

**Fort Macleod Power
Distribution Tariff
Terms and Conditions For Retail & Consumer Services**

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Appendix 1: Retail Access Services Agreement

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PART A: GENERAL

1.0 DEFINITIONS

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

- (a) "**Billing Demand**" means the greater of:
 - (i) highest kW demand in the last 12 months; or
 - (ii) kW of capacity contracted for by the Customer;
- (b) "**Billing Period**" means a period of time starting on the first day of a monthly cycle at 00:00 hours and ending on the last day of the same monthly cycle at 24:00, during which a Customer is supplied with Distribution Access Service by FMP;
- (c) "**Board**" means the Alberta Energy and Utilities Board;
- (d) "**Business Day**" means any day other than a Saturday, Sunday or a Statutory holiday in the Province of Alberta;
- (e) "**Connected Load**" means in relation to a Site, the sum of the capacities or ratings of the Energy consuming apparatus connected to FMP's Electric Distribution System at the Site;
- (f) "**Consumer Services**" means services provided by FMP to Customers, which will allow for the supply of or distribution of Energy to the Customer's facilities in accordance with Section 18.0 of these Terms and Conditions;
- (g) "**Customer**" means a Person purchasing electricity for the Person's own use;
- (h) "**Current Bill Date**" means the Current Bill Date as indicated on a customer's bill.

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- (i) **"De-energize"** means the de-energization of metering or electrical equipment to the Electric Distribution System that prevents Energy from flowing to the Site;
- (j) **"Default Supplier"** means a Retailer appointed as a default supplier by an owner under section 3(1) of the Roles, Relationships and Responsibilities Regulation made under the *EUA*;
- (k) **"Demand"** means the rate at which Electric Energy is delivered to or by a system (expressed in kilowatts or kilovolt amperes) at a given instant or average over any designated period of time;
- (l) **"Developer"** means a Person developing the land on which the electrical facilities are being installed; The word "Developer" does not appear in this document, fee schedule or RASA. The definition should be deleted.
- (m) **"Distribution Access Service"** means the service required to transport electricity by means of an Electric Distribution System to Customers and includes any services the owner of the Electric Distribution System is required to provide by the Board or is required to provide under the *EUA* or the regulations, but does not include the provision of electricity services to eligible Customers under a regulated rate tariff;
- (n) **"EIP"** means FMP's Enrollment and Information Provision system;
- (o) **"Electric Distribution System"** means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility;
- (p) **"Electric Utility"** means an isolated generating unit, a transmission facility or an Electric Distribution System that is used
 - (i) directly or indirectly for the public; or
 - (ii) to supply electricity to members of an association whose principal object is to supply electricity to its members;the owner of which
 - (iii) is required by the *EUA* or the regulations to apply to the Board for approval of a tariff, or

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

but does not include an arrangement of conductors intended to distribute electricity solely on property of which a Person is the owner or a tenant, for use solely by that Person and solely on that property or a facility exempted by Board rules made under section 117 of the *EUA*;

- (q) **"Electricity Services"** means the services associated with providing electricity to a Person, including the following:
 - (i) the exchange of electric energy;
 - (ii) making financial arrangements to manage financial risk associated with the pool price;
 - (iii) distribution access service;
 - (iv) system access service;
 - (v) ancillary services;
 - (vi) billing;
 - (vii) metering;
 - (viii) performing load settlement;
 - (ix) any other services specified in the regulations made by the Minister under section 115 of the *EUA*;
- (r) **"Emergency"** means:
 - (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of the Electric Distribution System or the safety of Persons or property;

