

Bylaw No. 426-19
Regulated Rate Option Tariff / Default Supplier Tariff Bylaw

A BYLAW IN THE TOWN OF PONOKA IN THE PROVINCE OF ALBERTA
TO REPEAL BYLAW NO. 283-10 AND TO ESTABLISH AN
ARRANGEMENT FOR RATES AND FEES TERMS AND CONDITIONS OF
REGULATED RATE OPTION AND DEFAULT SUPPLIER SERVICE

WHEREAS pursuant to Section 3 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, the purposes of a municipality are to provide services, facilities and other things that are necessary or desirable for all or part of a municipality;

AND WHEREAS the Town of Ponoka is the owner of an electric distribution system;

AND WHEREAS the *Electric Utilities Act*, S.A. 2003, c. E-5.1 and regulations made thereunder concern the provision of various electricity services in Alberta;

AND WHEREAS section 105 of the *Electric Utilities Act* establishes certain duties of the owner of an electric distribution system;

AND WHEREAS the owner of an electric distribution system has a duty to act as a regulated rate provider to eligible customers who pay a regulated rate for electricity and a duty to appoint or act as a default supplier for eligible customers;

AND WHEREAS pursuant to Section 104 of the *Electric Utilities Act*, an owner of an electric distribution system may make arrangements under which other persons perform any or all of the duties or functions of the owner under the Act and the regulations made under the Act;

AND WHEREAS the Town of Ponoka has made an arrangement with ENMAX Energy Corporation under which ENMAX Energy Corporation has agreed to perform certain duties of the Town Ponoka related to the provision Regulated Rate Option and Default Supplier Services;

AND WHEREAS the Regulated Rate Option Tariff and Default Supplier Tariff under which ENMAX Energy Corporation will provide regulated rate service must be approved by Council;

NOW THEREFORE COUNCIL OF THE TOWN OF PONOKA DULY ASSEMBLED ENACTS AS FOLLOWS:

PURPOSE

1. The purpose of this Bylaw is to:
 - (a) Repeal Bylaw 283-10;
 - (b) Approve the Regulated Rate Option Tariff and the Default Supplier Tariff effective June 1, 2019.

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EFFECTIVE DATE

2. This Bylaw shall come into effect on June 1, 2019.

First Reading	May 14, 2019
Second Reading	May 14, 2019
Third and Final Reading	May 28, 2019

TOWN OF PONOKA



MAYOR



Acting CAO
CHIEF ADMINISTRATIVE OFFICER

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APPENDIX A

ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

The rate schedules are for the provision of electricity services in accordance with the *Regulated Rate Option Regulation* (AR 262/2005) and the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

Rate Schedules

Rate Description

Residential Regulated Rate Tariff
Small Commercial Regulated Rate Tariff
Medium Commercial Regulated Rate Tariff
Large Commercial Regulated Rate Tariff

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ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

Residential

This rate schedule is for the provision of electricity services in accordance with the *Regulated Rate Option Regulation* (AR 262/2005) and the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

Applicability

1. This rate applies to “rate classification customers” as defined by the *Regulated Rate Option Regulation* (AR 262/2005).
2. This rate applies to all residential customers which obtain Residential Service pursuant to the Town of Ponoka Distribution Tariff.

Rate

Energy Charge	Changes Monthly* (\$/kWh)
Administration Charge	\$0.2562 per day
System Access Service Charge	As per Distribution Tariff
Distribution Assess Service Charge	As per Distribution Tariff

Billing Period

Monthly

Terms and Conditions

All services provided under this rate are subject to ENMAX Energy Corporation Terms and Conditions for the Regulated Rate Option Tariff.

* For current rate go to [http://www.enmax.com/.....](http://www.enmax.com/)

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ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

Small Commercial

This rate schedule is for the provision of electricity services in accordance with the *Regulated Rate Option Regulation* (AR 262/2005) and the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

Applicability

1. Commercial Customers are eligible for this rate if a reasonable forecast of the customer's annual consumption of electric energy at a site is less than 250 MWh.
2. This rate applies to all commercial customers which obtain Small Commercial (Commercial/Industrial Service <50 kVA) Service pursuant to the Town of Ponoka Distribution Tariff.

Rate

Energy Charge	Changes Monthly* (\$/kWh)
Administration Charge	\$0.2562 per day
System Access Service Charge	As per Distribution Tariff
Distribution Access Service Charge	As per Distribution Tariff

Billing Period

Monthly

Terms and Conditions

All services provided under this rate are subject to ENMAX Energy Corporation Terms and Conditions for the Regulated Rate Option Tariff.

* For current rate go to <http://www.enmax.com/.....>

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ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

Medium Commercial

This rate schedule is for the provision of electricity services in accordance with the *Regulated Rate Option Regulation* (AR 262/2005) and the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

Applicability

1. Commercial Customers are eligible for this rate if a reasonable forecast of the customer's annual consumption of electric energy at a site is less than 250 MWh.
2. This rate applies to all commercial customers which obtain Medium Commercial (Commercial/Industrial Service 50 kVA to 149 kVA) Service pursuant to the Town of Ponoka Distribution Tariff.

Rate

Energy Charge	Changes Monthly* (\$/kWh)
Administration Charge	\$ 0.2562 per day
System Access Service Charge	As per Distribution Tariff
Distribution Access Service Charge	As per Distribution Tariff

Local Access Fee (LAF)

The LAF is a surcharge imposed by the City of Calgary and is not approved by the Alberta Utilities Commission. The LAF is applicable to all services located within the City of Calgary.

Billing Period

Monthly

All services provided under this rate are subject to ENMAX Energy Corporation Terms and Conditions for the Regulated Rate Option Tariff.

* For current rate go to [http://www.enmax.com/.....](http://www.enmax.com/)

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ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

Large Commercial

This rate schedule is for the provision of electricity services in accordance with the *Regulated Rate Option Regulation* (AR 262/2005) and the *Electric Utilities Act*, S.A. 2003, c. E-5.1.

Applicability

1. Commercial Customers are eligible for this rate if a reasonable forecast of the customer's annual consumption of electric energy at a site is less than 250 MWh.
2. This rate applies to all commercial customers which obtain Large Commercial (Commercial/Industrial Service 150 kVA to 5000 kVA) Service pursuant to the Town of Ponoka Distribution Tariff.

Rate

Energy Charge	Changes Monthly* (\$/kWh)
Administration Charge	\$0.2562per day
System Access Service Charge	As per Distribution Tariff
Distribution Access Service Charge	As per Distribution Tariff

Billing Period

Monthly

Terms and Conditions

All services provided under this rate are subject to ENMAX Energy Corporation Terms and Conditions for the Regulated Rate Option Tariff.

* For current rate go to <http://www.enmax.com/.....>

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APPENDIX B

ENMAX ENERGY CORPORATION

TOWN OF PONOKA REGULATED RATE TARIFF

FEE SCHEDULE

The fees and charges contained in this schedule are non-refundable and are charged in all circumstances. These fees apply to Customer required services as described in the Regulated Rate Tariff Terms and Conditions for The Town of Ponoka.

Any applicable fees in respect of The Town of Ponoka's Distribution Tariff will flow through to Regulated Rate Option Customers.

Dishonoured Payments: **\$25.00 per dishonoured payment**

This fee applies to all dishonoured payments for any reason.

Security Deposit: **Special – per customer merit**

A security deposit may be requested from a Customer, or the Customer's credit history may be accepted.

Late Payment Charge: **3.25% of the total current charges**

A one-time charge of 3.25% will be applied, no less than twenty five (25) days following the Current Bill Date indicated on the bill, to total current charges outstanding.

Final Notice: **\$15 per notice**

Applied to a customer account, when the account is over 60 days in arrears and a final letter of notice has been issued.

Owner Search Charge: **\$30 per search**

Applied to a customer account, when a site becomes vacant and there is insufficient information to bill the owner of a site.

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APPENDIX C

ENMAX ENERGY CORPORATION

TERMS AND CONDITIONS FOR THE TOWN OF PONOKA

THE TOWN OF PONOKA

REGULATED RATE TARIFF

Terms and Conditions

Effective June 1, 2019

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ARTICLE 1 PREAMBLE

The Town is required pursuant to the Regulation to provide Regulated Rate Service to eligible Customers and does so under its Regulated Rate Tariff, which includes these RRT Terms and Conditions and the associated Price Schedules. The Price Schedules set out the rates, charges and fees approved by the Town for Regulated Rate Service provided by ENMAX Energy. The rates include charges for certain Electricity Services, billing and the Electricity consumed by the Customer.

The Town has made arrangements with ENMAX Energy for ENMAX Energy to perform certain of the Town's duties and functions in respect of providing Regulated Rate Service to Customers in the Service Area. ENMAX Energy provides Regulated Rate Service under the Town's Regulated Rate Tariff that has been approved by Town Council, which includes these RRT Terms and Conditions and the Price Schedules. These RRT Terms and Conditions apply to the Regulated Rate Service provided by ENMAX Energy under the Regulated Rate Tariff. The Regulated Rate Tariff is available for public inspection during normal business hours at the business offices of the Town and may also be posted on the Town website.

ENMAX Energy is identified in these RRT Terms and Conditions as the provider of the Regulated Rate Service which are described in these RRT Terms and Conditions to reflect the arrangement approved by the Town for certain Regulated Rate Service provided by ENMAX Energy.

