



## **EPCOR Distribution & Transmission Inc.**

### **2021 Annual Performance-Based Regulation Rate Adjustment**

**December 17, 2020**

**Alberta Utilities Commission**

Decision 25866-D01-2020

EPCOR Distribution & Transmission Inc.

2021 Annual Performance-Based Regulation Rate Adjustment

Proceeding 25866

December 17, 2020

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## **1 Decision**

1. In this decision, the Alberta Utilities Commission considers the EPCOR Distribution & Transmission Inc. (EPCOR or EDTI) 2021 annual performance-based regulation (PBR) rate adjustment filing. For the reasons that follow, the Commission has determined that:

- The 2021 distribution rates, options and riders and corresponding rate schedules, as set out in [Appendix 4](#) to this decision, are approved effective January 1, 2021.
- The 2021 system access service (SAS) rates as filed and set out in [Appendix 5](#) to this decision, are approved effective January 1, 2021.
- The distribution connection service (DCS) terms and conditions (T&Cs) and EPCOR's T&Cs for electric distribution access service (DAS), as set out in [Appendix 7](#) and [Appendix 8](#) to this decision, respectively, are approved effective January 1, 2021.
- 2021 distribution tariff policies set out in [Appendix 9](#) to this decision are approved effective January 1, 2021.
- EPCOR's 2018 going-in rates and 2018 K-bar, provided in this proceeding, are approved as final.

## **2 Procedural summary**

2. On September 10, 2020, EPCOR submitted its 2021 annual PBR rate adjustment filing to the Commission, requesting approval of its 2021 electric DAS rates, options and riders, transmission SAS rates, billing determinants and corresponding rate schedules to be effective January 1, 2021, on an interim basis. EPCOR also requested approval of its customer and retailer T&Cs of electric distribution service, to be effective January 1, 2021.<sup>1</sup>

3. After issuing a notice of the application on September 11, 2020, the Commission received statements of intent to participate from the Consumers' Coalition of Alberta (CCA) and the Office of the Utilities Consumer Advocate (UCA). The process established for this proceeding included information requests (IRs) to EPCOR, IR responses from EPCOR, written argument and reply argument. EPCOR additionally filed updates to its return on equity (ROE) adjustment schedule on November 10, 2020,<sup>2</sup> to correct an error and on November 11, 2020,<sup>3</sup> for

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<sup>1</sup> Exhibit 25866-X0002, application, paragraph 4.

<sup>2</sup> Exhibit 25866-X0051.

<sup>3</sup> Exhibit 25866-X0052.

a revision to the 2021 Balancing Pool Rider G schedule<sup>4</sup> to reflect new information revealed in an Alberta Electric System Operator (AESO) application<sup>5</sup> where the Balancing Pool charge to utilities was updated.

4. On November 19, 2021, the Commission issued a letter indicating its intent to finalize the distribution utilities' going-in rates and associated 2018 capital factors given the issuance of several decisions dealing with related outstanding matters. In response, on November 24, 2020, EPCOR confirmed that its going-in rates and 2018 capital factors can be finalized.

5. In reaching the determinations set out within this decision, the Commission considered all relevant materials comprising the record of this proceeding. Accordingly, references in this decision to specific parts of the record are intended to assist the reader in understanding the Commission's reasoning relating to a particular matter and should not be taken as an indication that the Commission did not consider all relevant portions of the record with respect to a particular matter.

### 3 Background

6. The PBR framework approved in Decision 20414-D01-2016 (Errata)<sup>6</sup> provides a rate-setting mechanism (price cap for electric distribution utilities and revenue-per-customer cap for gas distribution utilities) based on a formula that adjusts rates annually by means of an indexing mechanism that tracks the rate of inflation (I) that is relevant to the prices of inputs the utilities use, less a productivity offset (X). With the exception of specifically approved adjustments, as discussed further below, a utility's revenues are not linked to its costs during the PBR term.

7. In Decision 20414-D01-2016 (Errata), the Commission approved the continuation of certain PBR rate adjustments to enable the recovery of specific costs where certain criteria have been satisfied. These include an adjustment for certain flow-through costs that should be recovered from, or refunded to, customers directly (Y factors), and an adjustment to account for the effect of exogenous and material events for which the distribution utility has no other reasonable cost recovery or refund mechanism within the PBR plan (Z factor).

8. As was the case in previous-generation PBR plans, the Commission determined that a supplemental capital funding mechanism, in addition to revenue provided under I-X, is required for the 2018-2022 PBR plans. However, in place of the capital tracker mechanism employed in previous-generation PBR plans, the Commission determined that incremental capital funding will be divided into two categories: Type 1 and Type 2 capital. For Type 1 capital, the Commission approved a modified capital tracker mechanism with narrow eligibility criteria, with the revenue requirement associated with approved amounts to be collected from ratepayers by way of a "K factor" adjustment to the annual PBR rate-setting formula. For Type 2 capital, the Commission approved a K-bar mechanism that provided an amount of capital funding for each

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<sup>4</sup> Exhibit 25866-X0021, Schedule A – 2021 Balancing Pool Rider.

<sup>5</sup> Proceeding 26040, Alberta Electric System Operator 2021 Balancing Pool Consumer Allocation Rider F Application.

<sup>6</sup> Decision 20414-D01-2016 (Errata): 2018-2022 Performance-Based Regulation Plans for Alberta Electric and Gas Distribution Utilities, Proceeding 20414, February 6, 2017.

year of the 2018-2022 PBR term plan based, in part, on capital additions made during the previous PBR term.<sup>7</sup>

9. Also in Decision 20414-D01-2016 (Errata), the Commission established that each of the distribution utilities must submit its PBR rate adjustment filing by September 10 of each year in order to facilitate annual implementation of rates by January 1 of the following year. The annual PBR rate adjustment filing deals with all issues relevant to the establishment of the PBR rates and T&Cs for a given year, such as:

- I factor and the resulting I-X index;
- K factor and K-bar factor adjustments related to approved Type 1 and Type 2 capital, respectively;
- Y factor adjustment to collect flow-through items that are not collected through separate riders;
- Previously approved Z factors;
- billing determinants for each rate class;
- backup showing the application of the formula by rate class and resulting rate schedules;
- a copy of the Rule 005<sup>8</sup> filing filed in the current year as well as the ROE adjustment schedules for prior years;
- certain financial reporting requirements;
- changes proposed to T&Cs; and
- any other material relevant to the establishment of current year rates.

10. EPCOR's 2020 PBR rates were approved on an interim basis in accordance with this framework in Decision 24882-D01-2019.<sup>9</sup>

## **4 PBR rate adjustments**

### **4.1 PBR indices and annual adjustments**

11. As detailed in Section 3, the current PBR plan for EPCOR provides a rate-setting mechanism based on a formula that adjusts rates annually by means of an indexing mechanism plus specifically approved adjustments. The annual parameters and adjustments utilized by EPCOR to arrive at its 2021 rates, and the Commission's assessment of the applied-for amounts, are detailed below. Additional discussion on select parameters is provided in the sections that follow.

#### **I-X index**

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<sup>7</sup> Decision 20414-D01-2016 (Errata), Section 6.4.2 (Type 1) and Section 6.4.3 (K-bar).

<sup>8</sup> Rule 005: *Annual Reporting Requirements of Financial and Operational Results*.

<sup>9</sup> Decision 24882-D01-2019: EPCOR Distribution & Transmission Inc., 2020 Annual Performance-Based Regulation Rate Adjustment, Proceeding 24882, December 17, 2019.

12. EPCOR calculated the 2021 I-X index to be 2.12 per cent,<sup>10</sup> by subtracting the approved X factor of 0.3 per cent<sup>11</sup> from the I factor of 2.42 per cent.

13. The I factor is calculated as a weighted average of two indexes published by Statistics Canada: one for labour costs and one for non-labour costs.<sup>12</sup> In Decision 24882-D01-2019, the Commission confirmed that the replacement of Canadian Socio-Economic Information Management (CANSIM) tables with new data tables by Statistics Canada in 2018 did not warrant any changes to the approved I factor calculation methodology as long as the new tables contain the required data series.

14. The CCA pointed out that it is hard to verify the index numbers used in the I factor calculations because of the Statistics Canada ongoing updates to the published data. To address this concern, the CCA recommended all annual PBR rate adjustment filings to include a screen print of the index values taken from the Statistics Canada website. EPCOR agreed that including a screenshot or some other evidence of the Statistics Canada values as they are retrieved for the filing has merit.

15. The Commission has reviewed EPCOR's calculation of the 2021 I factor and finds it to be consistent with the methodology set out in Decision 20414-D01-2016 (Errata). Accordingly, the 2021 I factor of 2.42 per cent and the resulting I-X index of 2.12 per cent are approved.

16. In accordance with a past Commission direction,<sup>13</sup> EPCOR should use the unrevised actual index values filed in this proceeding as the basis for next year's inflation factor calculations. These values are provided in [Appendix 3](#) to this decision. As well, to facilitate the review of the underlying Statistics Canada indexes, the Commission directs EPCOR to provide dated screenshots of the CANSIM tables used in determining its I factor in future annual PBR rate adjustment filings.

### **Y and Z factor materiality threshold**

17. The Y and Z factor materiality threshold is the dollar value of a 40-basis point change in ROE on an after-tax basis calculated on the distribution utility's equity used to determine the final approved notional 2017 revenue requirement on which going-in rates were established. This dollar amount threshold is escalated by I-X annually, on a compounding basis.<sup>14</sup>

18. EPCOR did not provide a calculation for a Y and Z materiality threshold in its application. In the prior PBR rate update application, Commission staff calculated EPCOR's 2020 Y and Z factor materiality threshold as \$1.72 million. By applying the 2021 I-X index of 2.12 per cent to the 2020 materiality threshold, the Commission calculates EPCOR's 2021 Y and Z factor threshold as \$1.76 million.

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<sup>10</sup> Exhibit 25866-X0002, table 2.4-1.

<sup>11</sup> Decision 20414-D01-2016 (Errata), paragraph 5.

<sup>12</sup> Decision 20414-D01-2016 (Errata), paragraph 8, and Appendix 5, Section 2, I factor, PDF pages 98-99.

<sup>13</sup> Decision 2012-237: Rate Regulation Initiative, Distribution Performance-Based Regulation, Proceeding 566, Application 1606029-1, September 12, 2012.

<sup>14</sup> Decision 20414-D01-2016 (Errata), Appendix 5, Section 8, Z factor, PDF page 101.



19. Accordingly, EPCOR's 2020 Y and Z factor materiality threshold is set at \$1.76 million. EPCOR is directed to provide a Y and Z factor threshold calculation in its future annual PBR rate adjustment applications.

### **Y factor**

20. Y factor includes costs that do not qualify for capital treatment or Z factor treatment and that the Commission considers should be directly recovered from customers or refunded to them.<sup>15</sup> EPCOR applied for a Y factor amount of \$11.80 million, inclusive of carrying costs.<sup>16</sup> No party objected to this amount.

21. The Commission has assessed the amounts included in EPCOR's applied-for Y factor and finds they were adequately supported, properly calculated and in compliance with previous Commission directions. The Commission has also reviewed EPCOR's Y factor carrying costs, and finds that they are properly calculated and consistent with the applicable provisions of Rule 023.<sup>17</sup> Accordingly, the applied-for Y factor amount is approved as filed.

### **Z factor**

22. Z factors account for the impact of material exogenous events for which the company has no other reasonable cost recovery or refund mechanism within the PBR plan.<sup>18</sup> EPCOR did not apply for any Z factor adjustments in 2021.

### **Q value**

23. Q value represents the percentage change in billing determinants. For electric distribution utilities under the price cap mechanism, this percentage change is calculated across all billing determinants, including energy, demand and the number of customers.<sup>19</sup> No party objected to EPCOR's applied-for Q value of -1.06 per cent.<sup>20</sup>

24. The Commission has reviewed EPCOR's calculation of its 2021 Q and finds it to be properly calculated and consistent with the approved methodology. Accordingly, the Commission approves EPCOR's 2021 Q of -1.06 per cent. The Commission directs EPCOR to continue providing Q value calculations in its future annual PBR rate adjustment filings.

### **K-bar factor**

25. K-bar funding provides incremental Type 2 capital funding to supplement the revenues generated under the I-X mechanism.<sup>21</sup> 2018 K-bar was calculated by taking the difference between the revenue requirement associated with 2018 notional capital additions and the I-X

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<sup>15</sup> Decision 2012-237, paragraphs 617 and 631. Largely the same Y factor definition was adopted in Decision 20414-D01-2016 (Errata), Appendix 5, Section 3, Y factor, PDF page 99.

<sup>16</sup> Exhibit 25866-X0002, Table 2.8-1.

<sup>17</sup> Rule 023: *Rules respecting the payment of interest.*

<sup>18</sup> Decision 2012-237, paragraphs 523-524.

<sup>19</sup> Decision 2013-435: Distribution Performance-Based Regulation, 2013 Capital Tracker Applications, Proceeding 2131, Application 1608827-1, December 6, 2013, paragraph 499.

<sup>20</sup> Exhibit 25866-X0013 – Appendix K - K-Bar Model, tab 8. Q Factor, line 55.

<sup>21</sup> Decision 22394-D01-2018: Rebasings for the 2018-2022 PBR Plans for Alberta Electric and Gas Distribution Utilities, First Compliance Proceeding, Proceeding 22394, February 5, 2018, paragraph 167.

related revenue for each project or program included in Type 2 capital.<sup>22</sup> For each year, the K-bar is calculated following similar steps as those for 2018, with adjustments made to account for the effects of inflation and productivity growth, growth in billing units (Q value), and changes to the weighted average cost of capital.<sup>23</sup> These updated parameters are to be used in the K-bar accounting test to calculate the amount of incremental Type 2 capital funding for a given year.

26. EPCOR has applied for the 2021 K-bar funding of \$30.93 million.<sup>24</sup> No party objected to EPCOR's applied-for K-bar funding.

27. The Commission has reviewed EPCOR's schedules showing the calculation of the 2021 K-bar amount and finds that it followed the methodology set out in Decision 22394-D01-2018. Therefore the Commission approves EPCOR's 2021 K-bar of \$30.93 million. The 2021 K-bar will be subject to a further true-up for the 2021 actual approved cost of debt.

### **K factor**

28. In the current PBR plan, K factor is used to recover the Type 1 capital funding that provides additional funding, above that provided in base rates, for projects that meet the specific criteria established by the Commission.<sup>25</sup> Type 1 capital tracker projects can be approved on a placeholder basis if a utility submits an officer's certificate showing the internal approved forecast associated with the Type 1 capital tracker project for the upcoming year. K factor can also be used to deal with any capital tracker true-up amounts from the prior generation PBR plan.

29. EPCOR did not apply for any Type 1 capital funding for 2021.

#### **4.1.1 Forecast billing determinants and prior year variance analysis**

30. In Decision 23355-D02-2018,<sup>26</sup> the Commission directed EPCOR to continue to provide annual and monthly forecasts of billing determinants in its future annual PBR rate adjustment filings. Detailed 2021 billing determinant forecasts were provided in Appendix C of the application.<sup>27</sup>

31. EPCOR indicated that its 2021 billing determinants forecast was based on the same methodology approved in Decision 24882-D01-2019 and throughout the PBR regime,<sup>28</sup> with the exception of the Direct Connect (DC), Customer Specific (CS) and Customer Specific, Totalized (CST) rate classes, as explained further below.

32. No party objected to the billing determinant forecast with the exception of the CCA noting in its argument that it was concerned about the varying forecast methods of the DC and CST rate classes without clear reasons why one method is preferable to another.<sup>29</sup> In the

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<sup>22</sup> Decision 22394-D01-2018, paragraph 169.

<sup>23</sup> Decision 22394-D01-2018, paragraph 223.

<sup>24</sup> Exhibit 25866-X0013 – Appendix K - K-Bar Model, tab 4. K Bar, cell Z2.

<sup>25</sup> Decision 20414-D01-2016 (Errata), paragraph 198.

<sup>26</sup> Decision 23355-D02-2018: Rebasng for the 2018-2022 Performance-Based Regulation Plans for Alberta Electric and Gas Distribution Utilities, Second Compliance Proceeding, Proceeding 23355, October 10, 2018, paragraph 276.

<sup>27</sup> Exhibit 25866-X0005 – 2021 Billing Determinants.

<sup>28</sup> Exhibit 25866-X0002, paragraph 13.

<sup>29</sup> Exhibit 25866-X0046, CCA Argument, paragraph 12.

application, EPCOR explained why it considered these rate classes to be exceptions, as addressed in the sections below.

#### 4.1.1.1 Direct Connect customer rate class

33. In the prior annual PBR rate adjustment filing, EPCOR forecast the DC rate class by increasing the same month of the prior year by 1 per cent. In this application, EPCOR updated its 2021 forecasting methodology for the DC rate class to use a three-year average of energy and demand based on its belief that the three-year average would smooth out any deviations in a given year.<sup>30</sup>

34. In an IR,<sup>31</sup> the Commission queried whether the decrease in consumption for the DC customers was going to be permanent, as EPCOR noted in the application that the customer who made up the largest decrease in the DC rate class stated they were working on permanently reducing their consumption.<sup>32</sup> The Commission asked EPCOR to explore alternative forecasting methods as using a three-year average may not best capture a known future decrease in consumption.