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- (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel;
 - (iii) a condition that requires implementation of Emergency Operations System as defined in the ISO's Operating Policy and Procedures; or
 - (iv) any other condition or situation that FMP or the ISO deems imminently likely to endanger life or property or to affect or impair FMP's Electric Distribution System or the electrical systems of others to which FMP's Electric Distribution System is directly or indirectly connected. Such a condition or situation may include but is not limited to potential overloading on FMP's Electric Distribution System, Facilities, transmission and/or distribution circuits, System Controller minimum generation ("light load") conditions, or unusual operating conditions on either FMP's Electric Distribution System, Facilities, transmission or distribution circuits or on those of an indirectly connected electrical system, or conditions such that FMP is unable to deliver Energy for a Retailer without jeopardizing FMP's Distribution System, Facilities, transmission or distribution circuits or those of an indirectly connected electrical system;
-
- (s) "**Energize**" means the connection of metering or electrical equipment to the Electric Distribution System that permits Energy to flow to the Site;
 - (t) "**Energy**" means the capability of electricity to do work, measured in kilowatt hours;
 - (u) "**ENMAX**" means ENMAX Corporation;
 - (v) "**EPC**" means ENMAX Power Corporation and includes a Person, if any, authorized to act on its behalf under the *EUA*;
 - (w) "**Exchange**" means to provide electric energy to or receive electric energy from the interconnected electric system;
 - (x) "**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;

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- (y) "**Facilities**" means FMP's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus;
- (z) "**Fee Schedule**" means the schedule forming part of the Distribution Tariff that sets out the charges for the provision of Consumer Services, or Retail Access Services, as the case may be, as amended from time to time;
- (aa) "**Force Majeure**" means acts of God, strikes, walkouts, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident or necessity of repairs to equipment or lines of the electric transmission and distribution systems, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the Electric Distribution System is interconnected, failure of any supplier, Retailer, Distributed Generator or Transmission Connected Customer 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 FMP, provided that in no event shall the lack of finances or inability to perform due to financial condition constitute Force Majeure;
- (bb) "**Fort Macleod**" means the municipal corporation of the Town of Fort Macleod in the Province of Alberta
- (cc) "**FMP**" means Fort Macleod Power, a division of the Town of Fort Macleod and in reference to Sections 3.10, 8.2 and 16.1.2 only hereof, will mean either FMP or ENMAX Power Corporation acting in its capacity as Agent to FMP.
- (dd) "**Independent System Operator**" or "**ISO**" means the corporation established by section 7 of the *EUA*;
- (ee) "**Interconnected Electric System**" or "**IES**" means all transmission facilities and all electric distribution systems in Alberta that are interconnected, but does not include an electric distribution system or a transmission facility within the service area of the City of Medicine Hat or a subsidiary of the

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City, unless the City passes a bylaw that is approved by the Lieutenant Governor in Council under section 138 of the *EUA*;

- (ff) "**kVA**" means kilovoltampere or kilovoltamperes;
- (gg) "**kW**" means kilowatt or kilowatts;
- (hh) "**kWh**" means kilowatt hour or kilowatt hours;
- (ii) "**Load**" means the Demand and Energy delivered or required to be delivered to a Site;
- (jj) "**Load Settlement**" means the functions set out in the Settlement System Code;
- (kk) "**LSA**" means Load Settlement Agent, which is the entity conducting load settlement calculations for a particular load settlement zone;
- (ll) "**Meter Data Manager**" or "**MDM**" is the entity responsible for collecting metering data, correcting and validating interval metering data, storing historic data, and reporting load and consumption data and corresponding time periods;
- (mm) "**Meter**" is the apparatus, which measures active energy or reactive energy or both, including any internal recorder, or clock, which is normally tested as part of the apparatus;
- (nn) "**Minimum Contract Demand**" means the Demand for a Site established in a contract between FMP and the Customer;
- (oo) "**Month**" means a calendar month;
- (pp) "**Parties**" means FMP, the Customer, Retailer, or any other Person taking services, including Consumer Services, Retail Access Services, under FMP's Distribution Tariff and these Terms and Conditions and "**Party**" means any one of them.
- (qq) "**Person**" means an individual, firm, partnership, association, joint venture, corporation, trustee, executor, administrator or legal representative;