In compliance with the EUA, these arrangements do not relieve the Town of its responsibilities for Regulated Rate Service. The Town will continue to be responsible for all electricity distribution, and system access related services, including all Regulated Rate Service not set out in these RRT Terms and Conditions. As set out in the Regulated Rate Tariff, the Town's Distribution Tariff Terms and Conditions will also apply to Regulated Rate Service.

These RRT Terms and Conditions set forth the terms and conditions upon which ENMAX Energy will provide certain Regulated Rate Service to Customers in the Service Area on behalf of the Town.

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ARTICLE 2 DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

The following words and phrases, whenever used in these RRT Terms and Conditions or the Price Schedules, shall have the respective meanings set out below:

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

"**Applicable Law**" means statutes, regulations, regulatory requirements, governmental requirements, or orders, directives, rules or procedures or other similar instruments applicable to the provision or receipt of Regulated Rate Service, that are implemented, promulgated, issued, ordered or adopted by any court, government, government agency, regulatory body, the ISO or any other body having jurisdiction over ENMAX Energy or the Customer.

"**Business Day**" means a day other than a Saturday or a "holiday" as that term is defined in the *Interpretation Act*, R.S.A. 2000, c. I-8.

"**Charge**" and "**Charges**" have the meanings given to such terms in Section 7.2.

"**Claims**" means all claims, actions, costs, fees (including legal fees and disbursements on a full indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever.

"**Commission**" means the Alberta Utilities Commission, or any predecessor or successor organization with jurisdiction under Applicable Law or the Regulation.

"**Credit Agency**" means an entity that collects credit information and provides credit reports and other information regarding a person's creditworthiness and payment history, and includes a "reporting agency" as defined in the *Consumer Protection Act* (Alberta) and a "credit reporting organization" as defined in the *Personal Information Protection Act* (Alberta).

"**Customer**" means a "regulated rate customer" as defined in the Regulation who applies for, accepts, uses or receives Regulated Rate Service.

"**Deposit**" means the cash security for payment for Regulated Rate Service, as determined by ENMAX Energy pursuant to Section 5.2, and includes accumulated interest pursuant to Section 5.6, if applicable.

"**Disconnected**" and "**Disconnection**" and derivatives of such terms mean the de-energization of a Site or the installation of a current limiting device at a Site by the Town.

"**Distribution Access Service**" means "distribution access service" as defined in the EUA provided to Customers by means of the Town's Distribution System.

"**Distribution System**" means "electric distribution system" as defined in the EUA.

"**Distribution Tariff**" means the Town's tariff for the provision of Distribution Access Service approved by Town Council and in effect from time to time.

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"**Distribution Tariff Terms and Conditions**" means the terms and conditions for the Distribution Tariff, as amended from time to time.

"**ENMAX Energy**" means ENMAX Energy Corporation.

"**Electricity**" means "electricity" as defined in the EUA.

"**Electricity Services**" means "electricity services" as defined in the EUA.

"**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 physical plant including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery.

"**Force Majeure**" means circumstances not reasonably within the control of ENMAX Energy including acts of God, strikes, 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, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, or diminution, impairment or interruption of supply, goods or services including Electricity or Distribution Access Service, the intervention of federal, provincial, or local government or from any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise, provided however, that Force Majeure shall not include inability to pay or a lack of financial resources.

"**ISO**" means the Independent System Operator as established pursuant to the EUA, or any successor entity existing from time to time.

"**Owner**" means the owner or owners of a Premises, and includes their respective agents (i.e. property managers), successors and assigns.

"**Person**" means an individual, trustee, executor, administrator, legal representative, partnership, corporation, organization, association or other legal entity, and includes an individual member thereof as applicable.

"**Premises**" means a property, together with any building(s) thereon, which are serviced by one or more Sites.

"**Price Schedules**" means the rate and fee schedules forming part of the Regulated Rate Tariff that set out the charges that will be charged to Customers for Regulated Rate Service, as amended from time to time.

"**Regulated Rate Service**" means the Electricity Services that are required by the EUA and the Regulation to be provided to Customers in accordance with a regulated rate tariff.

"**Regulated Rate Tariff**" means the Town's tariff approved by Town Council comprised of these RRT Terms and Conditions and the Price Schedules, and pursuant to which Regulated Rate Service is provided to Customers in accordance with the Regulation.

"**Regulation**" means the *Regulated Rate Option Regulation*, AR 262/2005, as amended or replaced, from time to time.

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"**RRT Terms and Conditions**" means these terms and conditions for the Regulated Rate Tariff, as amended from time to time.

"**Service Area**" means the Town's service territory.

"**Service Connection**" means the Facilities at the point where the Town's Distribution System connects to a Site.

"**Site**" means the end-use electricity delivery point where a Customer receives Electricity by means of a Service Connection.

"**Tenant**" means a Person, other than an Owner, who has the use of or occupies a Premises, and applies for and obtains Regulated Rate Service.

"**Tenant Default**" has the meaning given to such term in Section 3.4(b).

"**Town**" means The Town of Ponoka, which is the owner of the Distribution System in the Service Area, or any employee or agent designated by The Town of Ponoka.

"**Town Council**" means council for the Town as defined in the *Municipal Government Act*, R.S.A. 2000, c. M-26.

2.2 CONFLICTS

If there is any conflict between these RRT Terms and Conditions and a provision expressly set out in a bylaw or resolution passed by Town Council, the provision in the bylaw or resolution shall govern. If there is any conflict between these RRT Terms and Conditions and a provision of the EUA, the provision of the EUA shall govern.

If there is any conflict between these RRT Terms and Conditions and the corresponding Price Schedules, the Price Schedules shall govern.

2.3 HEADINGS

The division of these RRT 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 RRT Terms and Conditions.

2.4 EXTENDED MEANINGS

In these RRT Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa.

2.5 CHARGES

The Charges referred to in these RRT Terms and Conditions are as set out in Section 7.2.

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ARTICLE 3 GENERAL PROVISIONS

3.1 EFFECTIVE DATE

These RRT Terms and Conditions have been approved by the Town, and are effective as of **June 1, 2019** and shall remain in force until such time as the Town approves a new Regulated Rate Tariff or new RRT Terms and Conditions.

3.2 CUSTOMERS BOUND BY REGULATED RATE TARIFF

The Regulated Rate Tariff applies to each Customer. As a condition of receiving Regulated Rate Service, the Customer agrees to be bound by these RRT Terms and Conditions. By taking Regulated Rate Service at any Site the Customer agrees to pay the Charges.

3.3 MODIFICATION OF REGULATED RATE TARIFF

No agent, employee or other representative of ENMAX Energy is authorized to modify any provision or Charge contained in the Regulated Rate Tariff or to bind ENMAX Energy to perform in any manner inconsistent with the Regulated Rate Tariff. Any waiver or alteration of any part of the Regulated Rate Tariff must be approved by Town Council. Notwithstanding the foregoing, ENMAX Energy's employees or Town employees may make minor routine administrative changes to the Regulated Rate Tariff, such as corrections to punctuation, grammar or numbering, provided that the changes do not alter the meaning of the clause and such updated RRT Terms and Conditions are posted on the Town's public website. Whenever the Town Council approves an amendment to these RRT Terms and Conditions or an amendment otherwise takes effect, these RRT Terms and Conditions will be automatically revised to incorporate such amendments.

3.4 RENTAL PREMISES

- (a) Except as set out below, for purposes of these RRT Terms and Conditions and the provision of Regulated Rate Service to a Premises, the Owner of such Premises will be deemed the Customer. If a Tenant contacts ENMAX Energy with respect to the provision of Regulated Rate Service to a Premises, then ENMAX Energy will assume that the Owner has permitted the Tenant to be the Customer while such Person is a Tenant, unless the Owner advises ENMAX Energy otherwise. An Owner will automatically revert to being the Customer for a Premises on the date that there is no longer a Tenant for such Premises, provided that ENMAX Energy will provide the Owner with written notice as soon as practicable when the Owner reverts to being the Customer. The Owner will not be responsible for paying any Charges incurred by a Tenant while such Tenant was the Customer for the Premises, unless the Owner agrees or instructs ENMAX Energy otherwise. An Owner will be liable to pay any Charges relating to identifying, searching for and contacting an Owner as a result of there being no Tenant for a Premises. In its sole discretion acting reasonably, ENMAX Energy will determine the date upon which there was no Tenant for a Premises, and in doing so, it may rely on information received from either the Owner or Tenant, or otherwise obtained.

- (b) If, after notification by the methods set out in Section 10.4 of the specific circumstances of default (other than non-payment of a bill) and a five Business Day grace period to remedy the default, a Tenant fails to meet any of the requirements set out in Section 4.1 of these RRT Terms and Conditions (a "**Tenant Default**"), and in addition to any remedies that ENMAX Energy has under Section 7.6, ENMAX Energy has the right to designate the Owner to be the Customer for the Premises, and the Owner of the Premises shall thereafter be liable for payment for Regulated Rate Service provided in accordance with the Regulated Rate Tariff and these Terms and Conditions, starting immediately upon ENMAX Energy providing

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written notice to the Owner of a Tenant Default, which notice may be provided by facsimile, mail or hand delivery.