35. EPCOR responded<sup>33</sup> that changing the DC rate class energy forecast to reflect a more conservative approach is reasonable and proposed to use a one-year actual method to forecast 2021 energy consumption for the DC rate class instead of a three-year average. As provided in the IR response, this results in a 2021 forecast of 311,827 megawatt hours (MWh), in place of the originally applied-for forecast of 344,398 MWh based on a three-year average.<sup>34</sup> However, EPCOR pointed out in its IR response that as the DAS charge for DC customers is a fixed, daily rate and the AESO DTS charges are flowed through to the DC customers without conversion to SAS rates, the DC energy forecast has no impact on rates for DC customers or other rate classes.<sup>35</sup>

### Commission findings

36. Based on the record of this proceeding, the one-year actual method (that is, forecasting next year's billing determinants based on the actual data from the preceding July to June period) for the DC rate class appears to the Commission to be a preferable forecasting method for this year given the declining trend and the customer information available. However, as EPCOR has noted in its IR response, there is no rate impact to DC customers or other rate classes due to a change in energy forecast change. For regulatory efficiency, the Commission will not require EPCOR to change its 2021 billing determinants forecast for the DC rate class. However, in its 2022 annual PBR rate adjustment filing, EPCOR is directed to address the issue of the apparent declining consumption trend and comment on the most accurate forecasting method for the DC rate class given the declining trend and most up-to-date customer information available.

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<sup>30</sup> Exhibit 25866-X0002, paragraph 14.

<sup>31</sup> Exhibit 25866-X0037, EDTI-AUC-2020OCT02-002.

<sup>32</sup> Exhibit 25866-X0002, paragraph 22.

<sup>33</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-002(a).

<sup>34</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-002, Table EDTI-AUC-2020OCT02-002-1.

<sup>35</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-002(a).

#### 4.1.1.2 CST and CS customer groups

37. In the prior annual PBR rates filing, EPCOR forecast the CS and CST rate classes by using one year of historical actual data.<sup>36</sup> EPCOR updated its 2021 forecasting methodology for the CS and CST rate classes to use a three-year average of energy and demand as EPCOR believed the three year average would smooth out any deviations in a given year.<sup>37</sup>

38. The CST customer class consists of only one customer. In an IR,<sup>38</sup> the Commission queried whether the three-year average method was the best methodology for forecasting the single customer's declining usage trend, which EPCOR stated was due to a significant change in the customer's use of on-site generation.<sup>39</sup> The Commission asked EPCOR to explore alternative forecasting methods as a three-year average may not best capture the customer's declining usage trend.

39. EPCOR responded<sup>40</sup> that it was unsure whether a more conservative method, based on more recent actual consumption, will result in a better forecast of actual consumption given the customer's unpredictable use of on-site generation. EPCOR further stated that given the customer's consumption can vary greatly due to use of on-site generation, using a year-over-year change method may produce a forecast which compounds irregularities.

40. In the Commission's IR, a table was provided to EPCOR showing the historical and forecast consumption of the CST customer, provided below for convenience:

**Table 1. CST customer historical and forecast consumption**

Year	Actual MWh	½ Actual / ½ forecast MWh	Forecast MWh
2015	277,098		
2016	274,849		
2017	237,898		
2018	258,003		
2019	171,767		
2020		181,144	
Last 12 months of actuals (July 2019 – June 2020)	156,150		
2021			203,638

Source: Exhibit 25866-X0037, EDTI-AUC-2020OCT02-003(a).

41. As the table above shows, consumption in 2018 and prior is much higher than more recent trends. Combined with this is EPCOR's historical over-forecast of this customer's consumption (2019 was over-forecast 27.8 per cent, 2018 was over-forecast 9.22 per cent, 2017 was over-forecast 14.99 per cent)<sup>41</sup> due to the customer's increasing energy reduction initiatives and self-generation ability. While EPCOR explained that the customer is unable to assist in the forecasting process as it prefers the flexibility of responding to market rates to determine when to generate on-site,<sup>42</sup> resulting in more consumption unpredictability, the more recent decreasing

<sup>36</sup> Exhibit 25866-X0002, paragraph 14.

<sup>37</sup> Exhibit 25866-X0002, paragraph 14.

<sup>38</sup> Exhibit 25866-X0037, EDTI-AUC-2020OCT02-003.

<sup>39</sup> Exhibit 25866-X0002, paragraph 23.

<sup>40</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-003.

<sup>41</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-003(a).

<sup>42</sup> Exhibit 25866-X0002, paragraph 25.

consumption trends and EPCOR's historical over-forecasting of this customer's consumption must be considered. EPCOR explained in its IR response to the Commission that a change to the CST energy forecast would have no impact on DAS rates of the CST customer or other rate classes, but it would impact SAS rates and the proposed 2021 CST Rider J.<sup>43</sup>

### Commission findings

42. Based on the record of this proceeding, it appears to the Commission that a more conservative forecast methodology is justified for the CST customer, as such methodology may better reflected the customer's recent declining consumption trends. However, the Commission accepts that there is difficulty in predicting the customer's energy consumption due to its ability to self-generate (the level of which is impacted by market conditions according to the customer).<sup>44</sup> In addition, the fact that there is only one customer in this rate class increases the likelihood of more drastic swings in the consumption of this rate class. In light of these considerations, and EPCOR's explanation that a change to the CST energy forecast would have limited impact on distribution rates, the Commission accepts the three-year average forecast methodology as proposed by EPCOR in its application to calculate its 2021 rates.

43. The Commission recognizes EPCOR's challenges of determining an accurate forecast for this customer, particularly when the customer itself is unable to assist, but in the last several years energy consumption has been materially over-forecast and this should inform EPCOR's forecast methodology. In its 2022 annual PBR rate adjustment filing, EPCOR is directed to address the issue of the apparent declining consumption trend by the CST customer and comment on the more accurate forecasting method for the this customer given its declining consumption trend and using the most up-to-date customer information available.

44. In the matter of the CS rate class, the Commission finds that the forecasting methodology change to this rate class to a three-year average is reasonable as the Commission has no specific information to the contrary, so the Commission accepts this methodology change.

45. Based on the Commission's review and assessment of EPCOR's methodology and billing determinants in this proceeding, the Commission finds that the methodology and the resulting 2021 forecast billing determinants are reasonable and they are approved as filed. The Commission reminds EPCOR that once approved, billing determinant forecasting methodologies must be applied consistently during the PBR term unless the Commission orders otherwise.<sup>45</sup>

#### 4.1.1.3 2019 billing determinants variance analysis

46. In Decision 24882-D01-2019, the Commission directed EPCOR to continue to provide information on any variances from forecast to actual billing determinants by rate class and identify the cause of variances larger than  $\pm$  five per cent on an annual basis.<sup>46</sup> In the application, EPCOR reconciled forecast and actual billing determinants from 2019.<sup>47</sup> There were variances larger than  $\pm$  five per cent for the Small Commercial, Time of Use – On Peak Energy, DC and CST rate classes and explanations were provided by EPCOR for each rate class.

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<sup>43</sup> Exhibit 25866-X0039, EDTI-AUC-2020OCT02-003(d).

<sup>44</sup> Exhibit 25866-X0002, paragraph 25.

<sup>45</sup> Decision 20414-D01-2016 (Errata), page 93.

<sup>46</sup> Decision 24882-D01-2019, paragraph 60.

<sup>47</sup> Exhibit 25866-X0002, Section 2.2.1.

## Commission findings

47. The Commission considers that variances from forecasts resulting from circumstances such as those described by EPCOR for 2019 may reasonably be expected. The DC and CST rate class energy variances were the most significant of the variances at -14.7 per cent and -27.8 per cent and may require increased scrutiny by the Commission in future annual rate update applications if their variances continue to occur at this level. EPCOR is directed to continue in future annual rate filings to provide information on any variances from forecast to actual billing determinants by rate class and to identify the cause of variances larger than  $\pm$  five per cent on an annual basis. EPCOR is also directed to comment on whether such large variances that have continued for multiple years necessitate either a more accurate forecasting method or a change in rate structure, or both, for the affected rate class.

### 4.2 True-ups for 2018 and 2019

48. EPCOR proposed to true up its PBR revenue for 2018 and 2019 to reflect the final approval of its 2017 capital tracker true-up amounts in Decision 24980-D01-2020.<sup>48</sup> This was the last placeholder the approval of which EPCOR needed to finalize its 2017 notional revenue requirement and resulting going-in rates and associated amounts.

49. EPCOR provided the detailed calculation of the updated PBR revenue in Appendix B of its application,<sup>49</sup> as reproduced in Table 2 below:

**Table 2. Updated PBR revenue**

	A 2017	B 2018	C 2019	D 2020	E 2021
	(\$ millions)				
1 Base revenue	184.44	185.15	191.25	193.42	195.81
2 ECM [efficiency carry-over mechanism]		2.14	2.17		
3 K-bar		10.98	15.03	21.98	30.93
<b>4 Total</b>	<b>184.44</b>	<b>198.27</b>	<b>208.45</b>	<b>215.40</b>	<b>226.75</b>

Source: Exhibit 25866-X0002, Table 2.7-1.

50. EPCOR has requested approval to true up the following in its application:

- The 2018 and 2019 base rates to reflect the approval of its 2017 capital tracker amounts;
- The 2018 and 2019 ECM revenue to reflect the approval of its 2017 capital tracker amounts;<sup>50</sup> and
- The 2018 and 2019 K-bar to reflect the actual 2018 and 2019 weighted average cost of capital (WACC) rates and the approval of its 2017 capital tracker amounts. The 2018 and

<sup>48</sup> Decision 24980-D01-2020: EPCOR Distribution & Transmission Inc., 2017 Capital Tracker True-Up Compliance Filing to Decisions 23571-D01-2019 and 23571-D02-2019, Proceeding 24980, January 14, 2020.

<sup>49</sup> Exhibit 25866-X0004, Appendix B - 2021 PBR Rate Calculation.

<sup>50</sup> In accordance with paragraph 84 of Decision 20414-D01-2016, the ECM amount is calculated by applying the ECM ROE add-on to the 2017 mid-year rate base, which cannot be finalized until the 2017 K factor amount (capital trackers) is finalized. The determined ECM amount is then escalated by the approved I-X index for each of 2018 and 2019.

2019 WACC placeholder was 6.25 per cent and the actual WACC was 6.19 per cent and 6.06 per cent respectively.

51. EPCOR also provided the table below as a summary of its 2018 and 2019 true-ups:

**Table 3. 2018 and 2019 true-ups**

	A	B	C
	Approved revenue	Updated revenue	True-up required
	(\$ million)		
1 <b>2018</b>			
2 Base revenue	182.42	185.15	2.73
3 ECM	2.09	2.14	0.05
4 K-bar	9.91	10.98	1.07
5 <b>2018 True-up</b>	<b>194.42</b>	<b>198.27</b>	<b>3.85</b>
6 <b>2019</b>			
7 Base revenue	192.08	191.25	(0.84)
8 ECM	2.18	2.17	(0.00)
9 K-bar	17.16	15.03	(2.12)
10 <b>2019 True-up</b>	<b>211.42</b>	<b>208.45</b>	<b>(2.96)</b>
11 <b>Total collection/(refund)</b>			<b>0.88</b>

Source: Exhibit 25866-X0002, Table 2.7-2.

52. EPCOR explained it has added the \$0.88 million true-up to its 2021 PBR rates and plans to true up its 2020 base rates and WACC rate together as part of its 2022 PBR rate adjustment filing.<sup>51</sup>

### Commission findings

53. The Commission has reviewed EPCOR's calculations and explanations of its 2018 and 2019 true-ups, and finds them reasonable. Accordingly the Commission approves the inclusion of these true-up amounts in EPCOR's 2021 PBR rates.

## 5 2021 PBR rates

### 5.1 Distribution rates

54. In previous sections of this decision, the Commission approved individual components of the PBR framework, including the I-X index, Y factor amount and K-bar factor, all of which result in annual adjustments to EPCOR's PBR rates. The Commission also approved EPCOR's forecast billing determinants.

55. EPCOR also provided bill impact schedules reflecting the 2021 proposed rates that will go into effect on January 1, 2021. EPCOR's estimated typical bill impacts for customers are shown in the table below.

<sup>51</sup> Exhibit 25866-X0002, paragraph 36.

**Table 4. Bill impacts of EPCOR's proposed 2021 distribution rates**

Rate class description	Typical bill change December 2020 to January 2021		
	(\$)	Distribution tariff charges <sup>52</sup>	Total charges (bundled) <sup>53</sup>
		(%)	(%)
Residential	0.28	0.5	0.3
Small Commercial	2.25	1.1	0.6
Medium Commercial	134.45	8.8	4.6
Time of Use - Secondary	(191.86)	(2.0)	(1.1)
Direct Connects	13.10	0.1	0.0
Time of Use – Primary	(400.07)	(1.2)	(0.6)
Street Lights	(12,197.56)	(4.0)	(1.9)
Traffic Lights	(27.37)	(0.1)	(0.1)
Lane Lights	(1,550.00)	(9.6)	(4.7)
Security Lights	3.26	3.4	2.8
Customer Specific	(13,505.30)	(6.5)	(3.4)
Customer Specific, Totalized	(181,837.85)	(17.9)	(8.5)
Small Commercial Unmetered:			
- Booth: 2 Lamp	0.61	2.6	1.5
- TV Booster	0.69	2.2	1.2
- China Gate	1.34	1.3	0.7

Source: Exhibit 25866-X0009.01, Appendix G – Bill Comparison, tabs Bill Impact – Rates & Riders; Bill Impact – R & R with Energy.

### Commission findings

56. The Commission has reviewed the schedules setting out the 2021 PBR rate calculations and observes that EPCOR has calculated its 2021 rates consistent with its practices and methodologies previously accepted by the Commission during the current PBR term. The Commission, therefore, accepts the general principles and methodologies utilized by EPCOR for calculating its 2021 PBR rates.

57. The Commission has also reviewed the typical bill impacts from December 2020 to January 2021, in assessing the likelihood of rate shock resulting from the proposed 2021 PBR rates. The Commission observes that the month-over-month changes to total bundled customer bills from December 2020 to January 2021 are not expected to exceed 10 per cent for all rate classes. In the past, the Commission has generally considered a 10 per cent increase from the last approved increase to be the threshold potentially indicative of rate shock.

58. For the reasons set out above, the Commission approves EPCOR's 2021 PBR rates effective January 1, 2021.

<sup>52</sup> Distribution charges only, excluding retail and generation charges. Note: EPCOR does not forecast changes in the retail or generation rates between December and January, explaining why the dollar value variances are the same between both the distribution tariff charges and total charges (bundled) columns.

<sup>53</sup> All charges, comprising distribution, retail and generation charges.



## 5.2 System access service rates

59. In its application, EPCOR requested approval of its 2021 SAS rates, to be effective January 1, 2021.<sup>54</sup> EPCOR indicated that its proposed 2021 SAS rates reflect the rates approved in the Alberta Electric System Operator's (AESO) 2020 Independent System Operator (ISO) tariff, approved in Decision 25175-D01-2020.<sup>55</sup> EPCOR assumed a pool price of \$55.28 per MWh and an operating reserve of 5.90 per cent for 2021, based on EPCOR's actual 2019 monthly average operating reserve percentage.<sup>56</sup>

60. EPCOR indicated that it calculated its proposed 2021 SAS rates using the same cost-of-service study methodologies and rate structure approved for its 2020 SAS rates approved in Decision 24882-D01-2019.<sup>57</sup>

61. Consistent with its past practice, EPCOR proposed to collect the Balancing Pool rebate as a separate rider (Rider G) to its SAS rates. On November 10, 2020, EPCOR submitted a letter in this proceeding to update its 2021 Balancing Pool rider to reflect the 2021 AESO Rider F (Balancing Pool Consumer Allocation Rider) rate of \$2.30/MWh effective January 1, 2021. EPCOR filed a revised Rider G rate schedule.<sup>58</sup>

### Commission findings

62. The Commission has reviewed EPCOR's calculations of its proposed 2021 SAS rates, the underlying assumptions and the 2021 Balancing Pool Rider G and finds them to be reasonable and consistent with its past SAS rate applications. Therefore, the Commission approves the proposed 2021 SAS rates and 2021 Balancing Pool Rider G as shown in appendixes 5 and 6 to this decision, respectively.

## 5.3 Customer Specific rates

63. EPCOR did not apply for any new proposed CS customer rates at the time of filing.

### 5.3.1 CS42 2020 base rate

64. The Commission approved EPCOR's proposed Customer Specific rate CS42 in Decision 24662-D01-2019<sup>59</sup> and directed EPCOR to true up this rate to reflect the 2020 actual WACC and actual in-service date if it differed from the approved date of January 1, 2020. EPCOR stated there is no true-up related to the in-service date as the customer's actual in-service date was as approved.<sup>60</sup> EPCOR further noted that the WACC true-up will be included in the 2022 annual PBR rate adjustment filing once the actual WACC for 2020 is known.

65. In order to determine a 2021 PBR rate for CS42, calculation of the 2020 base rate is required. EPCOR explained<sup>61</sup> the 2020 base rate is calculated by adjusting the 2020 rate to reflect the full year costs, removing the effect of the half-year rule and removing the "flow through"

<sup>54</sup> Exhibit 25866-X0002, Section 3.0.

<sup>55</sup> Decision 25175-D01-2020: AESO 2020 ISO Tariff Update – Interim, February 28, 2020.

<sup>56</sup> Exhibit 25866-X0002, Table 3.0-1.

<sup>57</sup> Exhibit 25866-X0002, paragraph 93.

<sup>58</sup> Exhibit 25866-X0021.01: Schedule - 2021 Balancing Pool Rider.

<sup>59</sup> Decision 24662-D01-2019: EPCOR Distribution & Transmission Inc., 2020 Customer Specific Distribution Access Service Rate Update for an Existing Customer (CS42), Proceeding 24662, October 4, 2019.

<sup>60</sup> Exhibit 25866-X0002, paragraph 80.

<sup>61</sup> Exhibit 25866-X0002, paragraph 82.

cost amount. EPCOR noted, however, that the half-year rule was not applied to the 2020 CS42 rate as no new assets were installed in 2020. The “flow-through amount” included in the first year rate must be removed as current “flow through” costs will be included in the 2021 Y factor.