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- (rr) "**Point of Delivery**" is the measured interconnection point between the transmission system and the distribution system;
- (ss) "**Post Final Adjustment Mechanism**" or "**PFAM**" means the process that market participants must follow when final settlement data is being disputed and the market participants are requesting financial adjustments be made as a result of the dispute;
- (tt) "**Power Pool**" means the scheme operated by the Independent System Operator for
 - (i) exchange of electric energy, and
 - (ii) financial settlement for the exchange of electric energy;
- (uu) "**Rate Schedule**" means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers for Retail Access Services, as amended from time to time;
- (vv) "**Re-energize**" means the reconnection of metering or electrical equipment to the Electric Distribution System, which allows Energy to flow to a Site.
- (ww) "**Regulated Rate Provider**" means the owner of an Electric Distribution System, or a Person authorized by the owner that provides Electricity Services to eligible customers in the owner's service area under a Regulated Rate Tariff;
- (xx) "**Regulated Rate Tariff**" or "**RRT**" means a tariff which provides for a transition rate or a flow-through rate and applies to any Customer whose expected annual consumption of electric energy at a site is less than 250 megawatt hours of electric energy, residential rate classification Customers, farm rate classification Customers or irrigation rate classification, as set out in the *Regulated Default Supply Regulation*;
- (yy) "**Retail Access Services**" means the services provided by FMP to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service and also includes MDM, load settlement, and meter services and other related services as offered by FMP from time to time;

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- (zz) "**Retail Access Services Agreement**" means the agreement between FMP and a Retailer, which sets forth the terms upon which FMP provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions and the associated Rate Schedule and Fee Schedule;
- (aaa) "**Retail Electricity Services**" means electricity services provided directly to a Customer but does not include electricity services provided to eligible customers under an RRT;
- (bbb) "**Retailer**" means a Person who sells or provides Electricity Services, including a Regulated Rate Provider and Default Supplier;
- (ccc) "**Retailer of Record**" means the single entity, either the Retailer or the regulated rate provider that the load settlement system recognizes as providing service to a given site for a given day;
- (ddd) "**Revenue Meter**" means an electric meter, which includes any apparatus used for the purpose of making measurement of, or obtaining the basis of a charge for, electricity supplied to a purchaser;
- (eee) "**Service Connection**" means the physical connections of FMP Facilities to the facilities of the Customer and includes end use connections and network connections;
- (fff) "**Settlement System Code**" or "**SSC**" means the Settlement System Code as established under the authority of the *EUA* and as amended from time to time;
- (ggg) "**Settlement Zone**" means the collection of sites that are jointly settled by a load settlement system and over which UFE is calculated and allocated;
- (hhh) "**Site**" means a unique end use service delivery point. This is the finest level at which settlement recognizes retailer assignments and receives consumption data;
- (iii) "**System Access Service**" means the service obtained by market participants through a connection to the transmission system, and includes access to exchange electric energy and ancillary services;
- (jjj) "**Tariff**" means a document that sets out:
 - (i) rates;

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- (ii) terms and conditions; and
- (iii) fees;
- (kkk) "**Terms and Conditions**" means these Terms and Conditions for services, including Retail Access Services and Consumer Services, as amended from time to time;
- (lll) "**Unaccounted for Energy**" or "**UFE**" means the difference between (a) the Electric System Distribution total Load for the hour and (b) the sum of the allocated hourly Loads at the Customer Meters, plus their allocated losses;

2.0 INTERPRETATION

2.1 Conflicts

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

2.2 Headings

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

3.0 GENERAL PROVISIONS

3.1 Tariff

FMP provides various services, including Retail Access Services and Consumer Services, under a Tariff (the "Distribution Tariff"), which includes these Terms and Conditions, a *pro forma* Retail Services Agreement, the associated Rate Schedules, and a Fee Schedule. The Distribution Tariff is available for public inspection during normal business hours at the business offices of FMP, has been approved by the Town Council and is also posted on Fort Macleod's website at fortmacleod.com.

3.2 Effectiveness of Terms and Conditions

These Terms and Conditions form part of FMP's Distribution Tariff and have been approved by Town Council. These Terms and Conditions come into force on January 1, 2006 unless otherwise indicated, and will be in force until another Distribution Tariff application is approved.

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3.3 Amendment of Terms and Conditions

FMP can only amend these Terms and Conditions by obtaining the approval of Town Council on application. When an amendment is approved, revisions will be made to the Distribution Tariff, with the effective date of the amendments indicated in the revised section(s).

3.4 Acceptance of Terms and Conditions

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

3.5 Modification of Terms and Conditions

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

3.6 Collection of Taxes

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

3.7 Payment of Invoice

All fees, rates and charges required to be paid under these Terms and Conditions shall be paid upon receipt of an invoice for the fees, rates and charges. The invoice may be issued to the Customer by a Retailer on behalf of FMP or directly by FMP. Transactional charges include charges on a fee for services basis that are not recoverable under the standard provisions of the Distribution Tariff. Customers shall be invoiced for services according to the fees set out in the Fee Schedule and invoiced in accordance with this Section 3.7 of these Terms and Conditions.