- (c) In the event of a Tenant Default, the Owner of a Premises will be liable for all charges related to identifying, searching for and contacting the Owner.
- (d) ENMAX Energy will provide Owners with the opportunity to register all Sites that they own or are responsible for such that in the case of vacancy, the Owner will automatically become the Customer. This registration will not bind the Owner to be responsible for past charges of a Tenant, incurred before the date of vacancy, unless specifically requested by the Owner.

ARTICLE 4 REGULATED RATE SERVICE

4.1 REQUIREMENTS FOR OBTAINING REGULATED RATE SERVICE

- (a) To obtain and continue to receive Regulated Rate Service a Person must:
 - (i) be, or be capable of becoming, a Customer with respect to a Site in the Service Area;
 - (ii) be either an Owner or a Tenant with respect to a Site in the Service Area;
 - (iii) provide ENMAX Energy with sufficient billing information, and if requested, proof of identification, existence, registration, or status (if a corporation or partnership), or other documentation, as ENMAX Energy considers appropriate in the circumstances. Such information will be required to be given to ENMAX Energy by every Customer, notwithstanding that such Customer may have previously provided similar information to another regulated rate service provider or electricity services retailer;
 - (iv) provide ENMAX Energy with (i) sufficient information to satisfy ENMAX Energy, acting reasonably, of the Customer's creditworthiness and (ii) if so determined by ENMAX Energy a Deposit pursuant to Section 5.2;
 - (v) receive and maintain service from the Town pursuant to the Distribution Tariff, and comply with all of the Customer's obligations under the Distribution Tariff and Applicable Law;
 - (vi) pay all amounts that become due under these RRT Terms and Conditions on or before the applicable due date; and
 - (vii) abide by its obligations under the Regulated Rate Tariff.
- (b) ENMAX Energy reserves the right to verify the age, existence or status (if a corporation or partnership), and identity of the Customer and the accuracy of any other information provided pursuant to subsection (a) above before providing Regulated Rate Service to a Site.

4.2 REFUSAL OF REGULATED RATE SERVICE

ENMAX Energy reserves the right to (i) refuse to provide Regulated Rate Service to a Customer or (ii) terminate Regulated Rate Service being provided to a Customer pursuant to Section 8.5 where:

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- (a) the Customer does not have a satisfactory credit rating or credit history, as determined by ENMAX Energy, and fails to pay a Deposit;
- (b) the Customer has an outstanding balance with ENMAX Energy for Regulated Rate Service;
- (c) a previous Tenant at the Premises had a history of non-payment and ENMAX Energy can reasonably demonstrate that such prior defaulting Tenant would continue to be a Tenant of the Premises; or
- (d) the Customer fails to meet any of the requirements set forth in Section 4.1.

4.3 ACCURACY OF INFORMATION

The Customer represents and covenants to ENMAX Energy that all oral or written information furnished by or on behalf of the Customer relating to the Regulated Rate Service, whether financial or otherwise, is accurate and complete in every respect on the date that such information is provided. The Customer must notify ENMAX Energy as soon as reasonably possible of a change of name, mailing address, telephone number, vacancy at a Premises, sale of a Premises or other pertinent information.

4.4 REQUEST FOR REGULATED RATE SERVICE

A Customer may request Regulated Rate Service by contacting ENMAX Energy by telephone.

ARTICLE 5 FINANCIAL SECURITY REQUIREMENTS

5.1 CREDIT

The Customer agrees upon request to co-operate with ENMAX Energy in establishing the Customer's creditworthiness, including the disclosure of its billing and payment history. The Customer represents to ENMAX Energy that all verbal or written financial information furnished by or on behalf of the Customer to ENMAX Energy is accurate and complete in every respect on the date the information is provided. The Customer consents to ENMAX Energy sharing this information with Credit Agencies for the purpose of credit approval and with any government, regulatory or municipal authorities if required in order to provide the Electricity Services to the Customer.

5.2 REQUIREMENT FOR DEPOSIT

ENMAX Energy may require the Customer to pay a Deposit in an amount determined by ENMAX Energy, including without limitation, in the following circumstances:

- (a) if the Customer does not have a satisfactory credit rating or credit history, as reasonably determined by ENMAX Energy;
- (b) the Customer has paid two (2) consecutive bills late in any twelve (12) month period or three (3) non-consecutive bills late in any twelve (12) month period;
- (c) the Customer has issued more than one (1) payment that has been returned for non-sufficient funds in any six (6) month period;

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- (d) there has been more than a 50% increase in the Customer's average monthly consumption of Electricity over the prior six (6) month period; or
- (e) the Customer makes a request for reconnection and resumption of Regulated Rate Service following a Disconnection for non-payment.

5.3 MAXIMUM DEPOSIT

The maximum Deposit ENMAX Energy may require from the Customer is not to exceed thirty (30) percent of the annual total bill payable by the Customer for the Site, as reasonably estimated by ENMAX Energy.

5.4 USE OF DEPOSIT

ENMAX Energy may, in its sole discretion, apply a Deposit, or portion thereof, to any Charges that were not paid when due.

5.5 RETURN OF DEPOSIT

A Deposit will be credited to the Customer's Regulated Rate Service account after the Customer has demonstrated a satisfactory payment history over a period of twelve (12) consecutive months. If the Customer discontinues Regulated Rate Service or the Customer's Regulated Rate Service is Disconnected the Deposit will be applied as a credit against any outstanding Charges. Any credit balances arising under this Section shall be dealt with pursuant to Section 7.7. Notwithstanding the foregoing, if a Customer has another account with ENMAX Energy for Regulated Rate Service being provided to another Site then ENMAX Energy may apply the Deposit to such other account.

5.6 INTEREST PAYABLE ON DEPOSITS

The Deposit, until applied to the Customer's account or refunded to the Customer, will accumulate interest at a rate equivalent to the one-year non-redeemable Royal Bank GIC rate in effect ten (10) Business Days prior to the start of the applicable calendar year for investments of \$500 to \$99,999.99. Such interest rate will be updated annually.

ARTICLE 6 MEASUREMENT OF ENERGY CONSUMPTIONS

6.1 MEASUREMENT OF ELECTRICITY

Under the Distribution Tariff the Town provides ENMAX Energy with meter readings and estimates of consumption of Electricity by Customers. Additionally, ENMAX Energy may estimate consumption of Electricity by a Customer. Billings to Customers under these RRT Terms and Conditions shall be based on those meter readings and estimates. ENMAX Energy assumes no liability to the Customer for meter readings and estimates provided by the Town.

6.2 METER TESTING

If a Customer believes the meter to be in error, the Customer must contact ENMAX Energy or the Town to request that the meter be tested. The Customer acknowledges that any meter testing or verification will be conducted by the Town in accordance with the Distribution Tariff. Any charges identified in the Distribution Tariff with respect to meter testing may be applied by the Town.

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ARTICLE 7 BILLINGS AND PAYMENT

7.1 BILLING PRACTICES

ENMAX Energy will use reasonable efforts to bill the Customer for Regulated Rate Service provided at the Site in accordance with the Price Schedules on a monthly basis. Notwithstanding ENMAX Energy's failure to bill a Customer on a monthly basis, such Customer will nonetheless remain obligated to pay any Charges incurred within twelve (12) months of the date of a bill as provided in Section 17 of the *Regulated Rate Option Regulation* (AR 262/2005). ENMAX Energy will issue a separate bill for each Site, however, upon notice from the Customer ENMAX Energy may agree to issue one (1) bill for all charges for Regulated Rate Service provided to a Customer delivered at more than one Site.

Bills shall be deemed delivered to the Customer if delivered personally, or when mailed to or left at the Premises where Regulated Rate Service is provided or the last known address of the Customer. Failure to receive a bill from ENMAX Energy or loss of a bill by the Customer will not entitle the Customer to claim (i) that the Customer is not responsible for any Charges, (ii) any delay in the payment of such bill, or (iii) any extension of the date after which a late payment charge, or any other remedy, becomes applicable. Payments shall be without prejudice to the Customer's right to contest any Charge pursuant to Section 7.10.

7.2 CHARGES

Subject to Section 7.10, in consideration of ENMAX Energy providing the Customer with Regulated Rate Service at a Site the Customer agrees to pay for:

- (a) actual Electricity consumed, or estimated consumption at the Site as determined by ENMAX Energy or the Town, at the rate set out in the Price Schedules;
- (b) other charges, security deposits, and fees set out in the Regulated Rate Tariff, including the Price Schedules;
- (c) charges, adjustments and fees levied pursuant to the Distribution Tariff;
- (d) any taxes, charges, assessments, fees and duties of any kind levied or imposed by any government or public authority, including without limitation goods and services tax and any other similar sales and excise taxes, which relate to the Regulated Rate Service and that ENMAX Energy is required to collect pursuant to Applicable Law; and
- (e) any other charges, fees, other amounts or riders as may be approved by Town Council from time to time as part of the Regulated Rate Tariff;

(collectively the "Charges" and individually a "Charge").

7.3 RESPONSIBILITY FOR PAYMENT

The Customer is responsible for payment of the Charges for a Site from the time that Regulated Rate Service is obtained until such time as Regulated Rate Service is discontinued, the Site is Disconnected or the Customer ceases being a Tenant pursuant to Section 3.4. The Customer shall remain responsible for payment of all Charges until full payment of the same has been received by ENMAX Energy.