66. Consistent with the requirements of Decision 2012-237 and the method approved in Decision 2013-072,<sup>62</sup> EPCOR adjusted the full year 2020 revenue requirement using the adjustment factor of 0.9744. The adjustment factor is the same adjustment made to the 2012 approved revenue requirement to determine a 2012 base revenue requirement. EPCOR provided a table in its application showing the calculations for the adjusted CS42 2020 base rate.<sup>63</sup>

### Commission findings

67. The Commission has reviewed the underlying assumptions and calculations for the CS42 2020 base rate and finds them to be consistent with the determinations set out in Decision 2012-237 and Decision 2013-072. Further, they are consistent with the calculations of EPCOR’s other customer specific rates.<sup>64</sup> Therefore, the Commission approves the 2020 base rate for the CS42 customer as \$1,215.44 per day on an interim basis. This rate is subject to change to reflect the actual cost of debt for 2020.

#### 5.3.2 CS49 rate true-up and base rate

68. In Decision 24492-D01-2019<sup>65</sup> the Commission directed EPCOR to true up the CS49 rate to reflect the actual in-service date if it differed from the approved in-service date of September 1, 2020, and to reflect the actual WACC for 2019. EPCOR stated that due to delays initiated by the customer, the in-service date was delayed until November 25, 2019,<sup>66</sup> therefore EPCOR true up the rate for an in-service date of December 1, 2019, as its billing system cannot implement CS rates mid-month. Additionally requiring true-up, the approved CS49 DAS rate was based on a forecast WACC rate of 6.25 per cent and the 2019 actual WACC rate was 6.06 per cent.

69. EPCOR had also committed in Proceeding 24492 to reviewing the customer’s actual demand and promised to update the interchange costs in its 2021 annual PBR rate adjustment filing if an update was warranted.<sup>67</sup> After reviewing the customer’s demand and rates, EPCOR proposed the following additional true-ups and changes:<sup>68</sup>

- (a) A refund of \$57,306 for FortisAlberta Inc. Rate 63 Option A credits which were unintentionally excluded in the initial rate calculation in Proceeding 24492;

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<sup>62</sup> Decision 2013-072: 2012 Performance-Based Regulation Compliance Filings, AltaGas Utilities Inc., ATCO Electric Ltd., ATCO Gas and Pipelines Ltd., EPCOR Distribution & Transmission Inc. and FortisAlberta Inc., Proceeding 2130, Application 1608826-1, March 4, 2013, paragraphs 212-215.

<sup>63</sup> Exhibit 25866-X0002, Table 2.11.1-1.

<sup>64</sup> For example, the 2019 CS49 base rate as approved in Decision 24882-D01-2019; 2020 Annual Performance-Based Regulation Rate Adjustment, December 17, 2019, Section 5.1.

<sup>65</sup> Decision 24492-D01-2019: EPCOR Distribution & Transmission Inc., 2019 Customer Specific Distribution Access Service Rate for a New Customer (CS49), Proceeding 24492, August 21, 2019.

<sup>66</sup> Exhibit 25866-X0002, paragraph 83.

<sup>67</sup> Exhibit 25866-X0002, paragraph 84.

<sup>68</sup> Exhibit 25866-X0002, paragraph 84.

- (b) A refund of \$5,179 for interchange charges included in rate CS49 from September 1 to September 19, 2019;<sup>69</sup> and
- (c) A refund of \$512 due to the use of Time-of-use – Primary rates for six days in November when the customer was billed using those rates due to limitations of EPCOR’s billing system being unable to initiate CS rates mid-month.

70. EPCOR provided a summary of the true-up amounts inclusive of refunds for CS49 in the application, which shows a true-up daily rate of \$33.70.<sup>70</sup>

71. Considering these changes, EPCOR also proposed to update the forecast of the interchange cost that form part of the 2021 CS49 base rate to include FortisAlberta’s Option A – Primary Service Option credit and revision of the expected peak demand used in the calculation of the interchange capacity charges to better align with the charges from FortisAlberta.<sup>71</sup>

72. EPCOR provided calculations for the updated CS49 base rate showing a 2021 base rate of \$379.10 per day that incorporates the updated interchange forecast as explained above and calculated with the 2019 actual WACC rate of 6.06 per cent.<sup>72</sup>

### Commission findings

73. The Commission has reviewed the underlying assumptions and calculations for the CS49 rate true-up and CS49 2021 updated base rate and agrees EPCOR’s methodology is consistent with previous CS rate calculations<sup>73</sup> to obtain its calculated results. Accordingly, the Commission approves the CS49 true-up daily rate of \$33.70 and 2021 updated daily base rate of \$379.10 as calculated by EPCOR.<sup>74</sup>

## 6 Other matters

### 6.1 Terms and conditions of service

74. As part of the application, EPCOR amended its distribution T&Cs in accordance with the I-X mechanism. EPCOR adjusted its maximum investment levels (MILs) and specific customer contributions by the I-X for 2021<sup>75</sup> in its customer DCS T&Cs. Other than this update to its MILs and service fees, EPCOR did not propose any other changes to its DCS T&Cs, DAS T&Cs nor its distribution tariff policies in its application, aside from following the Commission’s direction in Decision 24882-D01-2019,<sup>76</sup> where EPCOR was directed to investigate separating the MILs

<sup>69</sup> Note: The application erroneously indicates in paragraph 84 (2) that the in-service date was based on September 1, 2020, however per Proceeding 24492 the in-service date was based on September 1, 2019.

<sup>70</sup> See 25866-X0002, Table 2.11.2-1 on page 26. Note: Table 2.11.2-1 contains an error in line 3 which shows the in-service true-up as \$6,817, however the correct value is \$76,817. The correct value of \$76,817 was used in Appendix D – CS49 True-up, tab 3.0 CS49 True-up (the Excel daily true-up rate calculation support); therefore this table error did not impact the actual CS49 daily true-up rate calculations. Several of the calculation references in column D of Table 2.11.2-1 are also incorrect.

<sup>71</sup> Exhibit 25866-X0002, paragraph 86.

<sup>72</sup> Exhibit 25866-X0002, Table 2.11.2-2.

<sup>73</sup> For example: Decision 24882-D01-2019, Section 5.1, 2019 CS49 Notional Rate Base and Section 5.2, CS46 rate true-up.

<sup>74</sup> Exhibit 25866-X0002, Table 2.11.2-1 and Table 2.11.2-2.

<sup>75</sup> Exhibit 25866-X0002, Table 5.1.1-1.

<sup>76</sup> Decision 24882-D01-2019, paragraph 91.

from its DCS T&Cs in a stand-alone document. In response, EPCOR has separated Schedule A (MILs) from the DCS T&C's and made it a stand-alone document as Schedule A – Investment Eligibility for the MIL rates update.<sup>77</sup>

### **Commission findings**

75. The Commission has reviewed EPCOR's revised MILs and specific customer contributions provided in Schedule A of the DCS T&Cs for 2021 and finds the proposed increases to the MILs and specific customer contributions to be consistent with Decision 20414-D01-2016 (Errata).<sup>78</sup> Accordingly, the Commission approves EPCOR's customer DCS T&Cs and EPCOR's retailer DAS T&Cs as set out in Appendix 7 and Appendix 8 to this decision, respectively, effective January 1, 2021, on a final basis.

### **6.2 Financial reporting requirements and senior officer attestation.**

76. In Decision 20414-D01-2016 (Errata), the Commission adopted the requirement from Decision 2012-237 that each distribution utility be required to provide the following financial information in its annual PBR rate adjustment filing:

- (a) A copy of its Rule 005 filing.
- (b) A schedule showing disallowed costs, excluded from a distribution utility's ROE.
- (c) Attestations and certifications signed by a senior officer of the distribution utility.<sup>79</sup>

77. The Commission provided a detailed summary or description of each of the above requirements in Section 4.6 of Decision 23355-D02-2018.<sup>80</sup>

78. EPCOR provided the required financial information: a copy of its 2019 Rule 005 filing was provided in Appendix H,<sup>81</sup> a schedule showing disallowed costs was provided in Appendix I,<sup>82</sup> and attestations and certifications signed by a senior officer were provided in Appendix J.<sup>83</sup>

### **Commission findings**

79. The Commission has reviewed the financial information provided by EPCOR and is satisfied that it has complied with the financial reporting requirements set out in Decision 20414-D01-2016 (Errata).

### **6.3 Finalizing the going-in rates and associated 2018 capital factors**

80. As set out in Decision 20414-D01-2016 (Errata), the Commission set the going-in rates for the 2018-2022 PBR plans on the basis of a notional 2017 revenue requirement that was calculated using the actual pre-2017 costs, adjusted as required for anomalies.<sup>84</sup> However, the

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<sup>77</sup> Exhibit 25866-X0022: Schedule A – Investment Eligibility.

<sup>78</sup> Decision 20414-D01-2016 (Errata), Appendix 5, Section 6, Maximum investment levels, PDF page 100.

<sup>79</sup> Decision 20414-D01-2016 (Errata), Appendix 5, Section 10, Financial reporting requirements, PDF pages 101-102.

<sup>80</sup> Decision 23355-D02-2018, paragraphs 71-74.

<sup>81</sup> Exhibit 25866-X0010.

<sup>82</sup> Exhibit 25866-X0011.

<sup>83</sup> Exhibit 25866-X0012.

<sup>84</sup> Decision 20414-D01-2016 (Errata), paragraph 46.

resulting going-in rates and associated 2018 capital factors (K-bar and K factors) were interim because they contained certain items that were either placeholders or subject to review and variance proceedings. In EPCOR's case, the last item that required finalization was the 2017 actual capital tracker amounts.<sup>85</sup>

81. As mentioned previously in Section 4.2, EPCOR received final approval of its 2017 capital tracker amounts in Decision 24980-D01-2020.

82. On November 19, 2020, the Commission issued a letter on the record of this proceeding, notifying EPCOR of its intention to finalize the going-in rates and 2018 capital factors, as all outstanding proceedings and placeholders previously limiting the company's ability to finalize these rates have now been resolved.<sup>86</sup> In response, EPCOR confirmed that the schedules filed as part of the present 2021 PBR rate adjustment application include all adjustments necessary for the purposes of finalizing its going-in rates and associated 2018 capital factors in accordance with Decision 20414-D01-2016 (Errata) and all subsequent decisions and directions impacting these calculations.<sup>87</sup>

### Commission findings

83. The Commission has reviewed EPCOR's notional 2017 revenue requirement and 2018 capital factor schedules, and is satisfied all adjustments have been calculated correctly and are generally in alignment with the Commission's directions in Decision 20414-D01-2016 (Errata) and all subsequent decisions and directions impacting these calculations. Therefore, the Commission approves EPCOR's 2018 going-in rates and 2018 capital factor, K-bar, provided in this proceeding,<sup>88</sup> as final.

## 7 Order

84. It is hereby ordered that:

- (1) EPCOR Distribution & Transmission Inc.'s 2021 rates, options, riders and corresponding rate schedules, as set out in Appendix 4 of this decision, are approved effective January 1, 2021.
- (2) EPCOR Distribution & Transmission Inc.'s system access service tariff set out in Appendix 5 of this decision is approved effective January 1, 2021.
- (3) EPCOR Distribution & Transmission Inc.'s Balancing Pool Rider G set out in [Appendix 6](#) of this decision is approved effective January 1, 2021.

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<sup>85</sup> Exhibit 25866-X0002, paragraph 32.

<sup>86</sup> Exhibit 25866-X0053, AUC letter - Finalizing the going-in rates and associated 2018 capital factors.

<sup>87</sup> Exhibit 25866-X0054, EDTI 2021 PBR Annual Rate Adjustment - Confirmation Letter.

<sup>88</sup> Exhibit 25866-X0004, Appendix B – 2021 PBR Rate Calculation, Schedule 2.0 2018 PBR Rates; Exhibit 25866-X0013, Appendix K – K-Bar Model.

- (4) EPCOR Distribution & Transmission Inc.'s distribution connection service terms and conditions, as shown in Appendix 7 of this decision; distribution access service terms and conditions, as shown in Appendix 8 of this decision; and 2021 distribution tariff policies, as shown in Appendix 9 of this decision, are approved effective January 1, 2021.

Dated on December 17, 2020.

**Alberta Utilities Commission**

*(original signed by)*

Carolyn Dahl Rees  
Chair

**Appendix 1 – Proceeding participants**

<b>Name of organization (abbreviation) Company name of counsel or representative</b>
EPCOR Distribution & Transmission Inc. (EPCOR or EDTI)
Consumers' Coalition of Alberta (CCA)
Office of the Utilities Consumer Advocate (UCA)

Alberta Utilities Commission  Commission panel C. Dahl Rees, Chair  Commission staff N. Sawkiw (Commission counsel) C. Robertshaw A. Jukov
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## Appendix 2 – Summary of Commission directions

This section is provided for the convenience of readers. In the event of any difference between the directions in this section and those in the main body of the decision, the wording in the main body of the decision shall prevail.

1. In accordance with a past Commission direction, EPCOR should use the unrevised actual index values filed in this proceeding as the basis for next year's inflation factor calculations. These values are provided in Appendix 3 to this decision. As well, to facilitate the review of the underlying Statistics Canada indexes, the Commission directs EPCOR to provide dated screenshots of the CANSIM tables used in determining its I factor in future annual PBR rate adjustment filings. .... paragraph 16
2. Accordingly, EPCOR's 2020 Y and Z factor materiality threshold is set at \$1.76 million. EPCOR is directed to provide a Y and Z factor threshold calculation in its future annual PBR rate adjustment applications. .... paragraph 19
3. The Commission has reviewed EPCOR's calculation of its 2021 Q and finds it to be properly calculated and consistent with the approved methodology. Accordingly, the Commission approves EPCOR's 2021 Q of -1.06 per cent. The Commission directs EPCOR to continue providing Q value calculations in its future annual PBR rate adjustment filings. .... paragraph 24
4. Based on the record of this proceeding, the one-year actual method (that is, forecasting next year's billing determinants based on the actual data from the preceding July to June period) for the DC rate class appears to the Commission to be a preferable forecasting method for this year given the declining trend and the customer information available. However, as EPCOR has noted in its IR response, there is no rate impact to DC customers or other rate classes due to a change in energy forecast change. For regulatory efficiency, the Commission will not require EPCOR to change its 2021 billing determinants forecast for the DC rate class. However, in its 2022 annual PBR rate adjustment filing, EPCOR is directed to address the issue of the apparent declining consumption trend and comment on the most accurate forecasting method for the DC rate class given the declining trend and most up-to-date customer information available. .... paragraph 36
5. The Commission recognizes EPCOR's challenges of determining an accurate forecast for this customer, particularly when the customer itself is unable to assist, but in the last several years energy consumption has been materially over-forecast and this should inform EPCOR's forecast methodology. In its 2022 annual PBR rate adjustment filing, EPCOR is directed to address the issue of the apparent declining consumption trend by the CST customer and comment on the more accurate forecasting method for the this customer given its declining consumption trend and using the most up-to-date customer information available. .... paragraph 43
6. The Commission considers that variances from forecasts resulting from circumstances such as those described by EPCOR for 2019 may reasonably be expected. The DC and CST rate class energy variances were the most significant of the variances at -14.7 per cent and -27.8 per cent and may require increased scrutiny by the Commission in future annual rate update applications if their variances continue to occur at this level. EPCOR



is directed to continue in future annual rate filings to provide information on any variances from forecast to actual billing determinants by rate class and to identify the cause of variances larger than  $\pm$  five per cent on an annual basis. EPCOR is also directed to comment on whether such large variances that have continued for multiple years necessitate either a more accurate forecasting method or a change in rate structure, or both, for the affected rate class. .... paragraph 47

### Appendix 3 – Inflation indexes used in the 2021 I factor calculation

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Date	Alberta CPI v41692327 (2002=100)	Alberta AWE v79311387 \$	Average July to June		Year over year % change		2021 I factor %
			AB CPI (2002=100)	AB AWE \$	AB CPI %	AB AWE %	
July 2018	141.80	1149.77					
August 2018	141.60	1159.73					
September 2018	141.10	1139.33					
October 2018	141.40	1142.15					
November 2018	140.70	1149.74					
December 2018	140.50	1141.83					
January 2019	140.50	1147.69					
February 2019	142.00	1141.15					
March 2019	143.10	1155.88					
April 2019	143.70	1143.80					
May 2019	144.00	1183.43					
June 2019	142.70	1169.85	141.93	1152.03			
July 2019	143.60	1161.51					
August 2019	143.40	1166.27					
September 2019	142.90	1174.41					
October 2019	143.60	1192.13					
November 2019	143.60	1171.31					
December 2019	143.70	1171.78					
January 2020	144.70	1187.29					
February 2020	145.50	1179.61					
March 2020	144.10	1169.04					
April 2020	143.00	1243.85					
May 2020	144.10	1250.08					
June 2020	145.00	1205.07	143.93	1189.36	1.41	3.24	<b>2.42</b>

Source: Statistics Canada website (<http://www.statcan.gc.ca>) accessed on August 27, 2020.

## Appendix 4 – 2021 rate schedules

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Appendix 4 - 2021  
rate schedules

(consists of 27 pages)

## Appendix 5 – 2021 transmission SAS tariff

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Appendix 5 - 2021  
transmission SAS tariff

(consists of 24 pages)

## Appendix 6 – 2021 Balancing Pool Rider G

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Appendix 6 - 2021  
Balancing Pool Rider G  
(consists of 1 page)

## Appendix 7 – 2021 DCS terms and conditions

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Appendix 7 - 2021  
DCS terms and condit

(consists of 55 pages)

## Appendix 8 – 2021 DAS terms and conditions

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Appendix 8 - 2021  
DAS terms and condit

(consists of 30 pages)

## Appendix 9 – 2021 distribution tariff policies

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Appendix 9 - 2021  
distribution tariff poli

(consists of 26 pages)



**DT – Schedule 1**  
Distribution Access Service Tariff  
Effective January 1, 2021

RESIDENTIAL SERVICE .....	1
COMMERCIAL/INDUSTRIAL <50 KVA .....	2
COMMERCIAL/INDUSTRIAL 50 KVA TO <150 KVA .....	3
COMMERCIAL/INDUSTRIAL 150 KVA TO <5,000 KVA DISTRIBUTION-CONNECTED .....	4
PRIMARY COMMERCIAL/INDUSTRIAL 150 KVA TO <5,000 KVA DISTRIBUTION CONNECTED .....	6
COMMERCIAL/INDUSTRIAL GREATER THAN 5,000 KVA DISTRIBUTION-CONNECTED.....	8
DIRECT TRANSMISSION-CONNECTED .....	10
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## RESIDENTIAL SERVICE (2021 INTERIM RATE)

### **Price Schedule DAS-R**

**Effective: January 1, 2021**

- For Distribution Access Service for all points of service throughout the territory served by the Company.
- For single-phase service at secondary voltage through a single meter.
- For normal use by a single and separate household.
- Not applicable to any commercial or industrial use.

