall not change its requirement 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 its requirements 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 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.

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
- if to its knowledge or in its judgement, the Customer's facilities are unsafe or

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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 will re-continue Distribution Access Service when the condition has been rectified to the City's satisfaction, when the Customer has provided, or paid the City's costs of providing, such facilities as may be necessary to rectify the condition and prevent the condition from recurring, and the Customer's facilities are approved by the appropriate authority. 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 re-connection.

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 current-limiting device 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, a Schedule of Fees or Rate Schedule;
- changes its requirements for Distribution Access Services without the permission of the City; or
- provides the City with incorrect information or makes fraudulent or unauthorized use of Distribution Access Services.

4.6.5 Restoration of Service

If Distribution Access Services to a Customer are restricted by a current-limiting device or discontinued (other than for safety reasons and whether at the request of the Customer or not) the Customer shall pay the following amounts prior to the City reconnecting Distribution Access Service:

- any amount owing to the City ; and

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- a reconnection charge in accordance with the Schedule of Fees which forms part of the Distribution Tariff, if Distribution Access Services are restored during the City's normal business hours, or, in any other case, an amount not exceeding the City's actual cost of re-continuation.

4.6.6 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.

4.6.7 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 Supplier of Last Resort

The City has appointed ENMAX Energy Corporation as its Supplier of Last Resort as per the Roles, Relationships and Responsibilities Regulation made pursuant to the EUA. The Supplier of Last Resort 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.

5.0 METER SERVICES

5.1 Installation of Meters

5.1.1 Provision and Ownership

The City shall provide, install and seal one or more meters for the purpose of measuring Electric Energy delivered to a Customer. Time of use or interval meters shall be

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installed for a Customer whose Demand, either actual or estimated by the City, will equal or exceed 2000 kVA. 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.

Should a Customer 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 the Customer Service Guidelines and the City shall provide, install, test, and maintain the requested metering and/or communication device. The Customer 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 Customer. The City shall invoice the Customer and the Customer shall make payment prior to the meter being energized or the communication device being placed into service.

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.

5.2 Location

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

5.3 Access to Metering Equipment

The City may, at any reasonable time, read, inspect, remove and test its meter 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, 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.

An eligible Retailer will provide Customer Site specific data to the City for each Site it provides services. Such data will include:

- Retailer Name, identification and contact information;

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- The City's meter number; and
 - Customer Site Identification number and contact information.

5.4 Off-Cycle Meter Read or Meter Testing

The City will test any meter provided by the City at the request of the Customer subject to the charges set out in the Schedule of Fees which form part of the Distribution Tariff. If a Customer suspects that its meter may be malfunctioning, the Customer may request that its Retailer arrange for an off-cycle meter read and/or testing of the meter. If the Retailer determines an off-cycle read or test of the meter is warranted the Retailer may request that the City test the meter. The City will test any meter provided by the City at the request of the Retailer subject to the charges set out in the Retail Access Services Schedule of Fees which forms part of the Distribution Tariff. 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.

5.5 Changes to Metering

The City may at any time change any meter it installed.

Should a Customer request a new meter or that a standard non-time of use meter be replaced with a time of use or interval meter, or request that a communication device be attached to the existing meter, the City shall provide, install, test, and maintain the meter or communication device. The requested meter or communication device must meet the City's requirements. The Customer shall bear the incremental cost of providing and installing the meter over the cost of a standard non-time of use meter or the cost of providing and installing the communication device, as the case may be. Upon installation, the meter or communication device shall remain the sole property of the City and will be maintained by the City. The City shall invoice the Customer and the Customer shall make payment prior to the meter being energized or the communication device being placed into service.

6.0 CUSTOMER GENERATION

A Customer will not directly or indirectly connect or permit the connection of any source of Electric Energy to the City's Distribution System unless there is an agreement in force between the Customer and the City with respect to the connection.

7.0 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

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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, assigns 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 for Retail Access Services 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, assigns 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

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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, assigns 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 (collectively, "Liabilities") brought against the City or any of its affiliates, directors, officers, agents, contractors, assigns or employees 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, directors, officers, agents, contractors, assigns or employees arising from, resulting from or in connection with the non-negligent performance of the City and its affiliates, directors, officers, agents, contractors, assigns or employees in connection with the performance of obligations under these Terms and Conditions.

The Customer shall indemnify and save harmless the City 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

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facilities.

8.0 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 System Controller 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 its 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 its 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 its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions 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.

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8.5 Dispute Resolution – Arbitration Procedures

Any dispute arising between the parties shall be determined by arbitrator. 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 to the agreement 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 delivered by facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

- If to the Customer, the address and the addressee on record with the City
- If to the City,

The City of Red Deer
Electric Light & Power Manager
Box 5008
5581 – 45 Street
Red Deer, Alberta
T4N 3T4

Fax Number: 403-341-6806

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 facsimile 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.