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7.4 PAYMENT

Charges owing will be set forth on a bill issued to the Customer by ENMAX Energy. Charges are due on the date specified on the bill, but in any event shall be paid in full no later than the date specified on the bill. Payment of a bill shall be made by way of cash, bank cheque, automatic debit or such other electronic instrument explicitly permitted by ENMAX Energy to the office address specified by ENMAX Energy. A cheque remitted by a Customer in payment of a bill is accepted conditionally.

7.5 LATE PAYMENT CHARGE

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 specified in the Price Schedules and set forth on a bill, will be applied to the any unpaid current Charges, no less than twenty-five (25) days following the date specified on the bill. Such unpaid Charges, including the late payment charge, will be added to new Charges that become due and payable on the next bill.

7.6 REMEDIES FOR NON-PAYMENT

Without limitation of other remedies available to it, ENMAX Energy may take one or more of the following actions should the Customer fail to pay billed amounts in full on time:

- (a) request a Deposit or an increased Deposit;
- (b) provide written notice, make a telephone call or provide personal notice to the Customer that payment has not been received, and stipulating the timing for future action if payment or other arrangements are not made;
- (c) provide written notice or make a telephone call indicating pending notice of Disconnection and timing of Disconnection action;
- (d) subject to limitations on Disconnection outlined in Applicable Law, initiate Disconnection;
- (e) use collection agencies;
- (f) make a report to a Credit Agency, after first giving notice to the Customer of ENMAX Energy's intention to make such a report and giving the Customer 5 Business Days from the time the notice is deemed to be effective under Section 10.4(g) to pay all outstanding Charges; and
- (g) take legal action.

Collection costs incurred by ENMAX Energy as set forth in the Price Schedules and any other related charges set forth in the Distribution Tariff will be added to the Customer's outstanding account.

Any Customer who neglects or refuses to pay when due, all amounts required to be paid under these RRT Terms and Conditions or the Price Schedules, may no longer be eligible for the Regulated Rate Service.

7.7 OVERPAYMENTS

If at any given time an on-going Customer's account contains a balance in excess of what is owed to ENMAX Energy, the excess amount will be carried as a credit balance on the Customer's account and applied to future

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Charges, provided, however, that should the credit balance exceed the sum of one hundred (100) dollars the Customer may request a refund of the credit balance. If the Customer has discontinued Regulated Rate Service for a Site or is Disconnected, ENMAX Energy will refund any credit balance of ten (10) dollars or more. The Customer may obtain a refund of credit balances that are less than ten (10) dollars if, within twelve (12) months of the Customer's discontinuance of Regulated Rate Service or Disconnection, the Customer requests such refund from ENMAX Energy.

7.8 DISHONoured PAYMENTS/RETURNED CHEQUES

Receipt by ENMAX Energy of a cheque or other payment instrument that is dishonoured, rejected or reversed by any financial institution when presented for payment by ENMAX Energy shall not be considered valid payment. ENMAX Energy reserves the right to reject post-dated cheques. In addition to any late payment charge, the Customer shall pay any amounts relating to dishonoured payments specified in the Price Schedules.

7.9 NOVELTY PAYMENTS

ENMAX Energy follows the coin acceptance limitations specified in the *Currency Act*, S.C. 1985, c. C-52 as follows:

- (a) Payment in coin may be made to the maximum amount of:
 - (i) Forty (40) dollars if the denomination is two (2) dollars or greater but does not exceed ten (10) dollars;
 - (ii) Twenty-five (25) dollars if the denomination is one (1) dollar;
 - (iii) Ten (10) dollars if the denomination is ten (10) cents or greater but less than one (1) dollar;
 - (iv) Five (5) dollars if the denomination is five (5) cents; and
 - (v) Twenty-five (25) cents if the denomination is one (1) cent.

7.10 DISPUTE OF BILL

The Customer may dispute Charges shown on a bill by contacting and advising ENMAX Energy of the reason for the dispute. ENMAX Energy will promptly investigate all disputes and advise the Customer of its findings. The Customer will be required to pay any Charges in dispute on a bill up to the amount of the average monthly bill of the Customer, as reasonably determined by ENMAX Energy. The Customer will not be required to pay a disputed Charge in excess of the Customer's monthly average bill amount. The Customer will be responsible to pay all non-disputed past and future Charges while a specific Charge is in dispute. Any unpaid disputed Charges, including accrued late payment charges thereon, shall be due and payable within ten (10) Business Days if the dispute is resolved in favour of ENMAX Energy.

7.11 TRANSFER OF OUTSTANDING AMOUNTS

If Regulated Rate Service is cancelled by the Customer, discontinued by ENMAX Energy or Disconnected, any unpaid Charges in the Customer's account may be transferred to any other Regulated Rate Service account

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held by ENMAX Energy with the same Customer, and any Deposit held in respect of such other account may be applied against said unpaid Charges.

7.12 PARTIAL PAYMENTS

Partial payments on an account will be applied to the unpaid amounts outstanding on the longest outstanding bills.

ARTICLE 8 CHANGES, MOVING, DISCONTINUING AND DISCONNECTING SERVICE

8.1 NOTICE TO CLOSE ACCOUNT

A Customer may discontinue and close an account for Regulated Rate Service for a Site by giving ENMAX Energy at least three (3) business days prior notice. ENMAX Energy may request proof that the Customer will no longer be responsible for the Site after that date. If such Customer was a Tenant then following such notice the Owner will be deemed the Customer pursuant to Section 3.4. If such Customer was the Owner, then ENMAX Energy will request Disconnection of the Site.

8.2 RELOCATION OF CUSTOMER

If the Customer wishes to transfer their account from a Site to another Site, the Customer must notify ENMAX Energy of the address for the new Site at least three (3) business days prior to the relocation.

8.3 DISCONNECTION FOR SAFETY AND SYSTEM SECURITY REASONS

ENMAX Energy does not own or operate the Distribution System or any other part of the Alberta Interconnected Electric System, and neither ENMAX Energy nor the Town guarantees continuous Regulated Rate Service, including an uninterrupted supply of Electricity. The Town may discontinue or otherwise curtail, interrupt or reduce the supply of Electricity or ENMAX Energy may (or may be caused by the Town to) discontinue or otherwise curtail, interrupt, or reduce Regulated Rate Service whenever the Town or ENMAX Energy reasonably determines, or is directed by the ISO or any governmental, regulatory or civil authority that such a discontinuation, curtailment, interruption or reduction is necessary or advisable (a) to facilitate safety, law enforcement or the construction, installation, operation, maintenance, reliability, repair, replacement or inspection of any Facilities, the Distribution System or the Alberta Interconnected Electric System; (b) because the Customer has permitted the Customer's facilities to become hazardous, or the Town or ENMAX Energy knows or believes the Customer's facilities to become unsafe or defective or imminently defective; (c) because the Customer's facilities don't comply with Applicable Laws; (d) because the proposed loads, in the Town's or ENMAX Energy's opinion, have characteristics that might adversely affect the quality of Electricity Services supplied to other Customers, the public safety or the safety of Town or ENMAX Energy employees; or (e) due to any other reason, including emergencies, forced outages, potential damage to any Facilities, the Distribution System or any part of the Alberta Interconnected Electric System, or Force Majeure. Notwithstanding the foregoing, ENMAX Energy will endeavor to, at all times, provide regular and uninterrupted Regulated Rate Service to the Customer.

ENMAX Energy will re-continue Regulated Rate Service when the condition has been rectified to the Town's and ENMAX Energy's satisfaction, including in compliance with the Distribution Tariff and any fees or charges applicable thereunder, and the Town has re-continued Electricity Services which it is responsible to provide.

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8.4 TAMPERING WITH FACILITIES

If ENMAX Energy determines that there has been unauthorized use of Electricity or Regulated Rate Service at a Site, including but not limited to tampering with a meter or other Facilities, unauthorized connection or reconnection, or theft, fraud, intentional or unintentional use of Electricity whereby ENMAX Energy or the Town is denied full compensation for services provided, ENMAX Energy or the Town may request that the Site be Disconnected. The Customer shall be responsible to pay ENMAX Energy all Charges relating to the Electricity that was taken at a Site without authorization.

8.5 DISCONNECTION OTHER THAN FOR SAFETY REASONS

- (a) ENMAX Energy may at any time, after having given at least forty-eight (48) hours prior notice to the Customer and without any further notice, initiate Disconnection if:
- (i) the Customer violates any provision of these RRT Terms and Conditions (including the provision of a Deposit when requested, failure to pay for the Regulated Rate Service or failure to provide requested information);
 - (ii) the Customer has instituted by or against it any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Customer;
 - (iii) the Customer ceases to carry on business, makes or agrees to make a bulk sale of assets without complying with Applicable Law or commits an act of bankruptcy, or otherwise acknowledges its insolvency;
 - (iv) the Customer provides ENMAX Energy with incorrect information;
 - (v) the Customer makes fraudulent or unauthorized use of Regulated Rate Service; or
 - (vi) ENMAX Energy has not been provided with sufficient information to bill the Customer or the Premises served by the Site reasonably appears to ENMAX Energy to be vacant or not occupied by a known Customer.
- (b) Notice of Disconnection must be in writing and may only be given by mail, hand delivery or facsimile in accordance with Section 10.4(a)(i), (ii) or (iii) and Section 10.4(c). If ENMAX Energy has previously communicated with a Customer by e-mail, text message or telephone, ENMAX Energy must also provide notice of Disconnection to that Customer by e-mail, text message or telephone, as the case may be.