### **Price**

- The charge for service in any one billing day is the sum of the customer charge and energy charge, determined for each individual point of service.

	<b>Customer Charge (per Day)</b>	<b>Energy Charge (per kWh)</b>
<b>Distribution</b>	DAS-R1* \$0.71057	DAS-R2* \$0.01036

- The minimum daily charge is the customer charge.

### **Application**

- 1) **Price Adjustments** - the following price adjustments (riders) may apply:
- Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the cell references in the attached Table 1.

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## Commercial/Industrial <50 kVA (2021 INTERIM RATE)

### Price Schedule DAS-SC

*Effective: January 1, 2021*

- For Distribution Access Service for all points of service that have a normal maximum demand of less than 50 kVA with single or three-phase electric service at secondary voltage, throughout the territory served by the Company. These services will have energy meters or will have energy consumption on an estimated basis. This rate is also applicable to all sites for which no other rate is applicable

### Price

- Charges for service in any one billing day shall be the sum of the customer charge and energy charge, determined for each individual point of service:

	Customer Charge (per Day)	Energy Charge (per kWh)
<b>Distribution</b>	DAS-SC1* \$0.39479	DAS-SC2* \$0.02786

- The minimum daily charge is the customer charge.

### Application

- Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Commercial/Industrial 50 kVA to <150 kVA (2021 INTERIM RATE)

### Price Schedule DAS-MC

*Effective: January 1, 2021*

- For Distribution Access Service for all points of service that have a normal maximum demand of greater than or equal to 50 kVA and less than 150 kVA, with single or three-phase electric service at secondary voltage, throughout the territory served by the Company. These services will have demand meters.

### Price

- Charges for service in any one billing day shall be the sum of the customer charge, demand charge, and energy charge, determined for each individual point of service:

	Customer Charge (per Day)	Demand Charge (Per kVA per Day)	Energy Charge (per kWh)
<b>Distribution</b>	DAS-MC1* \$0.98893	DAS-MC2* \$0.18214	DAS-MC3* \$0.00532

- The billing demand may be estimated or measured and will be the greater of the following:
  - the highest metered demand during the billing period;
  - 85% of the highest metered demand in the 12 month period including and ending with the billing period;
  - the estimated demand;
  - the contract demand;
  - 5 kVA.
- The minimum daily charge is the sum of the customer charge and the total demand charge.

### Application

- Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the cell references in the attached Table 1.

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## Commercial/Industrial 150 kVA to <5,000 kVA Distribution-Connected (2021 INTERIM RATE)

### Price Schedule DAS-TOU

*Effective: January 1, 2021*

- For Distribution Access Service, single or three-phase, that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA, for all points of service throughout the territory served by the Company from the Alberta Interconnected System. This rate is applicable to all sites that are served at the secondary voltage of the transformer, normally with a delivery voltage of below 1,000 volts.
- The point of service must be equipped with interval data metering.

### Price

- Charges for service in any one billing day shall be the sum of the customer charge, demand charge and on-peak and off-peak energy charges, determined for each individual point of service:

	Customer Charge (per Day)	Demand Charge (per kW per Day)	Energy Charge (per kWh)	
			On-Peak	Off-Peak
<b>Distribution</b>	DAS-TOU1* \$36.71552	DAS-TOU2* \$0.09342	DAS-TOU3* \$0.01253	DAS-TOU4* \$0.00000

- Billing demand** for the distribution charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 85% of the highest metered demand in the 12-month period including and ending with the billing period;
  - the estimated demand;
  - the Contracted Minimum Demand;
  - 50 kilowatts.
- On-Peak** is all energy consumption between 8:00 a.m. and 9:00 p.m. Monday to Friday, excluding statutory holidays.

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**Commercial/Industrial 150 kVA to <5,000 kVA  
Distribution Connected  
(2021 INTERIM RATE)**

**Price Schedule DAS-TOU (Continued)**

**Effective: January 1, 2021**

**Application**

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Special Facilities Charge (Rider E)
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the cell references in the attached Table 1.

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## Primary Commercial/Industrial 150 kVA to <5,000 kVA Distribution Connected (2021 INTERIM RATE)

### Price Schedule DAS-TOUP

*Effective: January 1, 2021*

- For Distribution Access Service, single or three-phase, that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA, for all points of service throughout the territory served by the Company from the Alberta Interconnected System. This rate is applicable to all sites that are served at the primary voltage of the transformer, normally with a delivery voltage of over 1,000 volts.
- The point of service must be equipped with interval data metering.

### Price

- Charges for service in any one billing day shall be the sum of the customer charge, demand charge and on-peak and off-peak energy charges, determined for each individual point of service:

	Customer Charge (per Day)	Demand Charge (per kW per Day)	Energy Charge (per kWh)	
			On-Peak	Off-Peak
<b>Distribution</b>	DAS-TOUP1* \$88.69521	DAS-TOUP2* \$0.08520	DAS-TOUP3* \$0.01258	DAS-TOUP4* \$0.00000

- Billing demand** for the distribution charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 85% of the highest metered demand in the 12-month period including and ending with the billing period;
  - the estimated demand;
  - the Contracted Minimum Demand;
  - 50 kilowatts.
- On-Peak** is all energy consumption between 8:00 a.m. and 9:00 p.m. Monday to Friday, excluding statutory holidays.

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**Primary Commercial/Industrial 150 kVA to <5,000 kVA  
Distribution Connected  
(2021 INTERIM RATE)**

***Price Schedule DAS-TOUP (Continued)***

***Effective January 1, 2021***

***Application***

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) - note
  - Special Facilities Charge (Rider E)
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Commercial/Industrial Greater than 5,000 kVA Distribution-Connected (2021 INTERIM RATE)

### **Price Schedule DAS-CS**

*Effective: January 1, 2021*

- For Distribution Access Service, single or three-phase, that have a maximum demand of greater than or equal to 5,000 kVA in the previous year, for all points of service throughout the territory served by the Company from the Alberta Interconnected System. This rate is also applicable to new sites that forecast to have a normal maximum demand of greater than or equal to 5,000 kVA. The point of service must be equipped with interval data metering.
- Each new site under this rate is required to enter into an Electric Service Agreement with EDTI.
- Where an existing customer has multiple sites, the daily Distribution Access Charge may, at EDTI's discretion, be divided equally or in proportion to costs among those sites.

### **Price**

- Charges for service in any one billing day shall be the sum of the daily Distribution Access Charge determined for each individual point of service:

Customer ID (a Customer may have several sites)	Daily Distribution Access Charge Values (refer to the values associated with the cell references in the attached Table 1)
CS20	DAS-CS20 \$412.15
CS21	DAS-CS21 \$2,021.42
CS22	DAS-CS22 \$448.42
CS23	DAS-CS23 \$279.94
CS24	DAS-CS24 \$404.96
CS25	DAS-CS25 \$468.64
CS26	DAS-CS26 \$701.19
CS27	DAS-CS27 \$504.16
CS28	DAS-CS28 \$1,513.78
CS29	DAS-CS29 \$545.80

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### Price (Continued)

CS30	DAS-CS30 \$145.79
CS31	DAS-CS31 \$594.57
CS32	DAS-CS32 \$367.37
CS33	DAS-CS33 \$272.44
CS34	DAS-CS34 \$461.45
CS35	DAS-CS35 \$2,326.15
CS37	DAS-CS37 \$203.59
CS38	DAS-CS38 \$67.99
CS39	DAS-CS39 \$145.34
CS40	DAS-CS40 \$140.92
CS41	DAS-CS41 \$713.40
CS42	DAS-CS42 \$1,520.92
CS43	DAS-CS43 \$484.53
CS44	DAS-CS44 \$404.24
CS45	DAS-CS45 \$827.05
CS46	DAS-CS46 \$853.73
CS49	DAS-CS49 \$495.54

### Application

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Special Facilities Charge (Rider E)
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Direct Transmission-Connected (2021 INTERIM RATE)

### **Price Schedule DAS-DC**

*Effective: January 1, 2021*

- For Distribution Access Service, single or three-phase, for all points of service throughout the territory served by EDTI from the Alberta Interconnected Electric System that are directly connected to the transmission system.
- The point of service must be equipped with interval data metering.

### **Price**

- Charges for service in any one billing day shall be the sum of the customer charges, determined for each individual point of service:

	<b>Customer Charge (per Day)</b>
<b>Distribution</b>	DAS-DC1* \$10.33945

### **Application**

- 1) **Price Adjustments** - the following price adjustments (riders) may apply:

Local Access Fees (Rider LAF) – See note  
 Special Facilities Charge (Rider E)  
 Temporary Adjustment (Rider DG)  
 Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## GENERATOR\_INTERCONNECTION Distribution-Connected (2021 INTERIM RATE)

### **Price Schedule DAS-DGEN**

**Effective: January 1, 2021**

- For Points of Service served by the Company from the Alberta Interconnected System, with on-site generating equipment connected to the distribution system, which may be used to supply load at the same site.
- For interconnection of the generator to the distribution system.
- The point of service must be equipped with bi-directional interval data metering, for both supply and demand, the cost of which will be in addition to the charges under this rate.
- The Distribution Access Charges from the applicable rate schedule are applied to energy consumption as per customer meter. In addition to the regular Distribution Access Charges, where EDTI provides primary metering and data transfer equipment, the additional charge is:

### **Price**

- Charges for service in any one billing day shall be the sum of the customer charge and other charges defined below:

	<b>Customer Charge (per Day)</b>
<b>Distribution</b>	DAS-DGEN1* \$2.77989

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## GENERATOR INTERCONNECTION Distribution-Connected (2021 INTERIM RATE)

### ***Price Schedule DAS-DGEN (Continued)***

*Effective: January 1, 2021*

### ***Price (Continued)***

#### **Capital Recovery Charges:**

- The cost of the Incremental Interconnection Facilities will be determined as set out in Section 9.4 of the Terms and Conditions for Distribution Service Connections. The total amount will be collected from the customer in accordance with Section 9.5 of the Terms and Conditions for Distribution Service Connections. A contract will be arranged between the customer and the Company, specifying the contract term and the monthly amount, which will be calculated using the Company's rate of return and depreciation in effect at the commencement of the contract term.
- The generating customer will be required to pay all replacement costs for incremental facilities as per Section 9.4 of the Terms and Conditions for Distribution Service Connections.

### ***Application***

#### **1) Price Adjustments** - the following price adjustments (riders) may apply:

- Local Access Fees (Rider LAF) – See note
- Temporary Adjustment (Rider DG)
- Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## STREET LIGHTING SERVICE (2021 INTERIM RATE)

### **Price Schedule DAS-SL**

*Effective: January 1, 2021*

- For services owned by the City of Edmonton for Street Lighting Service

### **Price**

- Charges for service in any one billing month are the sum of the customer charge and demand charges.

	<b>Customer Charge (per Day)</b>	<b>Demand Charge (per kW per Day)</b>
<b>Distribution</b>	DAS-SL1* \$0.13801	DAS-SL2* \$0.40075

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Traffic Control (2021 INTERIM RATE)

### **Price Schedule DAS-TL**

*Effective: January 1, 2021*

- For services owned by the City of Edmonton for Traffic Lights and other Traffic Control Service

### **Price**

- Charges for service in any one billing month are the sum of the customer charge and demand charges.

	<b>Customer Charge (per Day)</b>	<b>Demand Charge (per kW per Day)</b>
<b>Distribution</b>	DAS-TL1* \$0.13801	DAS-TL2* \$0.49845

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Security Lighting Service (2021 INTERIM RATE)

### **Price Schedule DAS-SEL**

*Effective: January 1, 2021*

- For existing unmetered Security Light Service. This rate is not available to new services.

### **Price**

- Charges for service in any one billing month are the sum of the customer charge and demand charges, determined for each individual point of service.

	<b>Customer Charge (per Day)</b>	<b>Demand Charge (per kW per Day)</b>
<b>Distribution</b>	DAS-SEL1* \$0.13807	DAS-SEL2* \$3.68637

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the cell references in the attached Table 1.

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## Lane Lighting Service (2021 INTERIM RATE)

### **Price Schedule DAS-LL**

*Effective: January 1, 2021*

- For services owned by the City of Edmonton for Lane Lights

### **Price**

- Charges for service in any one billing month are the sum of the customer charge and demand charges.

	<b>Customer Charge (per Day)</b>	<b>Demand Charge (per kW per Day)</b>
<b>Distribution</b>	DAS-LL1* \$0.13801	DAS-LL2* \$0.24743

### **Application**

- 1) **Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF)- See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Unmetered Option (2021 INTERIM RATE)

### *Unmetered Option*

*Effective: January 1, 2021*

- For Distribution Access Service for all points of service where energy consumption is small and can be easily predicted. The estimated consumption will be based on equipment nameplate rating and operational patterns.

### **Price**

- These services will be supplied under the price schedule DAS-SC. EDTI reserves the right to audit and re-estimate energy consumption. The customer may provide an acceptable meter socket and request metered service.
- Deemed energy consumption for common unmetered services are as follows: (note that this list of services and estimated daily consumptions are subject to updates)

Device	Estimated daily consumption kWh
Cable Television Signal Booster	10.0
Phone Booth 1 Lamp	2.5
Phone Booth 2 Lamp	5.0
Phone Booth 1 Lamp, 1 Signal	5.3
Phone Booth 2 Lamp, 1 Signal	8.8
Bus Shelter illuminated advertising	6.8
Airport "Caulder high line lights"	1.3
Airport Perimeter lights	25.5
City – China Gate	38.8
City – Drainage Flow Monitors (per location)	5.0
Rail Road Hazard Lights	2.7
CFB	650.0
Traffic Control Lights	See Traffic Control Detail Sheet
Controlled Street, Lane and Security Lights	See Lighting Detail Sheet

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF)- See note
  - Temporary Adjustment (Rider DG)
  - Interim Adjustment (Rider DJ)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

- Refer to the values associated with the cell references in the attached Table 1.

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## SPECIAL FACILITIES CHARGE

### *Rider E*

*Effective: January 1, 2021*

- Applicable to facilities constructed by the Company on customer owned or leased property, as requested by the customer.

### *Price*

- The facilities charge will be set out in a contract, negotiated between the customer and the Company, and will recover the revenue requirement of the applicable facilities. The revenue requirement will be calculated on a rate base of net book value and will include return, depreciation, and operations and maintenance costs.

### *Application*

- Facility charges will normally be billed monthly. Monthly charges are subject to change as new facilities are added or currently installed facilities are retired.
- For facilities shared among more than one customer, a separate contract will be established for each customer making use of the facilities.
- Facilities constructed under Rider E are owned and maintained by the Company.

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## TEMPORARY ADJUSTMENT

### ***Rider DG***

***Effective: January 1, 2021***

- Applicable to all customers, at points of service, throughout the territory served by the Company for energy consumption.
- The Company's applicable charges under the following price schedules will be adjusted by the amounts noted below:

Rate Schedule	Customer Charge per Day	Demand Charge per KW or KVA per Day	Per KWh of Total Energy	Per KWh of On-Peak Energy	Per KWh of Off-Peak Energy
DAS-R	N/A	N/A	N/A	N/A	N/A
DAS-SC	N/A	N/A	N/A	N/A	N/A
DAS-MC	N/A	N/A	N/A	N/A	N/A
DAS-TOU	N/A	N/A	N/A	N/A	N/A
DAS-TOUP	N/A	N/A	N/A	N/A	N/A
DAS-CS	N/A	N/A	N/A	N/A	N/A
DAS-CST	N/A	N/A	N/A	N/A	N/A
DAS-DC	N/A	N/A	N/A	N/A	N/A
DAS-DGEN	N/A	N/A	N/A	N/A	N/A
DAS-SL	N/A	N/A	N/A	N/A	N/A
DAS-TL	N/A	N/A	N/A	N/A	N/A
DAS-LL	N/A	N/A	N/A	N/A	N/A
DAS-SEL	N/A	N/A	N/A	N/A	N/A

Note: Rider DG does not apply to Rider LAF and Rider DJ.

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## TEMPORARY ADJUSTMENT

### ***Rider DG***

***Effective: January 1, 2021***

- Applies to all electric service throughout the territory served by the Company when a charge or refund is approved by the AUC.