Invoices shall be deemed rendered, and other notices duly given when delivered to a Party personally, when mailed to or left at the premises where service is provided or the last known address of the Party or when delivered to the premises set out in Section 3.14 of these Terms and Conditions. Failure to receive such an invoice from FMP will not entitle the Party to any delay in the settlement of each account nor to any

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extension of the date after which a late payment charge becomes applicable. In the case of a dispute between FMP and a Party, the Party shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute.

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

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

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

3.8 Underpayments

Underpayments of any amount are treated as normal receivables outstanding.

3.9 Returned Cheque Fee

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

3.10 Credit and Prepayment

Prior to FMP entering into any agreement which provides credit to a Party, the Party must satisfy FMP that the Party is capable of meeting its obligations by satisfying either credit or security requirements as follows:

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Credit

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

Security

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

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

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

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

Notwithstanding any credit or security arrangements, FMP, at its sole discretion, may require full or partial prepayment as a pre-condition to providing any services, including Consumer Services or Retail Access Services. FMP, at its sole discretion, may also waive a security requirement.

3.11 Customer Facilities

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

3.12 Service Calls

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

3.13 Law

These Terms and Conditions and the Retail Access Services Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada

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

3.14 Notices

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

- if to the Customer, the address and the addressee on record with FMP;
- if to the Retailer, the address and the addressee set out in the Retail Access Services Agreement between the Retailer and FMP;
- if to FMP:

FORT MACLEOD Power
Box 1420
Fort Macleod, Alberta
T0L-0Z0

A Party may change the address or addressee from time to time by giving written notice of such change in accordance with this Section 3.14 of these Terms and Conditions. Any notice, demand or request made, given or delivered hereunder is considered delivered; when sent by facsimile, on the next Business Day following a confirmed facsimile; when mailed, at the end of the fourth (4th) Business Day after mailing; when hand delivered, at the time of delivery where proof of delivery date is provided.

3.15 Default Supplier

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

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

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- The Customer is unable to obtain Retail Electricity Services for any reason.

4.0 CONNECTIONS

4.1 Interruptions

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

4.2 ISO System Control Requirements

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

4.3 Compliance With Governmental Directives

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

5.0 LIABILITY AND INDEMNIFICATION

5.1 Definitions

In this Section:

- "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;

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- "FORT MACLEOD Power " or "FMP" includes:
 - The Town of FORT MACLEOD, its affiliates, contractors, agents, authorized representatives and assigns, and the, directors officers and employees (while those employees are acting within the course and scope of their employment) of each of them; and
 - for the purposes of this definition, "affiliate" has the meaning given to it in the Business Corporations Act (Alberta); and
- "customer information" has the meaning given to it in the Code of Conduct Regulation made under the Electric Utilities Act, S.A. 2003, c. E-5.1.

5.2 Limitation of Liability

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

5.3 Consequential Damages

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

5.4 FMP Not Liable for Retailer

FMP provides Electricity Services under these Terms and Conditions. FMP also provides Retail Access Service to Retailers under these Terms and Conditions, and provides Consumer Services to Customers under these Terms and Conditions. Retailers and Customers may enter into an arrangement or agreement for the provision of services beyond those that FMP provides under these Terms and Conditions. FMP shall not be liable to a Customer or Retailer or other Person in law, equity, tort or contract for any loss, damage, injury or claim of any nature whatsoever, arising out of or in any way connected with:

**FORT MACLEOD Power
Distributions Tariff
Terms and Conditions**

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

5.5 Indemnity

Customers and Retailers shall indemnify and hold harmless, and at the option of FMP, defend FMP 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 FMP which arise from, result from, or are in any way connected with any act, omission or failure of the Customer or Retailer or any other Person arising from, resulting from or in any way connected with these Terms and Conditions, including the failure of a Retailer to obtain from a Customer any authorization or consent required or referred to in these Terms and Conditions, FMP's Distribution Tariff, a Retail Access Services Agreement or under any other arrangement or agreement with FMP, or between the Customer and a Retailer or between the Customer, Retailer and any third party.