8.6 RESTORATION OF SERVICE

Following a Disconnection, ENMAX Energy may require that the Customer, prior to receiving further Regulated Rate Service, perform any one or more of the following:

- (a) pay any unpaid amounts owing by the Customer to the Town or ENMAX Energy, or any amounts owing to the Town by the Customer which ENMAX Energy is required or requested to collect on behalf of and remit to the Town;

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- (b) pay any applicable reconnection charge required to be paid to the Town pursuant to the Distribution Tariff;
- (c) pay a Deposit, or increase an existing Deposit, in such amount, if any, as determined by ENMAX Energy; or
- (d) meet all requirements for Regulated Rate Service set forth in Section 4.1.

8.7 SERVICE GUARANTEE

ENMAX Energy must provide a credit of \$75 to any Customer who is subject to one of the following errors made by ENMAX Energy:

- (a) Customer was provided written notice of pending Disconnection of service in error;
- (b) Customer was provided written notice of pending referral to a Credit Agency in error;
- (c) Customer was referred to a Credit Agency in error;
- (d) Customer was reported to a Credit Agency in error; or
- (e) Customer experienced Disconnection of service in error.

Payment of the \$75 credit is not required where no error has been made by ENMAX Energy, and in particular is not required in the following circumstances:

- (a) ENMAX Energy's written notice of pending Disconnection or pending referral to a Credit Agency was not issued in error, and such notice and the Customer's payment crossed in the mail.
- (b) ENMAX Energy's written notice of pending Disconnection or pending referral to a Credit Agency was not issued in error, and such notice was in mail transit at the time the Customer made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union.
- (c) The electric or gas distributor Disconnected a Customer in error, rather than as instructed by ENMAX Energy.
- (d) ENMAX Energy's written notice of pending Disconnection or pending referral to a Credit Agency was not issued in error, and such notice was properly mailed, but the Customer did not pick up the mail from locations such as a post office, super mail box, or home mail box.
- (e) ENMAX Energy's written notice of pending Disconnection or pending referral to a Credit Agency was not issued in error, and such notice was undelivered by the mail delivery service.
- (f) The Customer attempted to make payment to the person dispatched by the electric or gas distributor to Disconnect the service, where such Disconnection was not made in error, but that person was not authorized to accept payment.

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ARTICLE 9 RESPONSIBILITY AND INDEMNITY

9.1 REQUIREMENTS IN THE EUA

In addition to any rights and obligations contained in these RRT Terms and Conditions, ENMAX Energy agrees to comply with its obligations respecting the Regulated Rate Service set out in the EUA, the Regulations and, directives and decisions of the Commission.

ENMAX Energy shall maintain security standards, including control of access to data and other information, consistent with industry standards.

9.2 USE OF REGULATED RATE SERVICE

The Customer assumes full responsibility for the proper use of Electricity or Regulated Rate Service provided by ENMAX Energy, including undue interference with any other Customer's use of Regulated Rate Service or any user of the Alberta Interconnected Electric System, and for the condition, installation, suitability and safety of any and all Facilities or any other equipment, wires, cables, devices or appurtenances on the Customer's Premises.

9.3 DISTRIBUTION TARIFF

The Customer shall be obligated for the Service Connection to the Site to permit the Customer to receive Regulated Rate Service. The Customer is bound by, and shall comply with, all provisions of the Distribution Tariff applicable to the Customer.

9.4 FORCE MAJEURE

If an event or circumstance of Force Majeure occurs that affects ENMAX Energy's ability to provide Regulated Rate Service or any other services provided under these RRT Terms and Conditions, so far as they are affected by the Force Majeure or its consequences, the Regulated Rate Service shall be suspended until the Force Majeure or its consequences are remedied, and for such period thereafter as may reasonably be required to restore the Regulated Rate Service. ENMAX Energy is not liable to the Customer or any other Person in law, equity, contract or tort for any Claim arising from or connected in any way with the amount or lack of notice given by ENMAX Energy of an event of Force Majeure.

9.5 LIMITATION OF ENMAX ENERGY'S LIABILITY TO CUSTOMER

Except for direct physical damage, loss or injury to the Customer or the Customer's property resulting from the breach of these RRT Terms and Conditions by ENMAX Energy, or negligence or willful misconduct of ENMAX Energy or its employees, agents or contractors acting within the scope of their employment, ENMAX Energy shall not be liable to the Customer or any other Person for Claims arising out of or in any way connected with ENMAX Energy's performance under these RRT Terms and Conditions, the provision of Regulated Rate Service or any other services provided under these RRT Terms and Conditions, or any failure, estimated data errors, defect, fluctuation, reduction, de-energization, suspension, curtailment or interruption in the provision of Regulated Rate Service or any other services provided under these RRT Terms and Conditions. ENMAX Energy shall not be liable to the Customer or any other Person for any Claims arising from the Disconnection of a Site pursuant to Sections 8.3, 8.4 or 8.5.

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9.6 INDEMNIFICATION BY CUSTOMER

The Customer shall indemnify and hold harmless, and at the option of ENMAX Energy, defend ENMAX Energy and its affiliates, contractors, agents, authorized representatives and assigns, and the directors, officers and employees (while those employees are acting within the course and scope of their employment) and each of them (collectively the "**Indemnified Parties**"), from and against all Claims, brought against any of the Indemnified Parties which arise from, result from, or are in any way connected with any act, omission or failure of the Customer arising from, resulting from or in any way connected with these RRT Terms and Conditions or the Regulated Rate Tariff, or under any other arrangement or agreement between the Customer and ENMAX Energy, or between the Customer and any third party.

Without limiting the generality of the preceding paragraphs, the Customer shall indemnify and hold harmless, and at the option of ENMAX Energy, defend each of the Indemnified Parties from and against all Claims brought against any of the Indemnified Parties or by any Person, which arise from, result from, or are in any way connected with:

- (a) the presence in or use of Electricity over the Facilities or any wires, cables, devices or other facilities owned, controlled, operated or used by the Customer;
- (b) the failure of the Customer to perform any of the Customer's duties and obligations as set out in these RRT Terms and Conditions;
- (c) the Customer's improper or unauthorized use of Electricity or of electric wires, cables, devices or any Facilities; or
- (d) the initiation of a Disconnection in accordance with these RRT Terms and Conditions.

Nothing in this section shall be deemed to constitute a waiver of any other rights of redress, which may be available to ENMAX Energy, or to limit in any way any legal recourse which may be open to ENMAX Energy. Any Claim brought by ENMAX Energy for indemnity of a Claim must be filed with the Alberta courts within two (2) years from the date of occurrence of the incident that is subject of the Claim, failing which, the Customer shall have no obligation to indemnify ENMAX Energy hereunder.

9.7 INDEMNIFICATION BY ENMAX ENERGY

Subject to Sections 9.5 and 9.8, ENMAX Energy shall indemnify and hold the Customer harmless from and against direct physical loss, injury or damage suffered by the Customer or the Customer's property (including legal fees and disbursements on a full indemnity basis) resulting from the breach of these RRT Terms and Conditions by ENMAX Energy, or negligence or willful misconduct of ENMAX Energy or its employees, agents or contractors acting within the scope of their employment in connection with the provision of Regulated Rate Service. Any Claim brought by the Customer for indemnity of a Claim must be filed with the Alberta courts within two (2) years from the date of occurrence of the incident that is subject of the Claim, failing which, ENMAX Energy shall have no obligation to indemnify the Customer hereunder.

Nothing in this section shall be deemed to constitute a waiver of any other rights of redress, which may be available to the Customer, or to limit in any way any legal recourse which may be open to the Customer.

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9.8 CONSEQUENTIAL LOSS

ENMAX ENERGY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING OR ARISING OUT OF PERFORMANCE UNDER THESE RRT TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OR DAMAGE RESULTING FROM LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

ARTICLE 10 MISCELLANEOUS

10.1 COMPLIANCE WITH APPLICABLE LEGAL AUTHORITIES

ENMAX Energy and the Customer are subject to, and shall comply with, all existing or future Applicable Law. ENMAX Energy will not violate, directly or indirectly, or become a party to a violation of any requirement of any Applicable Law in order to provide Regulated Rate Service. ENMAX Energy shall obtain and maintain all requisite governmental and regulatory approvals necessary for the provision of Regulated Rate Service to the Customer.

10.2 NO WAIVER

The failure of either Party to insist in any one or more instances upon strict performance of any provisions of these RRT 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 RRT 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.