Rate Schedule	Customer Charge per Day	Demand Charge per KW or KVA per Day	Per KWh of Total Energy	Per KWh of On-Peak Energy	Per KWh of Off-Peak Energy
DAS-CS20	N/A	N/A	N/A	N/A	N/A
DAS-CS21	N/A	N/A	N/A	N/A	N/A
DAS-CS22	N/A	N/A	N/A	N/A	N/A
DAS-CS23	N/A	N/A	N/A	N/A	N/A
DAS-CS24	N/A	N/A	N/A	N/A	N/A
DAS-CS25	N/A	N/A	N/A	N/A	N/A
DAS-CS26	N/A	N/A	N/A	N/A	N/A
DAS-CS27	N/A	N/A	N/A	N/A	N/A
DAS-CS28	N/A	N/A	N/A	N/A	N/A
DAS-CS29	N/A	N/A	N/A	N/A	N/A
DAS-CS30	N/A	N/A	N/A	N/A	N/A
DAS-CS31	N/A	N/A	N/A	N/A	N/A
DAS-CS32	N/A	N/A	N/A	N/A	N/A
DAS-CS33	N/A	N/A	N/A	N/A	N/A
DAS-CS35	N/A	N/A	N/A	N/A	N/A
DAS-CS37	N/A	N/A	N/A	N/A	N/A
DAS-CS38	N/A	N/A	N/A	N/A	N/A
DAS-CS39	N/A	N/A	N/A	N/A	N/A
DAS-CS40	N/A	N/A	N/A	N/A	N/A
DAS-CS41	N/A	N/A	N/A	N/A	N/A
DAS-CS42	N/A	N/A	N/A	N/A	N/A
DAS-CS43	N/A	N/A	N/A	N/A	N/A
DAS-CS44	N/A	N/A	N/A	N/A	N/A
DAS-CS45	N/A	N/A	N/A	N/A	N/A
DAS-CS46	N/A	N/A	N/A	N/A	N/A
DAS-CS49	N/A	N/A	N/A	N/A	N/A

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## INTERIM ADJUSTMENT

### ***Rider DJ - DAS True-up Rider***

***Effective: January 1, 2021***

- Applies to all electric service throughout the territory served by the Company when a charge or refund is approved by the AUC.
- Current Rider DJ rates are available on EPCOR's website:  
<https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/power-tariffs-terms-and-conditions-edmonton.aspx>

Rate Schedule	Customer Charge per Day	Demand Charge per KW or KVA per Day	Per KWh of Total Energy	Per KWh of On-Peak Energy	Per KWh of Off-Peak Energy
DAS-R	N/A	N/A	N/A	N/A	N/A
DAS-SC	N/A	N/A	N/A	N/A	N/A
DAS-MC	N/A	N/A	N/A	N/A	N/A
DAS-TOU	N/A	N/A	N/A	N/A	N/A
DAS-TOUP	N/A	N/A	N/A	N/A	N/A
DAS-CS*	N/A	N/A	N/A	N/A	N/A
DAS-CST	N/A	N/A	N/A	N/A	N/A
DAS-DC	N/A	N/A	N/A	N/A	N/A
DAS-DGEN	N/A	N/A	N/A	N/A	N/A
DAS-SL	N/A	N/A	N/A	N/A	N/A
DAS-TL	N/A	N/A	N/A	N/A	N/A
DAS-LL	N/A	N/A	N/A	N/A	N/A
DAS-SEL	N/A	N/A	N/A	N/A	N/A

\* See schedule below for Rider DJ charges for CS sites

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## INTERIM ADJUSTMENT

### ***Rider DJ - DAS True-up Rider***

***Effective: January 1, 2021***

- Applies to all electric service throughout the territory served by the Company when a charge or refund is approved by the AUC.

Rate Schedule	Customer Charge per Day	Demand Charge per KW or KVA per Day	Per KWh of Total Energy	Per KWh of On-Peak Energy	Per KWh of Off-Peak Energy
DAS-CS20	N/A	N/A	N/A	N/A	N/A
DAS-CS21	N/A	N/A	N/A	N/A	N/A
DAS-CS22	N/A	N/A	N/A	N/A	N/A
DAS-CS23	N/A	N/A	N/A	N/A	N/A
DAS-CS24	N/A	N/A	N/A	N/A	N/A
DAS-CS25	N/A	N/A	N/A	N/A	N/A
DAS-CS26	N/A	N/A	N/A	N/A	N/A
DAS-CS27	N/A	N/A	N/A	N/A	N/A
DAS-CS28	N/A	N/A	N/A	N/A	N/A
DAS-CS29	N/A	N/A	N/A	N/A	N/A
DAS-CS30	N/A	N/A	N/A	N/A	N/A
DAS-CS31	N/A	N/A	N/A	N/A	N/A
DAS-CS32	N/A	N/A	N/A	N/A	N/A
DAS-CS33	N/A	N/A	N/A	N/A	N/A
DAS-CS35	N/A	N/A	N/A	N/A	N/A
DAS-CS37	N/A	N/A	N/A	N/A	N/A
DAS-CS38	N/A	N/A	N/A	N/A	N/A
DAS-CS39	N/A	N/A	N/A	N/A	N/A
DAS-CS40	N/A	N/A	N/A	N/A	N/A
DAS-CS41	N/A	N/A	N/A	N/A	N/A
DAS-CS42	N/A	N/A	N/A	N/A	N/A
DAS-CS43	N/A	N/A	N/A	N/A	N/A
DAS-CS44	N/A	N/A	N/A	N/A	N/A
DAS-CS45	N/A	N/A	N/A	N/A	N/A
DAS-CS46	N/A	N/A	N/A	N/A	N/A
DAS-CS49	N/A	N/A	N/A	N/A	N/A

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**Table 1: EDTI's 2021 Distribution Tariff Schedules  
(2021 INTERIM RATE)**

Rate Class	New Cell Reference	Interim Rate	Description
Residential	DAS-R1	\$0.71057	per site per day
Residential	DAS-R2	\$0.01036	/kWh of Energy at the Meter
< 50kVA	DAS-SC1	\$0.39479	per site per day
< 50kVA	DAS-SC2	\$0.02786	/kWh of Energy at the Meter
50 to 149 kVA	DAS-MC1	\$0.98893	per site per day
50 to 149 kVA	DAS-MC2	\$0.18214	per kVA per Day
50 to 149 kVA	DAS-MC3	\$0.00532	/kWh of Energy at the Meter
150 to 4999 kW	DAS-TOU1	\$36.71552	per site per day
150 to 4999 kW	DAS-TOU2	\$0.09342	per kW per Day
150 to 4999 kW	DAS-TOU3	\$0.01253	/kWh of On-Peak Energy at the Meter
150 to 4999 kW	DAS-TOU4	-	/kWh of Off-Peak Energy at the Meter
Direct Connects to T.A.	DAS-DC1	\$10.33945	per site per day
150 to 4999 kW - Primary	DAS-TOUP1	\$88.69521	per site per day
150 to 4999 kW - Primary	DAS-TOUP2	\$0.08520	per kW per Day
150 to 4999 kW - Primary	DAS-TOUP3	\$0.01258	/kWh of On-Peak Energy at the Meter
150 to 4999 kW - Primary	DAS-TOUP4	-	/kWh of Off-Peak Energy at the Meter
> 5000 kW - Primary	DAS-CS20	\$412.15	Daily Distribution Access Charge - CS20
> 5000 kW - Primary	DAS-CS21	\$2,021.42	Daily Distribution Access Charge - CS21
> 5000 kW - Primary	DAS-CS22	\$448.42	Daily Distribution Access Charge - CS22
> 5000 kW - Primary	DAS-CS23	\$279.94	Daily Distribution Access Charge - CS23
> 5000 kW - Primary	DAS-CS24	\$404.96	Daily Distribution Access Charge - CS24
> 5000 kW - Primary	DAS-CS25	\$468.64	Daily Distribution Access Charge - CS25
> 5000 kW - Primary	DAS-CS26	\$701.19	Daily Distribution Access Charge - CS26
> 5000 kW - Primary	DAS-CS27	\$504.16	Daily Distribution Access Charge - CS27
> 5000 kW - Primary	DAS-CS28	\$1,513.78	Daily Distribution Access Charge - CS28
> 5000 kW - Primary	DAS-CS29	\$545.80	Daily Distribution Access Charge - CS29
> 5000 kW - Primary	DAS-CS30	\$145.79	Daily Distribution Access Charge - CS30
> 5000 kW - Primary	DAS-CS31	\$594.57	Daily Distribution Access Charge - CS31
> 5000 kW - Primary	DAS-CS32	\$367.37	Daily Distribution Access Charge - CS32
> 5000 kW - Primary	DAS-CS33	\$272.44	Daily Distribution Access Charge - CS33
> 5000 kW - Primary	DAS-CS34	\$461.45	Daily Distribution Access Charge - CS34
> 5000 kW - Primary	DAS-CS35	\$2,326.15	Daily Distribution Access Charge - CS35
> 5000 kW - Primary	DAS-CS37	\$203.59	Daily Distribution Access Charge - CS37
> 5000 kW - Primary	DAS-CS38	\$67.99	Daily Distribution Access Charge - CS38
> 5000 kW - Primary	DAS-CS39	\$145.34	Daily Distribution Access Charge - CS39
> 5000 kW - Primary	DAS-CS40	\$140.92	Daily Distribution Access Charge - CS40
> 5000 kW - Primary	DAS-CS41	\$713.40	Daily Distribution Access Charge - CS41
> 5000 kW - Primary	DAS-CS42	\$1,520.92	Daily Distribution Access Charge - CS42
> 5000 kW - Primary	DAS-CS43	\$484.53	Daily Distribution Access Charge - CS43
> 5000 kW - Primary	DAS-CS44	\$404.24	Daily Distribution Access Charge - CS44

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## 2021 Annual Performance-Based Regulation Rate Adjustment



Rate Class	New Cell Reference	Interim Rate	Description
> 5000 kW - Primary	DAS-CS45	\$827.05	Daily Distribution Access Charge - CS45
> 5000 kW - Primary	DAS-CS46	\$853.73	Daily Distribution Access Charge - CS46
> 5000 kW - Primary	DAS-CS49	\$495.54	Daily Distribution Access Charge - CS49
Street Lights	DAS-SL1	\$0.13801	per site per day
Street Lights	DAS-SL2	\$0.40075	per kW per Day
Traffic Lights	DAS-TL1	\$0.13801	per site per day
Traffic Lights	DAS-TL2	\$0.49845	per kW per Day
Lane Lights	DAS-LL1	\$0.13801	per site per day
Lane Lights	DAS-LL2	\$0.24743	per kW per Day
Security Lights	DAS-SEL1	\$0.13807	per site per day
Security Lights	DAS-SEL2	\$3.68637	per kW per Day
Distribution Connected Generator	DAS-DGEN1	\$2.77989	per site per day

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**Table 2: Values Referenced in Schedule of Miscellaneous Services  
(2021 INTERIM RATE)**

Cell Reference	Value	Description	Services
MMS-A1	\$12.64 per site	Off-Cycle Meter Reads	Metering Services
MMS-A2	\$15.36 per site	Non-Standard Meter Reading Fee	Metering Services
MMS-A3	\$80.66 per site	Non-Standard Meter Installation Fee	Metering Services
MSS-B1	\$106.88 per hour	Retailer Request Settlement Service	Settlement Services
MSS-D1	\$106.88 per report	Settlement Diagnostic Report Not Required by Alberta Settlement System Code	Settlement Services
MDTS-A1	\$106.88 per hour	Retailer Request Service	Distribution and Transmission Tariff Services
MDOS-2-1	\$192.38 plus the construction cost to supply the service	Temporary Set Up of Power Service	Distribution Operation Services
MDOS-3-1	No Charge	De-Energize Service (including the sealing of a meter or disconnecting a service at the pole)	Distribution Operation Services
MDOS-4-1	No Charge	Install/Remove Current Limiter	Distribution Operation Services
MDOS-5-1	No Charge	Remove Meter and Service	Distribution Operation Services
MDOS-7-1	At Customer's Cost	Perform Meter Check/Testing and Meter Proves Functioning	Distribution Operation Services
MDOS-7-2	No Charge	Perform Meter Check/Testing and Meter Proves Unfunctioning	Distribution Operation Services
MDOS-8-1	At Customer's Cost	Upgrade Security Light Equipment	Distribution Operation Services
MDOS-9-1	\$50.61	Manual Connection Fee	Distribution Operation Services
MDOS-9-2	\$10.77	Remote Connection Fee	Distribution Operations Services
MDOS-9-3	\$87.65	No Access Fee	Distribution Operations Services
MDOS-10-1	\$152.84	URD Site Construction Overload Outage Response Fee	Distribution Operation Services
MDOS-EB1	\$106.88 per hour plus actual cost incurred	Meter Tampering	Distribution Operation Services
MFS-E1	\$21.37	Returned Cheque Fee	Financial Services

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**DT – Schedule A**  
Transmission Access Service Tariff  
Effective January 1, 2021

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## RESIDENTIAL SERVICE (2021 FINAL RATE)

### ***Price Schedule SAS-R***

***Effective: January 1, 2021***

- For System Access Service for all Points of Service throughout the territory served by the Company.
- For single-phase service at secondary voltage through a single meter.
- For normal use by a single and separate household.
- Not applicable to any commercial or industrial use.

### ***Price***

- The charge for service in any one billing day is the Energy Charge, determined for each individual Point of Service.

	<b>Energy Charge</b> (per kWh)
<b>Transmission</b>	SAS-R1* \$0.03451

- The minimum daily charge is the Energy Charge.

### ***Application***

- 1) **Price Adjustments** - the following price adjustments (riders) may apply:
- Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.



## Commercial/Industrial <50 kVA (2021 FINAL RATE)

### Price Schedule SAS-SC

*Effective: January 1, 2021*

- For System Access Service for all Points of Service that have a normal maximum demand of less than 50 kVA with single or three-phase electric service at secondary voltage, throughout the territory served by the Company. These services will have energy meters or will have energy consumption on an estimated basis. This rate is also applicable to all sites for which no other rate is applicable

### Price

- Charges for service in any one billing day shall be the Energy Charge, determined for each individual Point of Service:

	Energy Charge (per kWh)
Transmission	SAS-SC1* \$0.03763

- The minimum daily charge is the Energy Charge.

### Application

- Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## Commercial/Industrial 50 kVA to <150 kVA (2021 FINAL RATE)

### Price Schedule SAS-MC

*Effective: January 1, 2021*

- For System Access Service for all Points of Service that have a normal maximum demand of greater than or equal to 50 kVA and less than 150 kVA, with single or three-phase electric service at secondary voltage, throughout the territory served by the Company. These services will have demand meters

### Price

- Charges for service in any one billing day shall be the sum of the Demand Charge and Energy Charge, determined for each individual Point of Service:

	Demand Charge (per kVA per Day)	Energy Charge (per kWh)
<b>Transmission</b>	SAS-MC1* \$0.28427	SAS-MC2* \$0.00551

- The billing demand may be estimated or measured and will be the greater of the following:
  - the highest metered demand during the billing period;
  - 90% of the highest metered demand in the twelve month period including and ending with the billing period;
  - the estimated demand;
  - the contract demand;
  - 5 kVA.
- The minimum daily charge is the sum of the Service Charge and the total Demand Charge.

### Application

- Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## Commercial/Industrial 150 kVA to <5,000 kVA Distribution-Connected (2021 FINAL RATE)

### **Price Schedule SAS-TOU**

**Effective: January 1, 2021**

- For System Access Services, single or three-phase, that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA, for all Points of Service throughout the territory served by the Company from the Alberta Interconnected System. This rate is applicable to all sites that are served at the secondary voltage of the transformer, normally with a delivery voltage of below 1,000 volts.
- The Point of Service must be equipped with interval data metering.

### **Price**

- Charges for service in any one billing day shall be the sum of the Energy Charge, Demand Charge, OSS Charge and Operating Reserve Charges, determined for each individual Point of Service:

	<b>Energy Charge</b> (per kWh)	<b>Demand Charge</b> (per kW per Day)	<b>OSS Charge</b> (per kW per Day)	<b>Operating Reserve</b> (% x kWh delivered during each hour x Applicable Pool Price during each hour)
<b>Transmission</b>	SAS-TOU1* \$0.00211	SAS-TOU2* \$0.41929	SAS-TOU3* \$0.00064	SAS-TOU4* 6.05%

- Billing demand** for the Transmission charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 85% of the highest metered demand in the 12-month period including and ending with the billing period;
  - the estimated demand;
  - the Transmission Contract Demand (TCD);
  - 50 kilowatts.

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**Commercial/Industrial 150 kVA to <5,000 kVA**  
**Distribution Connected**  
**(2021 FINAL RATE)**

***Price Schedule SAS-TOU (Continued)***

***Effective: January 1, 2021***

***Application***

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## Primary Commercial/Industrial 150 kVA to <5,000 kVA Distribution Connected (2021 FINAL RATE)

### **Price Schedule SAS-TOUP**

**Effective: January 1, 2021**

- For System Access Service, single or three-phase, that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA, for all Points of Service throughout the territory served by the Company from the Alberta Interconnected System. This rate is applicable to all sites that are served at the primary voltage of the transformer, normally with a delivery voltage of over 1,000 volts.
- The Point of Service must be equipped with interval data metering.

### **Price**

- Charges for service in any one billing day shall be the sum of the Energy Charge, Demand Charge, OSS Charge and Operating Reserve Charges, determined for each individual Point of Service:

	<b>Energy Charge</b> (per kWh)	<b>Demand Charge</b> (per kW per Day)	<b>OSS Charge</b> (per kW per Day)	<b>Operating Reserve</b> (% x kWh delivered during each hour x Applicable Pool Price during each hour)
<b>Transmission</b>	SAS-TOUP1* \$0.00209	SAS-TOUP2* \$0.38663	SAS-TOUP3* \$0.00059	SAS-TOUP4* 5.98%

- Billing demand** for the System charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 85% of the highest metered demand in the 12-month period including and ending with the billing period;
  - the estimated demand;
  - the Transmission Contract Demand (TCD);
  - 50 kilowatts.

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**Primary Commercial/Industrial 150 kVA to <5,000 kVA  
Distribution Connected  
(2021 FINAL RATE)**

***Price Schedule SAS-TOUP (Continued)***

***Effective: January 1, 2021***

***Application***

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) - Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## Commercial/Industrial Greater than 5,000 kVA Distribution-Connected (2021 FINAL RATE)

### Price Schedule SAS-CS

*Effective: January 1, 2021*

- For System Access Service, single or three-phase, that have a maximum demand of greater than or equal to 5,000 kVA in the previous year, for all Points of Service throughout the territory served by the Company from the Alberta Interconnected System. This rate is also applicable to new sites that forecast to have a normal maximum demand of greater than or equal to 5,000 kVA. The Point of Service must be equipped with interval data metering.
- Each new site under this rate is required to enter into an Electric Service Agreement with EPCOR SYSTEM.