10.3 LAW

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

10.4 NOTICES

- (a) Unless otherwise stated in these RRT Terms and Conditions, all notices, demands or requests that ENMAX Energy is required or permitted to give to the Customer may be given by any of the following means:
 - (i) by mail to the address on record with ENMAX Energy;
 - (ii) by facsimile to the facsimile number on record with ENMAX Energy;
 - (iii) by hand delivery to the address on record with ENMAX Energy;

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- (iv) subject to Sections 10.4(c) and (d), by e-mail to the e-mail address on record with ENMAX Energy;
 - (v) subject to Sections 10.4(b), (c) and (d), by text message to the mobile phone number on record with ENMAX Energy; or
 - (vi) by telephone call to the phone number on record with ENMAX Energy.
- (b) If ENMAX Energy sends a notice, demand or request to a Customer by text message, ENMAX Energy must also send the notice, demand or request to the Customer by one of the other means of communication set out in Section 10.4(a), unless the Customer has previously expressly consented to receive or has expressly directed ENMAX Energy to provide notices, demands or requests by text message alone.
- (c) If ENMAX Energy sends a notice, demand or request to a Customer by text message or e-mail and the Customer cannot respond to the notice, demand or request by replying to the text message or e-mail, the text message or e-mail from ENMAX Energy must clearly state:
- (i) that replies to the text message or e-mail will not be received by ENMAX Energy; and
 - (ii) how the Customer may respond to the notice, demand or request.
- (d) A Customer has the right to provide notice to ENMAX Energy that the Customer does not wish to receive notices, demands or requests from ENMAX Energy by text message or e-mail, and if the Customer provides this notice, ENMAX Energy must provide all future notices, demands or requests to that Customer by mail, facsimile, hand delivery or telephone call.
- (e) Subject to Section 10.4(f), unless otherwise stated in these RRT Terms and Conditions, all notices, demands or requests that the Customer is required or permitted to give to ENMAX Energy may be given through the contact methods posted on the ENMAX website: <https://www.enmax.com/contact-us>.
- (f) Customers may also open a new account or move their existing account by clicking on the “MOVING” link at <https://www.enmax.com>, or may make changes to their account by logging into their online account by clicking on the “SIGN IN” link at <https://www.enmax.com>.
- (g) Any notice, demand or request given under this Section is deemed to be effective as follows:
- (i) if by mail, at the end of the fourth (4th) Business Day after mailing;
 - (ii) if by facsimile, on the next Business Day following a confirmed facsimile transmission;
 - (iii) if delivered by hand, at the time of delivery, with proof of delivery;
 - (iv) if by e-mail, text message or other form of instantaneous communication, on the next Business Day, unless ENMAX Energy receives an error message or other

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indication that the transmission of the e-mail, text message or other form of instantaneous communication was not successful; and

- (v) if by telephone, at the time of the telephone call, where the person answering the telephone identifies himself or herself as the Customer or as a representative of ENMAX Energy, as the case may be.

- (h) The Customer or ENMAX Energy may change the address above 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 is considered delivered; when sent by facsimile, on the next Business Day following a confirmed facsimile; when mailed, at the end of the fourth (4th) Business Day after mailing; when hand delivered, at the time of delivery where proof of delivery date is provided.

10.5 PERSONAL INFORMATION

ENMAX Energy may use, and may collect and disclose personal information to collection agencies or to credit bureaus and credit reporting agencies in accordance with these RRT Terms and Conditions and in accordance with the *Personal Information Protection Act* (Alberta).

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APPENDIX D



ENMAX Energy Corporation
Default Supplier

Rate Schedule
(Ponoka)

Default Supplier Rate

This rate schedule is for the provision of electricity services in accordance with the *Roles, Relationships, and Responsibilities Regulation, 2003* (AR 169/2003).

Applicability

1. The Customer is not an eligible Customer as that term is defined in the *Regulated Rate Option Regulation* (AR 262/2005); and
2. The Customer is unable to purchase retail electricity services from the customer's retailer for any reason or the customer is unable to obtain retail electricity services for any reason.

Rate

Fixed Rate Energy Charge	FREC
Variable Rate Energy Charge	VREC
Distribution Tariff Charges	DT
Local Access Fee (LAF)	DT

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Terms and Conditions

All services provided under this rate are subject to the ENMAX Energy Corporation Default Supplier Terms and Conditions. Each Customer is bound by, and shall comply with, all provisions of the Distribution Tariff applicable to the Customer.

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Default Supplier Energy Charges

The following Default Supplier formulae are used to calculate the energy charge for a billing period.

$$FREC(\$) = MXC_h * FEE$$

$$VREC(\$) = HR * AECO 'C'_{bpavg} * TC_{bp}$$

Where:

MXC_h = Maximum consumption in any hour during the billing period.

FEE = \$44.25/kVA/billing period.

HR = Heat Rate = 9.00.

$AECO 'C'_{bpavg}$ = Average of AECO 'C' Daily Index in the billing period, where:

AECO 'C' Daily Index =

- (i) for each Monday, Tuesday, Wednesday and Thursday which is not a statutory holiday (in Alberta), the average price in Canadian dollars per GJ published on the "Canadian domestic gas price report" page, in the table "NGX AB-NIT Same Day Index", (as may be amended or replaced) reported for such day;
- (ii) for each Friday, Saturday, Sunday, and Monday which is a statutory holiday (in Alberta), the average price in Canadian dollars per GJ published on the "Canadian domestic gas price report" page, in the table "NGX AB-NIT Same Day Index", (as may be amended or replaced) on the line identified as "Weekend#" for the weekend occurring closest to such day, all as reported in the first edition of the Canadian Gas Price Reporter ("CGPR") published in the month immediately following the month in which such day falls;
- (iii) for each Tuesday, Wednesday and Thursday which is a statutory holiday (in Alberta), the AECO 'C' Daily Index for such day shall be the AECO 'C' Daily Index for the previous Business Day in which case it may be necessary to use the CGPR for the preceding month to locate the AECO 'C' Daily Index for the closest Business Day or weekend; and
- (iv) in the event CGPR ceases to publish the "Canadian Domestic gas price report", or in the reasonable opinion of ENMAX Energy Corporation ("EEC"), there is a material change in the method of calculating the figures found in the "Canadian Domestic gas price report", the AECO 'C' Daily Index shall be the price in Canadian Dollars per GJ for each applicable day as published in an alternate source selected solely by EEC, acting reasonably.

TC_{bp} = Total consumption, in MWh, in the billing period.

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ENMAX Energy Corporation reserves the right to flow through to Customers (including former Customers) any volume and price adjustments that result from initial settlement, final settlement and post final settlement.

Distribution Tariff (DT) Charges

ENMAX Energy Corporation passes through all Distribution Tariff Charges, as applicable to a customer's rate schedule, on an as-billed basis. The Distribution Tariff Charges include any applicable Local Access Fees (LAF).

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APPENDIX E

DEFAULT SUPPLIER

Ponoka

FEE SCHEDULE

The fees and charges contained in this schedule are non-refundable and are charged in all circumstances. These fees apply to Customer required services as described in the ENMAX Energy Corporation Default Supplier Terms and Conditions.

Any applicable fees in respect of the Owner of the Distribution System will flow through to Default Supplier Customers.

1. Application: \$10.00 per request

This fee applies when a customer requests a new service.

1. Dishonoured Cheques: \$25.00 per cheque

This fee applies to all dishonoured cheques returned for any reason.

2. Security Deposit: Special – per customer merit

A security deposit may be requested from a Customer, or the Customer's credit history may be accepted.

3. Penalty for Late Payment: 3.25% of the total current charges

A one-time penalty charge of 3.25% will be applied, no less than twenty five (25) days following the Current Bill Date indicated on the bill, to total current charges outstanding.

4. Final Notice: \$15 per notice

Applied to a customer account, when the account is over 60 days in arrears and a final letter of notice has been issued.

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APPENDIX F **ENMAX Energy Corporation**

Default Supplier Terms and Conditions

Ponoka

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These Terms and Conditions set forth the terms and conditions upon which ENMAX Energy Corporation will provide Default Supplier Service to Customers. The Rate Schedule and Fee Schedule are applicable under these Terms and Conditions.

1.0 DEFINITIONS

The following words and phrases, whenever used in these Terms and Conditions, the Rate Schedule or the Fee Schedule, 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) **“Business Day”** means a day other than a Saturday, Sunday or Statutory holiday in the Province of Alberta.
- (d) **“Current Bill Date”** means the Current Bill Date as indicated on a Customer’s bill.
- (e) **“Customer”** means a Person who is eligible to obtain Default Supplier Service.
- (f) **“Default Supplier”** means EEC as the retailer appointed by the Owner of the Distribution System to sell or provide Electricity Services and perform all functions of the Default Supplier as contemplated by the *Regulation*.
- (g) **“Default Supplier Service”** means the service that is required by the *Regulation* to be provided by a Default Supplier.
- (h) **“Default Supplier Tariff”** means the tariff comprised of these Default Supplier Terms and Conditions and the Fee Schedule and Rate Schedule under which Electricity Services are provided to Customers.
- (i) **“Disconnection”** means the de-energization of any Site in the name of the Customer or the installation of a current limiting device at any such Site by the Owner of the Distribution System.
- (j) **“Distribution System”** means “electric distribution system” as defined in the *EUA*.
- (k) **“Distribution Tariff”** means the applicable distribution tariff in effect with respect to the Distribution System.

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- (l) **“EEC”** means ENMAX Energy Corporation.
- (m) **“Electricity”** means “electricity” as defined in the *EUA*.
- (n) **“Electricity Services”** means “electricity services” as defined in the *EUA*, and also includes Default Supplier Service.
- (o) **“EUA”** means the *Electric Utilities Act*, S.A. 2003, c.E-5.1, including regulations enacted thereunder, all as re-enacted, amended, supplemented or replaced from time to time.
- (p) **“Facilities”** means physical facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus.
- (q) **“Fee Schedule”** means the fee schedule that sets out the additional charges to Customers for the provision of Electricity Service by EEC as Default Supplier, as amended from time to time.
- (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 or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the Distribution System is interconnected, failure of any supplier to perform, failure, curtailment, interruption or reduction of the transmission or distribution systems’ capacity and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of EEC; provided that in no event shall the lack of finances or inability to perform due to financial condition or similar financial predicament constitute *Force Majeure*.
- (s) **“Interest Rate”** means a rate equivalent to the one-year non-redeemable Royal Bank GIC rate for investments of \$500 to \$99,999.99 in effect five business days prior to the start of the quarter, which rate will be updated quarterly.
- (t) **“ISO”** means the Independent System Operator as established pursuant to the *EUA*.
- (u) **“ISO Rules”** means the rules established by the ISO from time to time pursuant to section 20(1) of the *EUA*
- (v) **“Legislation”** means statutes, regulations, regulatory requirements, governmental requirements, ISO Rules, orders, directives, rule or procedures or other similar instruments implemented, promulgated, issued, ordered or adopted by any government, government

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agency, regulatory body, the ISO or any other body having jurisdiction over EEC, Customers or Electricity Services as re-enacted, amended, supplemented or replaced from time to time.

- (w) **“Owner of the Distribution System”** means the local distributor of electricity within a service territory, for example, ENMAX Power Corporation for the Calgary service territory.
- (x) **“Person”** includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative, or organization.
- (y) **“Rate Schedule”** means the rate schedule that sets out charges to Customers for the provision of Electricity Services by EEC as Default Supplier, as amended from time to time.
- (z) **“Regulation”** means the *Roles, Relationships and Responsibilities Regulation, 2003*, AR 169/2003 enacted under the *EUA* as re-enacted, amended, supplemented or replaced from time to time.
- (aa) **“Site”** means the point of end use consumption.
- (bb) **“Terms and Conditions”** means these Default Supplier Terms and Conditions, as may be amended from time to time.

2.0 INTERPRETATIONS

2.1 Conflicts

If there is any conflict between provisions expressly set out in the Rate Schedule, the Fee Schedule and these Terms and Conditions, the express provision of the Rate Schedule or Fee Schedule, as the case may be, shall govern.

2.2 Headings

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

3.0 GENERAL PROVISIONS

3.1 Default Supplier

EEC is the Default Supplier appointed by the Owner of the Distribution System to perform the services of the Default Supplier, as contemplated in the *Regulation*.

3.2 Tariff

EEC furnishes Default Supplier Service under the Default Supplier Tariff, which includes these Terms and Conditions and the Rate and Fee Schedules. Customers will be billed for:

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- Electricity consumed by the Customer at a Site at the rate as set out in the Rate Schedule;
- other charges, security deposits, and fees set out in the Default Supplier Tariff, including the Fee Schedule;
- charges and fees as levied by the Owner of the Distribution System pursuant to the Distribution Tariff;
- other charges, local access fees, surcharges or taxes imposed by the Customer's local municipal authority or the Owner of the Distribution System; and
- any other charges, fees, other amounts or riders as may be part of the Default Supplier Tariff.

3.3 Terms and Conditions

These Terms and Conditions are available for public inspection during normal business hours at the business offices of EEC, they are filed with the Board for information purposes and they are posted on EEC's internet website. These Terms and Conditions will be in force until other Terms and Conditions, if any, are adopted by the Town of Ponoka.

3.4 Amendment of the Default Supplier Tariff

EEC may amend these Terms and Conditions, and the Rate and Fee Schedules. Amendments will take effect fifteen (15) days after EEC posts amended Terms and Conditions, Rate Schedule or Fee Schedule on its Internet website, unless otherwise indicated in the amended document(s).

3.5 Acceptance of Terms and Conditions

The application for, or the taking of, Default Supplier Service by the Customer at any Site constitutes acceptance by the Customer of these Terms and Conditions and the assumption of all obligations set forth herein with respect to the Default Supplier Tariff.

3.6 Modification of Default Supplier Tariff

No agent or employee of EEC is authorized to modify any provision, charge, or rate contained in the Default Supplier Tariff or to bind EEC to perform in any manner inconsistent with the Default Supplier Tariff.

4.0 DEFAULT SUPPLIER SERVICE

4.1 Provision of Default Supplier Service

EEC will provide Electricity Services to Customers under the Default Supplier Tariff in accordance with the Rate Schedule, Fee Schedule and these Terms and Conditions.

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4.2 Eligibility for Default Supplier Service

In order to receive Electricity Services under the Default Supplier Tariff at any time, a Customer must receive service from the Owner of the Distribution System pursuant to the Distribution Tariff and the Customer must comply with all of its obligations under the Distribution Tariff and applicable Legislation.

The owner of the property or premises requiring Electricity Services with respect to a Site may open an account and be the Customer, unless there is a tenant or other Person who has provided acceptable notice, in writing or by telephone, to EEC that it will be financially responsible for the Electricity Services with respect to that Site, and if EEC's credit requirements are met, such tenant or other Person shall be the Customer. In the event such tenant or other Person provides notice to EEC that it is vacating the Site, or such tenant or other Person vacates the Site, the owner of the property or premises will again become financially responsible for Electricity Services with respect to that Site and shall be the Customer.

If a Customer is not of legal age, a deposit may be required in order to obtain Electricity Services.

A Customer may be required to supply information relating to load, creditworthiness and the manner in which the Electricity Services will be utilized, and pay deposits, fees and charges as stated in EEC's Rate Schedule, Fee Schedule and Terms and Conditions. EEC reserves the right to verify the age, status and identity of the Customer and the accuracy of the information provided with respect to Electricity Services before Electricity Services are provided.

4.3 Billing and Payment

4.3.1 Payment of Bill

The Customer receiving Electricity Services at a Site will be billed monthly for such Electricity Services. When a change of occupancy occurs at a Site, advance notice, in writing or by telephone, of such change must be given to EEC. EEC may accept a change of occupancy notification from a third party willing to accept responsibility for payment for Electricity Services at a Site, subject to its qualification for receiving Electricity Services. The outgoing Customer may, at the discretion of EEC, be held responsible for all Electricity Services supplied to the Site until the later of the vacancy or the date the change of occupancy notice is received and accepted by EEC.

The Customer shall pay all amounts required to be paid under these Terms and Conditions, including the amounts set out in Section 0, upon receipt of a bill for such amounts. Unless specifically provided otherwise, EEC's rates are based upon the furnishing of continuing Electricity Services to the Customer's premises at a single Site. EEC will issue a separate bill for each Site. However, the Customer and EEC may agree that EEC will issue one bill totaling charges for Electricity

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Services delivered at more than one Site. Customers shall be billed for Electricity Services according to the rate set out in the Rate Schedule.

Bills will be based upon actual Electricity consumption or upon estimated consumption as determined by EEC or the Owner of the Distribution System. EEC may make adjustments to the Customer's bills for up to five (5) years from the time of receipt of Electricity Services.

Bills shall be deemed rendered, and other notices duly given when delivered to the Customer personally, when mailed to or left at the premises where Electricity Services are provided or when mailed to or left at the last known address of the Customer or when delivered to the address specified in Section 0 hereof. Failure to receive such a bill from EEC 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, or any other remedy, becomes applicable. In the case of a dispute between EEC and the Customer, the Customer shall pay the bill in full and then the Customer may dispute charges shown on the Customer's bill or any other matters by contacting EEC, either in writing or by telephone, and advising EEC of the reason for the dispute. EEC will promptly investigate all disputes and advise the Customer of the results.

Payment shall be made by way of cash, cheque, automatic debit or other electronic instrument in the manner specified by EEC. Payment of a bill is accepted conditionally until such funds are fully and finally paid to EEC.

Any bill rendered to a Customer is due on the Current Bill Date as indicated on the bill. Late payment charges, at a rate established by EEC from time to time and specified in the bill will be applicable to the total current charges outstanding no less than twenty five (25) days following the Current Bill Date. Customers who fail to make payments in full on time will also be subject to normal credit action, which may include, but is not limited to one or more of the following:

- reminder letters, telephone calls, emails or other correspondence of notification;
- use of collection agencies;
- requiring prepayment and payment of all outstanding amounts before additional Electricity Services are provided at any Site in the name of the Customer;
- assessment of a deposit or additional deposit;
- transferring balances owing from one account in the name of the Customer to another account also in the name of the Customer;
- initiating Disconnection at any Site under any account in the name of the Customer; and

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- legal action.

4.3.2 Overpayments

If the Customer pays EEC an amount in excess of what is owed to EEC, the excess amount will be carried as a credit balance on the Customer's account and applied to bills for future Electricity Services. If a Customer is no longer receiving Electricity Services, EEC will refund credit balances upon request.

4.3.3 Returned Payment Fee

EEC may assess a returned payment fee, as outlined in the Fee Schedule, to any Customer whose instrument for payment to EEC is dishonoured, rejected or reversed by any financial institution when presented for payment by EEC.

4.3.4 Dishonoured Payment

Receipt by EEC of a cheque or other payment instrument that is subsequently dishonoured shall not be considered valid payment. EEC reserves the right to reject post-dated cheques.