### Price

- Charges for service in any one billing day shall be the sum of the Energy Charge, Demand Charge, OSS Charge and Operating Reserve Charges, determined for each individual Point of Service:

	Energy Charge (per kWh)	Demand Charge (per kW per Day)	OSS Charge (per kW per Day)	Operating Reserve (% x kWh delivered during each hour x Applicable Pool Price during each hour)
<b>Transmission</b>	SAS-CS1* \$0.00206	SAS-CS2* \$0.34141	SAS-CS3* \$0.00052	SAS-CS4* 5.92%

- Billing demand** for the System charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 90% of the highest metered demand in the 24-month period including and ending with the billing period;
  - the estimated demand;
  - the Transmission Contract Demand (TCD);
  - 50 kilowatts.

***EPCOR Distribution & Transmission Inc.'s Terms and Conditions for Distribution Access Service and Terms and Conditions for Distribution Service Connections apply to all retailers and customers provided with Distribution Access Services and/or System Access Service by EPCOR Distribution & Transmission Inc. Both sets of Terms and Conditions are available at EPCOR System offices during normal working hours or on the website [www.epcor.ca](http://www.epcor.ca).***



## Commercial/Industrial Greater than 5,000 kVA Distribution-Connected (2021 FINAL RATE)

### ***Price Schedule SAS-CS (Continued)***

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### ***Application***

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- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## Commercial/Industrial Greater than 5,000 kVA Totalized Distribution-Connected (2021 FINAL RATE)

### Price Schedule SAS-CST

*Effective: January 1, 2021*

- For System Access Service, single or three-phase, that have a totalized maximum demand of greater than or equal to 5,000 kVA in the previous year, for all Points of Service throughout the territory served by the Company from the Alberta Interconnected System. This rate is also applicable to new sites that forecast to have a normal totalized maximum demand of greater than or equal to 5,000 kVA. The Point of Service must be equipped with interval data metering.
- Each new site under this rate is required to enter into an Electric Service Agreement with EPCOR SYSTEM.

### Price

- Charges for service in any one billing day shall be the sum of the Energy Charge, Demand Charge, OSS Charge and Operating Reserve Charges, determined for each individual Point of Service:

	Energy Charge (per kWh)	Demand Charge (per kW per Day)	OSS Charge (per kW per Day)	Operating Reserve (% x kWh delivered during each hour x Applicable Pool Price during each hour)	Fixed Point of Delivery Daily Charge
<b>Transmission</b>	SAS-CST4* \$0.00204	SAS-CST3* \$0.32027	SAS-CST6* \$0.00050	SAS-CST5* 5.91%	SAS-CST7* \$387.03

- Billing demand** for the System charges shall be the higher of:
  - The highest metered demand during the billing period;
  - 90% of the highest metered demand in the 24-month period including and ending with the billing period;
  - the estimated demand;
  - the Transmission Contract Demand (TCD);
  - 50 kilowatts.

***EPCOR Distribution & Transmission Inc.'s Terms and Conditions for Distribution Access Service and Terms and Conditions for Distribution Service Connections apply to all retailers and customers provided with Distribution Access Services and/or System Access Service by EPCOR Distribution & Transmission Inc. Both sets of Terms and Conditions are available at EPCOR System offices during normal working hours or on the website [www.epcor.ca](http://www.epcor.ca).***



## Commercial/Industrial Greater than 5,000 kVA Totalized Distribution-Connected (2021 FINAL RATE)

### ***Price Schedule SAS-CST (Continued)***

#### ***Application***

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment
- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## Direct Transmission-Connected (2021 FINAL RATE)

### **Price Schedule SAS-DC**

*Effective: January 1, 2021*

- For System Access Service, single or three-phase, for all Points of Service throughout the territory served by the Company from the Alberta Interconnected System, that are directly connected to a transmission substation, and do not make any use of System facilities owned by EPCOR System.
- The Point of Service must be equipped with interval data metering.

### **Price**

- Charges for service in any one billing day shall be the sum of the Energy Charge, Demand Charge, OSS Charge and Operating Reserve Charges, determined for each individual Point of Service:

<b>Transmission</b>	The applicable rate(s) of the Alberta Electric System Operator Tariff
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- **Total charges from the AESO for each Point of Delivery applicable to sites on this rate will be flowed through to such sites.**

### **Application**

- 1) **Price Adjustments** - the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## GENERATOR INTERCONNECTION

### Distribution-Connected (2021 FINAL RATE)

#### ***Price Schedule SAS-DGEN***

***Effective: January 1, 2021***

- For Points of Service served by the Company from the Alberta Interconnected System, with on-site generating equipment connected to the System, which may be used to supply load at the same site.
- For interconnection of the generator to the Distribution System
- To charge Generators if the Point of Delivery attracts STS charges from the AESO
- The Point of Service must be equipped with bi-directional interval data metering, for both supply and demand, the cost of which will be in addition to the charges under this rate.

#### ***Price***

- Charges for service in any one billing day shall be the sum of the STS charges from the AESO:

#### **Capital Recovery Charges:**

- The cost of the Incremental Interconnection Facilities will be determined as set out in Section 9.4 of the Terms and Conditions for System Service Connections. The total amount will be collected from the customer in accordance with Section 9.5 of the Terms and Conditions for System Service Connections. A contract will be arranged between the customer and the Company, specifying the contract term and the monthly amount, which will be calculated using the Company's Rate of Return and Depreciation in effect at the commencement of the contract term.
- The Generating customer will be required to pay all replacement costs for incremental facilities as per Section 9.4 of the Terms and Conditions for System Service Connections.

#### ***Application***

##### **1) Price Adjustments** - the following price adjustments (riders) may apply:

- Local Access Fees (Rider LAF) – See Note
- Temporary Adjustment (Rider G)
- Interim Adjustment (Rider J)
- Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

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## STREET LIGHTING SERVICE (2021 FINAL RATE)

### **Price Schedule SAS-SL**

**Effective: January 1, 2021**

- To the Retailer for services owned by the City of Edmonton for Street Lighting Service

### **Price**

- Charges for service in any one billing month are the sum of the Demand Charges.

	<b>Demand Charge (per kW per Day)</b>
<b>Transmission</b>	SAS-SL1* \$0.17599

- Billing demand for the Transmission charges shall be 90% of the highest metered demand in the 12-month period including and ending with the billing period.

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

***EPCOR Distribution & Transmission Inc.'s Terms and Conditions for Distribution Access Service and Terms and Conditions for Distribution Service Connections apply to all retailers and customers provided with Distribution Access Services and/or System Access Service by EPCOR Distribution & Transmission Inc. Both sets of Terms and Conditions are available at EPCOR System offices during normal working hours or on the website [www.epcor.ca](http://www.epcor.ca).***



## Traffic Control (2021 FINAL RATE)

### **Price Schedule SAS-TL**

*Effective: January 1, 2021*

- For services owned by the City of Edmonton for Traffic Lights and other Traffic Control Service

### **Price**

- Charges for service in any one billing month are the sum of the Demand Charges.

	<b>Demand Charge (per kW per Day)</b>
<b>Transmission</b>	SAS-TL1* \$0.80029

- Billing demand for the Transmission charges shall be 90% of the highest metered demand in the 12-month period including and ending with the billing period.

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

***EPCOR Distribution & Transmission Inc.'s Terms and Conditions for Distribution Access Service and Terms and Conditions for Distribution Service Connections apply to all retailers and customers provided with Distribution Access Services and/or System Access Service by EPCOR Distribution & Transmission Inc. Both sets of Terms and Conditions are available at EPCOR System offices during normal working hours or on the website [www.epcor.ca](http://www.epcor.ca).***



## Security Lighting Service (2021 FINAL RATE)

### **Price Schedule SAS-SEL**

**Effective: January 1, 2021**

- For existing unmetered Security Light Service. This rate is not available to new services.

### **Price**

- Charges for service in any one billing month are the sum of the Demand Charges, determined for each individual Point of Service.

	<b>Demand Charge (per kW per Day)</b>
<b>Transmission</b>	SAS-SEL1* \$0.18359

- Billing demand for the Transmission charges shall be 90% of the highest metered demand in the 12-month period including and ending with the billing period.

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF) – See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

***EPCOR Distribution & Transmission Inc.'s Terms and Conditions for Distribution Access Service and Terms and Conditions for Distribution Service Connections apply to all retailers and customers provided with Distribution Access Services and/or System Access Service by EPCOR Distribution & Transmission Inc. Both sets of Terms and Conditions are available at EPCOR System offices during normal working hours or on the website [www.epcor.ca](http://www.epcor.ca).***



## Lane Lighting Service (2021 FINAL RATE)

### **Price Schedule SAS-LL**

*Effective: January 1, 2021*

- For the services owned by the City of Edmonton for Lane Lights

### **Price**

- Charges for service in any one billing month are the sum of the Demand Charges.

	Demand Charge (per kW per Day)
Transmission	SAS-LL1* \$0.16724

- Billing demand for the Transmission charges shall be 90% of the highest metered demand in the 12-month period including and ending with the billing period.

### **Application**

- Price Adjustments** – the following price adjustments (riders) may apply:
  - Local Access Fees (Rider LAF)- See Note
  - Temporary Adjustment (Rider G)
  - Interim Adjustment (Rider J)
  - Short Term Adjustment (Rider K)

Note: The Local Access Fee (LAF) is a surcharge imposed by the City of Edmonton and is not approved by the Alberta Utilities Commission. The LAF applies to all sites within the City of Edmonton.

\* Refer to the values associated with the Cell References in the Attached Table 3.

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## TEMPORARY ADJUSTMENT

### ***Rider G - Balancing Pool Rider***

***Effective: January 1, 2021***

- Applicable to all customers, at points of service, throughout the territory served by the Company for energy consumption.
- Current Rider G rates are available on EPCOR's website:  
<https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/power-tariffs-terms-and-conditions-edmonton.aspx>

Rate Schedule	Energy Charge	Demand Charge per KW or KVA per Day	OSS Charge	Operating Reserve
SAS-R	N/A	N/A	N/A	N/A
SAS-SC	N/A	N/A	N/A	N/A
SAS-MC	N/A	N/A	N/A	N/A
SAS-TOU	N/A	N/A	N/A	N/A
SAS-TOUP	N/A	N/A	N/A	N/A
SAS-CS	N/A	N/A	N/A	N/A
SAS CST	N/A	N/A	N/A	N/A
SAS-DC	N/A	N/A	N/A	N/A
SAS-DGEN	N/A	N/A	N/A	N/A
SAS-SL	N/A	N/A	N/A	N/A
SAS-TL	N/A	N/A	N/A	N/A
SAS-SEL	N/A	N/A	N/A	N/A
SAS-LL	N/A	N/A	N/A	N/A

Note: Rider G does not apply to Rider LAF and Rider J.

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## INTERIM ADJUSTMENT

### ***Rider J - SAS True-Up Rider***

***Effective: January 1, 2021***

- Applies to all electric service throughout the territory served by the Company when a charge or refund is approved by the AUC.
- Current Rider J rates are available on EPCOR's website:  
<https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/power-tariffs-terms-and-conditions-edmonton.aspx>

Rate Schedule	Energy Charge	Demand Charge per KW or KVA per Day	OSS Charge	Operating Reserve
SAS-R	N/A	N/A	N/A	N/A
SAS-SC	N/A	N/A	N/A	N/A
SAS-MC	N/A	N/A	N/A	N/A
SAS-TOU	N/A	N/A	N/A	N/A
SAS-TOUP	N/A	N/A	N/A	N/A
SAS-CS	N/A	N/A	N/A	N/A
SAS-CST	N/A	N/A	N/A	N/A
SAS-DC	N/A	N/A	N/A	N/A
SAS-DGEN	N/A	N/A	N/A	N/A
SAS-SL	N/A	N/A	N/A	N/A
SAS-TL	N/A	N/A	N/A	N/A
SAS-SEL	N/A	N/A	N/A	N/A
SAS-LL	N/A	N/A	N/A	N/A

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## SHORT-TERM ADJUSTMENT

### ***Rider K - Transmission Charge Deferral Account True-Up Rider Effective: January 1, 2021***

- Applies to all electric service throughout the territory served by the Company when a charge or refund is approved by the AUC.
- Current Rider K rates are available on EPCOR's website:  
<https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/power-tariffs-terms-and-conditions-edmonton.aspx>

Rate Schedule	Energy Charge	Demand Charge per KW or KVA per Day	OSS Charge	Operating Reserve
SAS-R	-	N/A	N/A	N/A
SAS-SC	-	N/A	N/A	N/A
SAS-MC	-	N/A	N/A	N/A
SAS-TOU	-	N/A	N/A	N/A
SAS-TOUP	-	N/A	N/A	N/A
SAS-CS	-	N/A	N/A	N/A
SAS-CST	-	N/A	N/A	N/A
SAS-DC	-	N/A	N/A	N/A
SAS-DGEN	-	N/A	N/A	N/A
SAS-SL	-	N/A	N/A	N/A
SAS-TL	-	N/A	N/A	N/A
SAS-SEL	-	N/A	N/A	N/A
SAS-LL	-	N/A	N/A	N/A

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**Table 3: EDTI's 2021 System Access Service Rate Schedules  
(2021 Final RATE)**

Rate Class	Cell Reference	Value	Description
Residential	SAS-R1	\$0.03451	/ kWh of Energy Charge
Commercial/ Industrial Service <50 kVA	SAS-SC1	\$0.03763	/ kWh of Energy Charge
Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SAS-MC1	\$0.28427	/kVA/day of Demand Charge
Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SAS-MC2	\$0.00551	/ kWh of Energy Charge
150 to 5000 kVA (Secondary)	SAS-TOU1	\$0.00211	/ kWh of Energy Charge
150 to 5000 kVA (Secondary)	SAS-TOU2	\$0.41929	/kW/day of Demand Charge
150 to 5000 kVA (Secondary)	SAS-TOU3	\$0.00064	/kW/day of Other System Support Charge
150 to 5000 kVA (Secondary)	SAS-TOU4	6.05%	Operating Reserve Charge (Total Energy x OR% x Pool Price)
150 to 5000 kVA (Primary)	SAS-TOUP1	\$0.00209	/ kWh of Energy Charge
150 to 5000 kVA (Primary)	SAS-TOUP2	\$0.38663	/kW/day of Demand Charge
150 to 5000 kVA (Primary)	SAS-TOUP3	\$0.00059	/kW/day of Other System Support Charge
150 to 5000 kVA (Primary)	SAS-TOUP4	5.98%	Operating Reserve Charge (Total Energy x OR% x Pool Price)
> 5000 kVA	SAS-CS1	\$0.00206	/ kWh of Energy Charge
> 5000 kVA	SAS-CS2	\$0.34141	/kW/day of Demand Charge
> 5000 kVA	SAS-CS3	\$0.00052	/kW/day of Other System Support Charge
> 5000 kVA	SAS-CS4	See Table 4 for the OR%	Operating Reserve Charge (Total Energy x OR% x Pool Price)
CST	SAS-CST4	\$0.00204	/ kWh of Energy Charge
CST	SAS-CST3	\$0.32027	/kW/day of Demand Charge
CST	SAS-CST6	\$0.00050	/kW/day of Other System Support Charge
CST	SAS-CST5	5.91%	Operating Reserve Charge (Total Energy x OR% x Pool Price)
CST	SAS-CST7	\$387.03	Fixed Point of Delivery Daily Charge
Direct Connects to AESO	SAS-DC1	Flowthrough	/ kWh of Energy Charge
Direct Connects to AESO	SAS-DC2	Flowthrough	/kW/day of Demand Charge
Direct Connects to AESO	SAS-DC3	Flowthrough	/kW/day of Other System Support Charge
Direct Connects to AESO	SAS-DC4	Flowthrough	Pool Price Charge (Total Energy)
Direct Connects to AESO	SAS-DC5	Flowthrough	Fixed Point of Delivery Daily Charge Multiplied by applicable Substation Fraction
Photo Eye (Street Lights)	SAS-SL1	\$0.17599	/kW/day of Demand Charge
Continuous Operating Load	SAS-TL1	\$0.80029	/kW/day of Demand Charge
Photo Eye (Security Lights)	SAS-SEL1	\$0.18359	/kW/day of Demand Charge
Photo Eye (Lane Lights)	SAS-LL1	\$0.16724	/kW/day of Demand Charge

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**Table 4: EDTI's 2021 Customer Specific Loss Factor and Operating Reserve Percentage**

Rate Class	Cell Reference	CS Loss Factor	SAS-CS4	Description
> 5000 kW - Primary	CS20	0.16%	5.91%	Specific Distribution Loss Factor - CS20
> 5000 kW - Primary	CS21	0.35%	5.92%	Specific Distribution Loss Factor - CS21
> 5000 kW - Primary	CS22	1.35%	5.98%	Specific Distribution Loss Factor - CS22
> 5000 kW - Primary	CS23	0.18%	5.91%	Specific Distribution Loss Factor - CS23
> 5000 kW - Primary	CS24	0.09%	5.91%	Specific Distribution Loss Factor - CS24
> 5000 kW - Primary	CS25	0.20%	5.91%	Specific Distribution Loss Factor - CS25
> 5000 kW - Primary	CS26	1.44%	5.98%	Specific Distribution Loss Factor - CS26
> 5000 kW - Primary	CS27	0.20%	5.91%	Specific Distribution Loss Factor - CS27
> 5000 kW - Primary	CS28	0.43%	5.93%	Specific Distribution Loss Factor - CS28
> 5000 kW - Primary	CS29	0.38%	5.92%	Specific Distribution Loss Factor - CS29
> 5000 kW - Primary	CS30	0.01%	5.90%	Specific Distribution Loss Factor - CS30
> 5000 kW - Primary	CS31	0.18%	5.91%	Specific Distribution Loss Factor - CS31
> 5000 kW - Primary	CS32	0.19%	5.91%	Specific Distribution Loss Factor - CS32
> 5000 kW - Primary	CS33	1.37%	5.98%	Specific Distribution Loss Factor - CS33
> 5000 kW - Primary	CS34	0.10%	5.91%	Specific Distribution Loss Factor - CS34
> 5000 kW - Primary	CS35	0.30%	5.92%	Specific Distribution Loss Factor - CS35
> 5000 kW - Primary	CS37	0.00%	5.90%	Specific Distribution Loss Factor - CS37
> 5000 kW - Primary	CS38	0.12%	5.91%	Specific Distribution Loss Factor - CS38
> 5000 kW - Primary	CS39	0.72%	5.94%	Specific Distribution Loss Factor - CS39
> 5000 kW - Primary	CS40	1.27%	5.98%	Specific Distribution Loss Factor - CS40
> 5000 kW - Primary	CS41	0.67%	5.94%	Specific Distribution Loss Factor - CS41
> 5000 kW - Primary	CS42	0.57%	5.93%	Specific Distribution Loss Factor - CS42
> 5000 kW - Primary	CS43	0.51%	5.93%	Specific Distribution Loss Factor - CS43
> 5000 kW - Primary	CS44	0.47%	5.93%	Specific Distribution Loss Factor - CS44
> 5000 kW - Primary	CS45	0.59%	5.93%	Specific Distribution Loss Factor - CS45
> 5000 kW - Primary	CS46	0.57%	5.93%	Specific Distribution Loss Factor - CS46
> 5000 kW - Primary	CS49	1.04%	5.96%	Specific Distribution Loss Factor - CS49

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## TEMPORARY ADJUSTMENT

### ***Rider G - Balancing Pool Rider***

***Effective: January 1, 2021***

- Applicable to all customers, at points of service, throughout the territory served by the Company for energy consumption effective January 1, 2021 to December 31, 2021.
- The Company's applicable charges under the following Price Schedules will be adjusted by the amounts noted below:

Rate Schedule	Energy Charge	Demand Charge per KW or KVA per Day	OSS Charge	Operating Reserve
SAS-R	\$0.00238	N/A	N/A	N/A
SAS-SC	\$0.00238	N/A	N/A	N/A
SAS-MC	\$0.00238	N/A	N/A	N/A
SAS-TOU	\$0.00236	N/A	N/A	N/A
SAS-TOUP	\$0.00233	N/A	N/A	N/A
SAS-CS	\$0.00231	N/A	N/A	N/A
SAS CST	\$0.00230	N/A	N/A	N/A
SAS-DC <sup>1</sup>	\$0.00000	N/A	N/A	N/A
SAS-DGEN	N/A	N/A	N/A	N/A
SAS-SL	\$0.00238	N/A	N/A	N/A
SAS-TL	\$0.00238	N/A	N/A	N/A
SAS-LL	\$0.00238	N/A	N/A	N/A
SAS-SEL	\$0.00238	N/A	N/A	N/A

Note: Rider G does not apply to Rider LAF and Rider J.

<sup>1</sup> The AESO Rider F applied directly to Direct Transmission-Connected customers.



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FOR  
DISTRIBUTION CONNECTION SERVICES**



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## ARTICLE 1 - INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions, as approved by the Alberta Utilities Commission (the “Commission”), form part of the Distribution Tariff of EPCOR Distribution & Transmission Inc. (“EDTI”) and are established pursuant to section 102 of the *Electric Utilities Act 2003*, c. E-5.1. The Distribution Tariff is available for public inspection during normal business hours at the business offices of EDTI and can be accessed on EDTI’s web site at:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

These Terms and Conditions apply to EDTI and its relationship with Customers including Load Customers and Generating Customers. All Customers by virtue of their relationship with EDTI are deemed to have accepted these Terms and Conditions.

The service provided by EDTI hereunder is regulated by the Commission and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to EDTI or to the Commission.

No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Commission. Whenever the Commission approves an amendment to these Terms and Conditions, such amendment, including its effective date, will be posted on EDTI’s website at:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

## ARTICLE 2 - DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below:

“**Act**” means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as re-enacted, amended or replaced from time to time;

“**Available EDTI Investment**” means the maximum investment that EDTI will make to extend service to a Customer as set forth in Schedule A;

“**Business Day**” means any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as re-enacted, amended or replaced from time to time;



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**"Civil Work"** includes the completion, installation, repair or replacement of ductwork, trenching, ground disturbance, ground grid, transformer and switching cubicle and pedestal bases, guard rails, manholes, vaults, landscaping and intermediate poles for low voltage service wire (1000 volt or less) on the Customer's property;

**"Commission"** or **"AUC"** means the Alberta Utilities Commission, formerly the Alberta Energy and Utilities Board, established under the *Alberta Utilities Commission Act*, R.S.A., 2007, c. A-37.2, as re-enacted, amended or replaced from time to time;

**"Commitment Agreement"** means the written agreement that may be required at EDTI's sole discretion between a Customer and EDTI whereby the Customer both authorizes the design and construction of new or expanded Facilities and agrees to pay all cancellation costs if the project is cancelled or if the Customer fails to sign an Electric Service Agreement prior to the energization of the new or expanded Facilities;

**"Connected Load"** means the sum of the capacities or ratings of the electric energy consuming apparatus connected or to be connected to EDTI's electric distribution system;

**"Contract Term"** means the period of time during which the Customer continues to take service under these Terms and Conditions until service is no longer required;

**"Contracted Minimum Demand"** means the minimum Demand in kW or kVA specified in the Electric Service Agreement and is calculated as 80% of the Forecast Peak Demand, whether with respect to distribution demand or transmission demand or both;

**"Customer"** includes a Load Customer and a Generation Customer;

**"Customer Contribution"** means the sum of the Distribution Contribution and the Transmission Contribution that the Customer shall pay to EDTI to install the Facilities necessary to provide a Service Connection to the Customer.

**"Customer Usage Information"** means information regarding the historical electricity consumption of a Customer;

**"Default Supplier"** means a Retailer appointed by EDTI pursuant to section 3 of the RRR Regulation;

**"Demand"** means the maximum rate at which Energy is delivered (expressed in kW, kVA or other suitable unit) at a given instant or averaged over any designated period of time;

**"Distributed Generation"** means a generating unit that is interconnected with EDTI's electric distribution system.

**"Distribution Access Service"** has the meaning given to it in the Act;



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**“Distribution Extension Costs”** means the estimated costs of materials, labour, expenses, allocated overhead, and any other costs incurred by EDTI in extending service to a particular Customer, related to distribution voltages of 25 kV and lower;

**“Distribution Contribution”** means the Distribution Capital Costs incurred in extending service to a Customer less the applicable level of any Available EDTI Investment specified in Schedule A for the service;

**“Distribution Interconnection Agreement”** means an agreement entered into between EDTI and a Generation Customer that sets out the provision and obligations of the parties with respect to the interconnection and is required when any Generation Customer interconnects to EDTI’s electric distribution system;

**“Distribution Tariff”** means a distribution tariff prepared by EDTI and approved by the Commission in accordance with section 102 of the Act, which consists of the Rate Schedules, these Terms and Conditions, the Terms and Conditions for Distribution Connection Services and the Distribution Tariff Policies;

**“Distribution Tariff Policies”** means the part of EDTI’s Distribution Tariff that sets out the policies applied by EDTI in implementing the Rate Schedules, these Terms and Conditions and the Terms and Conditions for Distribution Connection Services;

**“Distribution Tariff Services”** means all services provided by EDTI under the Distribution Tariff;

**“Dwelling”** means a private residence provided with sleeping and cooking facilities intended for domestic use and in which the occupants live as a single housekeeping unit that is not part of a Multiple Dwelling;

**“EDTI”** or **“EPCOR Distribution & Transmission”** means EPCOR Distribution & Transmission Inc., and for certainty includes its predecessor in interest by amalgamation EPCOR Distribution Inc.;

**“EDTI Transmission Costs”** has the meaning given to it in Section 7.3.1;

**“Electric Service Agreement”** means an agreement between EDTI and a Customer for the provision of Distribution Access Service in relation to a Service Connection;

**“Electricity Services”** means the services associated with the provision of electricity to Customers, including the exchange of Energy, making financial arrangements to manage financial risk associated with the pool price, Distribution Access Service, system access service, ancillary services, billing, metering, performing load settlement and any other services specified in regulations made under the Act;



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**“Energy”** means electric energy (normally expressed in kiloWatt hours (kWh) or kilo watt (kW));

**“Forecast Peak Demand”** means the expected maximum capacity requirement at a Point of Service which is used to determine the potential level of Available EDTI Investment and the Contracted Minimum Demand;

**“Facilities”** means physical plant (including, without limitation, distribution lines, transformers, meters, equipment, machinery and other electrical apparatus) on EDTI’s side of the Point of Service interconnection excluding transmission facilities;

**“Fee Schedule”** means the fees and charges set forth in Table 2 of DT – Schedule 1 Miscellaneous Services Schedule to EDTI’s Distribution Tariff;

**“Force Majeure”** means circumstances not reasonably within the control of EDTI, 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, the intervention of federal, provincial, state 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 that the lack of funds shall not constitute a circumstance not reasonably within the control of EDTI; **“Generation Customer”** means a generating unit that is interconnected with EDTI’s electric distribution system.

**“Incremental Interconnection Costs”** means the costs of materials, labour, expenses and any other direct costs incurred by EDTI to allow a Generation Customer to make use of EDTI’s electric distribution system.

**“Independent System Operator”** or **“ISO”** means the corporation established by section 7 of the Act;

**“In-service Date”** means the date on which the Customer specifies service is to be available or the date the service is actually available, whichever is later;

**“Interconnected Electric System”** means all transmission facilities and electric distribution systems in Alberta that are interconnected;

**“Interconnection Facilities”** for Generation Customers means all incremental distribution Facilities required to interconnect the circuits of the Generation Customer’s generating facilities to EDTI’s Facilities and all modifications to EDTI’s distribution Facilities required for interconnection which may include, without limitation, poles, lines, substations, service leads and protective and metering equipment;



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“**kVA**” means kilovolt-ampere or kilovolt-amperes;

“**kW**” means kilowatt or kilowatts;

“**kWh**” means kilowatt hour or kilowatt hours;

“**Load**” means the Demand and Energy delivered to or required at any Point of Service;

“**Load Customer**” means a person that is interconnected to EDTI’s electric distribution system for the purpose of purchasing electricity for the person’s own use;

“**Load Settlement**” means “load settlement” as defined in the Act.

“**Local Access Fee**” means the surcharge imposed by the City of Edmonton that is applicable to a Site and not subject to approval by the Commission;

“**Minimum Charge**” means the higher of the rate minimum and the rate applied to the Contracted Minimum Demand;

“**Multiple Dwelling**” means a building containing more than one dwelling which shares all or part of a Service Connection;

“**MW**” means Mega Watt;

“**Non-Standard Meter**” means a meter that does not have the capability of remotely communicating via Radio Frequency signals with EDTI’s advanced metering network;

“**Point of Delivery**”, or “**POD**” means the point at which electrical energy is transferred from a transmission facility owner’s Transmission Facility to a distribution system and where the electric energy so transferred is measured;

“**Point of Service**” means the electrical connection point at which EDTI’s service conductors are connected to the conductors or apparatus of a Customer, which point is more particularly described in EDTI’s Customer Connection Guide, as amended from time to time;

“**Power Factor**” means the ratio of the highest metered Demand measured in kW in a fifteen (15) minute interval to the highest metered Demand measured in kVA in that same interval;

“**Power Pool**” means the scheme operated by the ISO under the Act for the exchange of Energy and financial settlement for the exchange of Energy;

“**Rate Schedules**” means the schedules of EDTI’s Distribution Tariff that set out charges;



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“**RDS Regulation**” means the *Regulated Default Supply Regulation*, A.R. 168/2003, as amended from time to time;

“**RRR Regulation**” means the *Roles, Relationships and Responsibilities Regulation*, A.R. 169/2003, as amended from time to time;

“**Regulated Rate Tariff**” means a regulated rate tariff for the provision of Electricity Services to eligible customers prepared by EDTI, or a person with whom EDTI makes arrangements to do so, pursuant to section 102 of the Act;

“**Retail Electricity Services**” means Electricity Services provided directly to a Customer other than Electricity Services provided to eligible customers under a Regulated Rate Tariff;

“**Retailer**” means a person who sells or provides Retail Electricity Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under EDTI’s Terms and Conditions for Distribution Access Service, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible Customers, and Self-Retailers;

“**Retailer of Record**” means the Retailer who is listed in EDTI’s records through the procedures outlined in its Terms and Conditions for Distribution Access Service, and thereby recognized by EDTI and the Settlement System Code, as a particular Customer’s Retailer for a Point of Service at a particular time;

“**Self-Retailer**” means a person carrying out Retailer functions to obtain Electricity Services solely for its own use;

“**Service Connection**” means the Facilities required to physically connect the Customer’s facilities to EDTI’s electric distribution system to permit the Customer to obtain Distribution Access Service;

“**Settlement System Code**” means the rules respecting Load Settlement approved by the AUC and set out in Rule 021;

“**Site**” means a unique end-use Point of Service, being the finest level at which settlement recognizes retailer assignments, and receives consumption data;

“**Standard Meter**” means an advanced meter that has the capability of remotely communicating via Radio Frequency signals with EDTI’s advanced metering network;

“**System Access Service**” has the meaning given to it in the Act;



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**“Transmission Contribution”** means the EDTI Transmission Costs that are applicable to a particular Customer.

**“Transmission Direct-Connect Customer”** means a Customer at a Site that has an interval meter and receives electricity directly from the Transmission System;

**“Transmission System”** means all transmission facilities as defined in the Act that are part of the Interconnected Electric System;

**"Underground Residential Distribution Site" or "URD Site"** means a single family residential Site that is provided with Distribution Access Service by way of a Service Connection that lies within an area serviced by way of underground residential distribution Facilities.

## 2.2 Conflicts

If there is any conflict between a provision expressly set out in an order of the Commission and these Terms and Conditions, the order of the Commission shall govern.

If there is any conflict between a provision in these Terms and Conditions, as may be amended from time to time, and a provision in an Electric Service Agreement or any other existing or future agreement between EDTI and a Customer relating to a Service Connection or other interconnection to EDTI’s electric distribution system or Distribution Tariff Services, the provision in these Terms and Conditions shall govern.

## 2.3 Extended Meanings

In these 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 neutral genders and vice versa. Word importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

## 2.4 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.

## 2.5 Schedules

The following schedule is attached to and forms part of these Terms and Conditions:



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Schedule A – Available EDTI Investment

Schedule B – Electric Service Agreement

Schedule C – Agreement for Distribution Connection Services

## ARTICLE 3 - GENERAL PROVISIONS

### 3.1 Commission Approval

These Terms and Conditions have been approved by the Commission. EDTI may amend these Terms and Conditions by filing a notice of amendment with the Commission. Included in the notice to the Commission shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendments. Within 60 days after such notice is filed, the Commission will either acknowledge the notice of the amendment to the Terms and Conditions or direct a further process to deal with the requested change as the Commission deems appropriate. If the Commission acknowledges notice of the amendment, the amendment will take effect upon the date of such acknowledgement.

### 3.2 Customer Guides

EDTI has developed the Customer Connection Guide, Application Guide to Power Producers and Technical Guideline For Interconnection of Generators to the Distribution System (“Guides”) to set out for Customers understand the normal requirements of EDTI in relation to interconnections to EDTI’s electric distribution system including requirements intended to ensure the safety of its employees and the safety and reliability of its electric distribution system. EDTI will amend the Guides, from time to time, to reflect changes to the electric utility industry, changes in EDTI’s requirements or the changing needs of EDTI’s Customers. A copy of the Guides, and amendments to the Guides, will be filed with the Commission for information purposes. While EDTI will endeavour to follow practices in the Guides, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Guides. A copy of the Guides can be accessed on EDTI’s website at:

<https://www.epcor.com/products-services/power/new-power-connection/Pages/default.aspx>

### 3.3 Fees and Other Charges

EDTI will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by EDTI to a





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Customer will be charged a separate rate or fee such as those included, without limitation, in the Fee Schedule.

### **3.4 Billing Customers**

EDTI may bill the Customers directly for Customer Contributions, meter tests and other services covered in these Terms and Conditions. A late payment charge of 2.0% per month (26.82% per annum) is applied if the Customer's payment has not been received by EDTI before one month from the date the bill was issued. The Customer is charged a dishonoured cheque charge for each cheque returned for insufficient funds as set forth in the Fee Schedule.

## **ARTICLE 4 - APPLICATION FOR SERVICE CONNECTION**

### **4.1 Information Requirements**

To enable EDTI to provide the requested service, applicants for service shall supply information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information or reference and any other information that may be required by EDTI. The Customer shall refer to EDTI's Customer Connection Guide for customary information requirements.

Upon receipt of the required information, EDTI will advise the applicant of the type and character of the Service Connection it will furnish to the Load Customer, and any special conditions that must be satisfied.

### **4.2 Application**

EDTI reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by EDTI.

For commercial and industrial Customers, written acceptance specifying the Customer has agreed to these Terms and Conditions must be received by EDTI before construction of the service will proceed.

A Customer may be required to sign a Commitment Agreement before construction of the Service Connection will proceed.

A Retailer or any other person acting as an agent of a Customer may apply for a Service Connection on behalf of the Customer. The Retailer or agent must provide EDTI, in a form acceptable to EDTI, verifiable authorization from the Customer to make the application.