4.3.5 Collection of Taxes

EEC shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to Electricity Services.

4.3.6 Sustainability of Customer Equipment

The Customer assumes full responsibility for the proper use of Electricity or Electricity Services provided by EEC and for the condition, installation, suitability and safety of any and all Facilities or any other equipment, wires, cables, devices or appurtenances on the Customer's premises or located on premises owned, controlled or occupied by the Customer

4.4 Electricity Services

4.4.1 Interruptions

EEC cannot guarantee an uninterrupted supply of Electricity. EEC may discontinue or otherwise curtail, interrupt or reduce the supply of Electricity or Electricity Services without liability whenever EEC reasonably determines, or when EEC is directed by the ISO, the Owner of the Distribution System, or any governmental, regulatory or civil authority that such a discontinuation, curtailment, interruption or reduction is necessary to facilitate safety, law enforcement or the construction, installation, operation, maintenance, reliability, repair, replacement or inspection of any Facilities, the Distribution System or the Alberta Interconnected Electric

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System; or due to any other reason, including emergencies, forced outages, potential damage to any Facilities, the Distribution System or any part of the Alberta Interconnected Electric System or *Force Majeure*.

4.4.2 Legislation

The Customer acknowledges and agrees that both it and EEC are bound by the Legislation.

4.4.3 Tampering with Facilities

If EEC determines that there has been an unauthorized use of Electricity or Electricity Services including but not limited to any tampering with a meter or other Facilities, unauthorized connection or reconnection, or theft, fraud, intentional or unintentional use of Electricity whereby EEC is denied full compensation for services provided, EEC may initiate Disconnection and charge the Customer for any unauthorized use of Electricity, all damages suffered by EEC, and all costs incurred in recovering any such amounts. Nothing in this section shall be deemed to constitute a waiver of any other rights of redress, which may be available to EEC, or to limit in any way any legal recourse which may be open to EEC.

4.4.4 Use of Electricity Services

The Customer shall not use its Electricity or Electricity Services in a manner so as to cause undue interference with any other Customer's use of Electricity Services or any user of the Alberta Interconnected Electric System such as an abnormal disturbance to the voltage, frequency and waveform of the Electricity supply.

4.5 Disconnection of Service

4.5.1 Disconnection for Safety and System Security Reasons

EEC reserves the right, without liability, to initiate Disconnection at any time without notice, or to refuse to make such Electricity Services available to the Customer, where, in EEC's reasonable opinion the use of Electricity Services or provision of Electricity may cause damage to Facilities, the Distribution System or the Alberta Interconnected Electric System or interfere with or otherwise disturb any other service provided by EEC.

EEC will resume Electricity Services when the condition has been rectified to EEC's satisfaction acting reasonably.

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4.5.2 Disconnection Other Than for Safety Reasons

EEC may at any time, after having given at least 48 hours' prior oral or written notice to a Customer and without any further notice, initiate Disconnection if the Customer:

- violates any provision of these Terms and Conditions (including the provision of a deposit when requested or failure to pay for Electricity Services);
- has instituted by or against it any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Customer;
- ceases or threatens to cease to carry on business, makes or agrees to make a bulk sale of assets without complying with applicable law or commits an act of bankruptcy, or otherwise acknowledges its insolvency;
- tampers with any meters or any Facilities that may affect metering of Electricity consumption at a Site;
- provides EEC with incorrect information or makes fraudulent or unauthorized use of Electricity Services; or
- EEC has not been provided with sufficient information to bill a Customer or the premises or property served by a Site reasonably appears to EEC to be vacant or not occupied by a known Customer.

4.5.3 Restoration of Electricity Services

Following a Disconnection, the Customer shall pay the following amounts prior to receiving further Electricity Services:

- any unpaid amounts owing to EEC;
- an application fee; and
- a security deposit in such amount, if any, as determined by EEC in its sole discretion as contemplated in section 0 of these Terms and Conditions.

4.5.4 Fee Schedule

EEC reserves the right to impose fees and charges pursuant to the various provisions of these Terms and Conditions. The fees and charges shall be set out in Fee Schedule and may be amended from time to time as contemplated in Section 0 of these Terms and Conditions.

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4.5.5 Credit

Upon the request of EEC, the Customer agrees to provide information, including the disclosure of its financial statements, banking information, payment history and credit standing and any other information reasonably required by EEC, to evaluate the Customer's creditworthiness. The Customer represents to EEC that all oral or written financial information furnished by or on behalf of the Customer to EEC is accurate and complete in every respect on the date that the information is provided. A security deposit may be assessed pursuant to Section 0 of these Terms and Conditions.

4.5.6 Security Deposit

A security deposit as security for payment in an amount, determined by EEC, in its sole discretion acting reasonably, may be required prior to or during the provision of Electricity Services pursuant to this Default Supplier Tariff. Security deposits, unless otherwise applied, will be refunded with interest at the Interest Rate to the Customer after the Customer establishes a satisfactory payment record.

A security deposit will be applied by EEC against any indebtedness of the Customer to EEC. When the provision of Electricity Services is discontinued, EEC shall refund, with interest at the Interest Rate, to the Customer any portion of such deposit not applied previously to an outstanding balance.

4.5.7 Proof of Incorporation or Status

Customers may be required to provide proof of incorporation to set up an account in the name of a corporate entity. Similar documentation may be required from other entities seeking to set up an account.

5.0 LIABILITY AND INDEMNIFICATION

5.1 Definitions

5.1.1 In this Article:

5.1.1.1 "direct loss or damage" means direct physical damage, injury or loss, but does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever;

5.1.1.2 "EEC" includes:

5.1.1.2.1 EEC, its affiliates, contractors, agents, authorized representatives and assigns, and the directors, officers and employees (while those employees are acting within the course and scope of their employment) of each of them; and

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5.1.1.2.2 for the purposes of clause 5.1.1.2.1, “affiliate” has the meaning given to it in the *Business Corporations Act* (Alberta).

5.2 Limitation of Liability

EEC does not guarantee or promise uninterrupted service. Except for direct loss or damage caused by the negligence of EEC, EEC shall not be liable to any Customer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with its performance under these Terms and Conditions, the provision of Electricity Services or any other services provided under these Terms and Conditions, or any failure, estimated data errors, defect, fluctuation, reduction, de-energization, suspension, curtailment or interruption in the provision of Electricity Services or any other services provided under these Terms and Conditions.

5.3 Indemnity

The Customer shall indemnify and hold harmless, and at the option of EEC, defend EEC from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, brought against EEC which arise from, result from, or are in any way connected with any act, omission or failure of the Customer arising from, resulting from or in any way connected with these Terms and Conditions or EEC’s Default Supplier Tariff, or under any other arrangement or agreement between the Customer and EEC, or between the Customer and any third party.

Without limiting the generality of the preceding paragraph, the Customer shall also indemnify and hold harmless, and at the option of EEC, defend EEC from and against all claims, actions, costs, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties and any liability in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, brought against EEC by any Person, which arise from, result from, or are in any way connected with:

- the routine presence in or use of Electricity over the Facilities or any wires, cables, devices or other facilities owned or controlled by the Customer;
- the failure of the Customer to perform any of the Customer’s duties and obligations as set out in these Terms and Conditions;
- the Customer’s improper use of Electricity or of electric wires, cables, devices or any Facilities; or
- the initiation of a Disconnection in accordance with these Terms and Conditions.

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5.4 Force Majeure

5.4.1 If an event or circumstance of *Force Majeure* occurs that affects EEC's ability to provide Electricity Services or any other services provided under these Terms and Conditions, so far as they are affected by the *Force Majeure* or its consequences, Electricity Services shall be suspended until the *Force Majeure* or its consequences are remedied, and for such period thereafter as may reasonably be required to restore Electricity Services.

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

6.0 CONSEQUENTIAL LOSS

NEITHER EEC NOR THE CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING OR ARISING OUT OF PERFORMANCE UNDER THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OR DAMAGE RESULTING FROM LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.0 MISCELLANEOUS

7.1 Compliance with Applicable Legal Authorities

EEC and the Customer are subject to, and shall comply with, all existing or future applicable Legislation. EEC will not violate, directly or indirectly, or become a party to a violation of any requirement of any applicable Legislation in order to provide Electricity Services. EEC's obligation to provide Electricity Services is subject to the condition that all requisite governmental and regulatory approvals for the provision of Electricity Services have been obtained and will be maintained in force during such period of service.

7.2 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

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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.

7.3 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.

7.4 Legislative Amendments

EEC reserves the right to terminate any service under the Default Supplier Tariff upon the happening of any change or amendment to applicable Legislation (or the application or implementation of same).

7.5 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 sent by facsimile transmission (with the original transmitted by mail or personal delivery) addressed as follows:

- If to the Customer: to the address and the addressee on record with EEC
- If to EEC:

ENMAX Energy Corporation
141-50 Avenue, S.E.
Calgary, Alberta
T2G 4S7
Phone Number: (403) 310-2010
Fax Number: (403) 219-2146

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 is considered delivered; when sent by facsimile, on the next Business Day following a confirmed facsimile; when mailed, at the end of the fourth (4th) Business Day after mailing; when hand delivered, at the time of delivery where proof of delivery date is provided.