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### 4.3 Rejection of Application

EDTI may, without limitation, reject any applicant's request for a Service Connection when:

- (a) the Customer does not have currently in force all authorizations that may be required for the installation of the Service Connection in accordance with Section 4.5; or
- (b) EDTI determines that the form of the Electric Service Agreement is not appropriate for the Service Connection due to its unique nature and the Customer refuses to enter into an alternate form of agreement acceptable to EDTI; or
- (c) any representation made by the applicant or the Customer to EDTI for the purpose of obtaining a Service Connection is, in EDTI's opinion, fraudulent, untruthful or misleading; or
- (d) the Customer has not, when requested by EDTI to do so, provided a signed written application for a Service Connection, Electric Service Agreement or Commitment Agreement; or
- (e) the type of Service Connection applied for is not available or not normally provided by EDTI in the locality where the Service Connection is requested; or
- (f) the requirements of the Customer Connection Guide have not been met; or
- (g) the proposed Connected Load, in EDTI's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of EDTI's personnel or EDTI's Facilities.

### 4.4 Customer Contracts

#### 4.4.1 Electric Service Agreement

The following Customers must sign an Electric Service Agreement in respect of a Service Connection substantially in the form of the Electric Service Agreement attached as Schedule B:

- (a) a Customer at a new site having a forecasted peak demand of 1,500 kVA or higher, and



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- 
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the forecasted peak demand at the site will be 1,500 kVA or greater after the modifications have been completed.

The following Customers must sign an Electric Service Agreement in respect of a Service Connection substantially in the form of the Electric Service Agreement attached as Schedule C:

- (a) a Customer at a new site having a Forecast Peak Demand of 150 kVA but less than 1,500 kVA, and
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the Forecast Peak Demand at the site will have a capacity of 150 kVA, but less than 1,500 kVA after the modifications have been completed.

Other Customers connected or connecting to EDTI's electric distribution system may be required by EDTI to sign an Electric Service Agreement in respect of a Service Connection. Customers with a Forecast Peak Demand of less than 150 kVA generally are not required to sign an Electric Service Agreement. The Electric Service Agreement shall be signed by the Customer and not by a Retailer or any other person acting as an agent of the Customer.

The initial term of the Customer's Electric Service Agreement shall be effective on the date service is first made available to the Point of Service.

If the Customer continues to take service beyond the initial term, the Electric Service Agreement remains in effect until terminated by either party in accordance with Article 13.

#### **4.4.2 Commitment Agreement**

EDTI, in its sole discretion, may require a Customer to sign a Commitment Agreement, to be in effect until an Electric Service Agreement is executed or the request for a Service Connection has been cancelled.

#### **4.4.3 Transfer of Contractual Obligations**

All services, whether or not they require EDTI assignment consent, that are properly transferred to an affiliate or successor taking over the operation of an



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existing facility shall be subject to the terms of the previous Customer's Electric Service Agreements and billing and Demand history. Any change in service requirements as a result of such transfer shall be made in accordance with these Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties.

#### **4.5 Authorizations**

The Customer for a Service Connection shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. EDTI shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of EDTI's requirements applicable to the installation and operation of the Service Connection. EDTI reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by applicants and Customers.

#### **4.6 Temporary Service**

Where EDTI reasonably believes that a requested service will be temporary, it may require the Customer requesting the service to pay EDTI in advance of a Service Connection, the estimated cost of Facilities plus the estimated cost of installation and removal of Facilities necessary for the desired service, less the value of the salvaged material.

#### **4.7 Information and Requirements for Service**

##### **4.7.1 Service Connection Information**

Upon request, EDTI shall provide to the Customer information on the method and manner of making Service Connections. Such information may include a copy of EDTI's Customer Connection Guide, a description of the Service Connection available, location of entrance Facilities, Point of Service and metering equipment, and Customer and EDTI responsibilities for installation of facilities.

##### **4.7.2 Customer Usage Information**

EDTI shall provide standard Customer Usage Information to an agent or consultant, acting on behalf of a Customer, upon request and only after receiving written consent to such disclosure from the Customer, for the 12-month period preceding the date of the request or for such shorter period for which EDTI has collected that information.



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Prior to requesting EDTI to release Customer Usage Information, the agent or consultant shall be responsible for obtaining and providing to EDTI the written authorization from the Customer referred to above in a form satisfactory to EDTI.

Customer Usage Information will be provided by EDTI at no cost.

#### **4.8 Connection Fee**

The Standard Connection Fee set out in the Fee Schedule will be charged to the Customer at the time of construction.

#### **4.9 Construction Loads in Underground Residential Distribution Areas**

This section applies to URD Sites.

Where the electricity provided to a URD Site is to be used for construction purposes, the Customer will limit electricity consumption at the Site to a maximum continuous load of not greater than 30 Amps.

Where continuous electricity consumption (such as electric heater loads used during construction) of greater than 30 Amps will be required at the URD Site, the Customer must notify EDTI and apply for the installation of a temporary Service Connection that is capable of handling the higher load. The Customer requesting the temporary Service Connection will pay EDTI the cost of any required Facilities plus the cost of installation and removal of such Facilities necessary for the temporary Service Connection, less the value of the salvaged material. EDTI, at its sole discretion, may require the Customer to pay these costs in advance of the installation of the temporary Service Connection, in which case the costs will be based on estimates prepared by EDTI.

Should an outage occur on a Service Connection for a URD Site where electricity is being used for construction purposes and EDTI determines at its sole discretion that the outage was caused by a maximum continuous load of greater than 30 Amps at the URD Site, then the Customer responsible for the Site will be required to pay the URD Site Construction Overload Outage Response Fee set out in the Fee Schedule. EDTI will only fully re-energize the Service Connection if the Customer at the URD Site confirms to EDTI's satisfaction that the consumption at the Site will be reduced to a maximum continuous consumption of no greater than 30 Amps. If the Customer fails to do so, or if EDTI is unable through reasonable efforts to contact the Customer, then EDTI will only re-connect and re-energize the Service Connection at 120 V.

If two or more outages occur at a URD Site where electricity is being used for construction purposes and EDTI determines at its sole discretion that the outages were caused by a maximum continuous load of greater than 30 Amps at the URD Site, then in addition to



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the other steps that EDTI may take under this Section, EDTI may, at its sole discretion, take any one or more of the actions described in Section 12.2.

## ARTICLE 5 - SERVICE REQUIREMENTS AND FACILITIES

### 5.1 Scheduling for Service Connection

After the Customer has complied with EDTI's application requirements and has been accepted for service by EDTI and complied with the requirements of Section 4.5 and all other local construction, safety standards or regulations, EDTI shall schedule that Customer for Service Connection.

### 5.2 Protection of EDTI's Equipment

#### 5.2.1 Interference with EDTI Facilities

The Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of EDTI's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

#### 5.2.2 Protection of Installed Facilities

The Customer shall furnish and maintain, at no cost to EDTI, the necessary space, housing, fencing, barriers, and foundations for the protection of the Facilities to be installed upon the Customer's premises. If the Customer refuses, EDTI may, at its option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to EDTI's specifications and approval.

#### 5.2.3 Power Factor

A Customer shall design, install and operate its facilities in such a manner as to maintain a Power Factor of not less than 90%. EDTI may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, or EDTI may install at the Customer's cost, such remedial or corrective equipment as EDTI may deem necessary under the circumstances.

#### 5.2.4 Compliance with Requirements and Use of Service Connection

The Customer shall ensure that its facilities comply with the applicable requirements of the *Canadian Electrical Code* and with any other technical guidelines that may be issued from time to time by EDTI. The Customer shall not



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use its Service Connection or Distribution Tariff Services in a manner so as to cause interference with any other Customer's use of a Service Connection or Distribution Tariff Services such as abnormal voltage levels, frequency levels and harmonic levels. At EDTI's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense.

### **5.2.5 Operation of Generator Facilities**

Notwithstanding the provisions in Article 9, the Customer shall not, without the written consent of EDTI, use its own generator facilities in parallel operation with EDTI's electric distribution system.

### **5.3 Relocation of Facilities**

The Customer shall pay all costs of relocating EDTI's Facilities at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by EDTI, the Customer shall pay the estimated cost of the relocation in advance.

### **5.4 Extensions**

A Customer shall not extend or permit the extension of facilities connected to EDTI's distribution system beyond property owned or occupied by that Customer for any Point of Service.

## **ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES**

### **6.1 Easements**

At the request of EDTI, the Customer shall grant, or cause to be granted, to EDTI, without cost to EDTI, such easements or rights-of-way over, upon or under the property owned or controlled by the Customer as EDTI reasonably requires for the construction, installation, maintenance, repair, and operation of the Facilities required for a Service Connection and the performance of all other obligations required to be performed by EDTI hereunder.

### **6.2 Right of Entry**

EDTI's employees, agents and other representatives shall have the right to enter a Customer's property without cost to EDTI during regular business hours or at an alternate time agreed to by the Customer for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing EDTI's Facilities and for any other purpose incidental to the provision of a Service Connection and the Customer shall not prevent or hinder EDTI's entry or ability to complete work on its Facilities or incidental to the Service Connection.



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EDTI will endeavour to provide reasonable verbal or written notice to the Customer when it requires entry to the Customer's property.

EDTI may charge a no access fee as set forth in the Fee Schedule any time EDTI's entry is prevented or hindered in the following circumstances:

- i. where EDTI has provided no less than 24 hours' notice of the need to access the Customer site for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing EDTI's Facilities or for any other purpose incidental to the provision of a Service Connection and EDTI's access to its Facilities is prevented or hindered; or
- ii. where a Customer has made an appointment for EDTI to attend at their site for the purpose of providing any service pursuant to these Terms and Conditions and the Customer fails to either provide no less than 24 hours' notice of cancellation or prevents or hinders EDTI's access.

EDTI's applicable Distribution Tariff Policies will apply where EDTI's access to the meter is prevented or hindered.

### **6.3 Vegetation Management**

In all agreements between the Customer and EDTI regarding the management of vegetation where EDTI owns the Facilities, the Customer is required to give EDTI permission to manage and remove vegetation on the property owned or controlled by the Customer and the right to maintain proper clearances in accordance with the Alberta Electrical and Communications Utility Code. EDTI will make reasonable effort to notify the Customer before such work is performed.

In all agreements between the Customer and EDTI regarding the management of vegetation where the Customer owns the electrical distribution, the Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with EDTI's Facilities. At the request of the Customer and if necessary, EDTI will make reasonable efforts to de-energize the Customer's Service Connection at no cost to the Customer to allow Customer to manage vegetation as required by this section. EDTI may, at the Customer's expense, perform the work that EDTI determines is reasonably required to maintain the integrity of EDTI's electric distribution system. EDTI shall make reasonable efforts to notify the Customer before such work is performed





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## **ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION**

### **7.1 General Requirements**

#### **7.1.1 EDTI Investment**

The investment available from EDTI in relation to the extension of service to a Customer is set out in Schedule A and will apply to the types of services specified in Schedule A. The Forecast Peak Demand will be used for establishing the investment available and the Contracted Minimum Demand.

#### **7.1.2 Estimated Cost**

Upon an applicant's request for a Service Connection, EDTI shall prepare a proposal outlining the estimated cost of the Service Connection and Customer Contribution to be paid by the applicant.

#### **7.1.3 Agreement in Writing**

All agreements requiring payment by the Customer or investment by EDTI shall be in writing and signed by each party.

#### **7.1.4 Application**

The provisions of this Article 7 apply to those Customers who, in EDTI's judgement, will have a permanent Service Connection with EDTI. Customers for temporary service shall be governed by Section 4.6 concerning temporary service applications.

#### **7.1.5 Changes**

The payment, if any, required by Section 7.1.2 is based on EDTI's assumption respecting the method of construction and the routing of the Facilities required to serve the Customer in accordance with the Customer's request for a Service Connection. If the assumed method of construction or routing of Facilities is changed for reasons beyond EDTI's reasonable control as a result of which EDTI would incur costs in excess of those estimated on the basis of such assumptions, then the Customer shall pay to EDTI the amount by which the cost of such changed method of construction and/or routing of Facilities is estimated by EDTI to exceed such costs as originally estimated. EDTI will outline the estimated costs and the Customer shall make payment to EDTI as set out in the Customer's proposal as so revised, provided that in such case the Customer shall have the right to cancel its Electric Service Agreement by paying to EDTI all costs then incurred by EDTI in respect of the Service Connection requested.



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## 7.2 Determination of Distribution Extension Costs and Distribution Contributions

### 7.2.1 Distribution Extension Costs

The Distribution Extension Costs incurred by EDTI in extending service to a Customer may consist of the following:

- (a) the local Facilities required to extend service for the sole purpose of an individual Customer;
- (b) where a new extension will serve a number of new Customers, an amount that represents a share of the total capital cost of the shared extension as follows:

$$\frac{(\text{Customer's Forecast Peak Demand}) \times (\text{Distribution Extension Costs})}{(\text{Total expected demand served by extension})}$$

- (c) if the Customer extension requires an upgrade to EDTI's Facilities, the upgrade costs incurred by EDTI may form part of the Customer's extension cost; and
- (d) if a Customer or a well defined group of Customers request EDTI to advance the upgrade of existing Facilities, the costs of the upgrade including but not limited to, incremental higher costs associated with construction in a season other than what would be normally be done, carrying costs, and higher construction costs associated with additional mobilization and demobilization from advancing the construction of Facilities, may be classified as customer-related.

### 7.2.2 Customer Distribution Contribution

If the total Distribution Extension Costs are less than the investment available from EDTI as specified in the Fee Schedule for the service, the Customer will not be required to make any contribution. In all other cases, the Customer will be required to pay a Distribution Contribution and an agreement for payment of the Distribution Contribution must be made between the Customer and EDTI before any work on the extension is commenced.

Under no circumstances will the level of Available EDTI Investment exceed the Distribution Extension Costs.



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### **7.3 Determination of EDTI Transmission Costs and Transmission Contributions**

#### **7.3.1 EDTI Transmission Costs**

EDTI may incur transmission costs (“EDTI Transmission Costs”) as a result of entering into contracts for provision of System Access Service in support of Customers’ electricity supply requirements. EDTI Transmission Costs include but are not limited to contributions and application fees made by EDTI in respect of a Point of Delivery providing System Access Service to a Customer. The EDTI Transmission Costs incurred by EDTI in extending service to a single Customer served from one Point of Delivery, the Customer’s Transmission Contribution will be equal to the total EDTI Transmission Costs incurred by EDTI.

#### **7.3.2 Customer Transmission Contribution**

If a Transmission Contribution is applicable to a Customer, then an agreement for payment of the Transmission Contribution must be made between the Customer and EDTI before any work on the extension is commenced.

### **7.4 Changes in Point of Delivery Demand**

EDTI reserves the right to pass through to the Customer any costs from the ISO incurred by it as a direct result of:

- (a) EDTI being required to establish a new POD contract, or increase to the contract demand in an existing POD contract, or
- (b) a change in the Customer’s service requirements resulting in costs that EDTI would not otherwise recover, or
- (c) the Customer terminating service as provided Section 13.2.

### **7.5 Refunds of Contributions**

When a Customer provides a Distribution Contribution under section 7.2 to obtain service at Point of Service, EDTI may refund a portion of the contribution if the events referred to in this Section occur during the initial term of the Customer’s Electric Service Agreement.

#### **7.5.1 Change in Contracted Minimum Demand**

A Customer at an existing Point of Service may receive a refund where an Electric Service Agreement with an increased Contracted Minimum Demand is executed as described in the section “Changes to Service Requirements”.



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### **7.5.2 Cost Sharing**

If a new Customer shares the costs of an existing extension, a Customer may receive a refund based on the proportion of the costs of the shared extension that are used by the new loads relative to the total load supplied by the shared extension. Refunds, in whole or in part, are made without interest to the current Customer at the Point of Service.

No refund in relation to a Distribution Contribution shall be payable unless an event referred to in this Section occurs during the initial term of the Electric Service Agreement.

Customer Transmission Contributions may be refunded to a Customer in whole or in part, if EDTI receives a refund of EDTI Transmission Costs which can be attributed to the Customer.

### **7.6 Delay in Taking Service**

In circumstances where EDTI will install Facilities to serve a subdivision or a multiple dwelling residence, and it is determined that service will not be taken within twelve (12) months of the In-service Date, the Customer shall pay for the entire cost of the new extension. For each Point of Service in the subdivision or multiple dwelling residence that is energized within five (5) years of the In-service Date, EDTI will refund the payment for each Point of Service based on any applicable Available EDTI Investment level specified in Schedule A. Otherwise, EDTI shall be entitled to retain such payment as compensation for its costs incurred.

### **7.7 Conversion from Overhead to Underground Service**

A Customer may request that existing EDTI Facilities be converted from overhead to underground service. The Customer, or any other person who is acting on behalf of a Customer and who provides EDTI with verifiable authorization from the Customer, will be charged for all costs incurred by EDTI in connection with the conversion, including, without limitation, the following:

- (a) the present value of future revenue streams associated with the existing Facilities which are being removed, plus
- (b) the estimated cost of removing the existing Facilities, less the estimated salvage value, plus
- (c) the estimated cost for the installation of the new underground Facilities, less any investment that may be available from EDTI as specified in Schedule A.



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## ARTICLE 8 - SERVICE CONNECTION

### 8.1 Customer Responsibility

#### 8.1.1 Facilities and Service Connection

The Customer shall be responsible for the installation and condition of all facilities on the Customer's side of the Point of Service including all Civil Work in relation to the Service Connection. The Customer shall be responsible for any destruction of or damage to EDTI's Facilities where the destruction or damage is caused by a negligent act or omission or wilful misconduct of the Customer, its directors, officers, agents, employees and representatives or anyone permitted by the Customer to be on the premises.

The Customer shall comply with all applicable requirements of EDTI in relation to its Service Connection and interconnection with EDTI's electric distribution system, including EDTI's Customer Connection Guide, as amended from time to time.

The Customer assumes full responsibility for the proper use of the Service Connection or the service provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property.

#### 8.1.2 Protective Devices

The Customer shall be responsible for determining whether the Customer needs any devices to protect the Customer's facilities from damage that may result from the use of a Service Connection or Distribution Tariff Services. The Customer shall provide and install any such devices.

#### 8.1.3 Service Calls

EDTI may require a Customer to pay the actual costs of a requested service call if the source of the problem is the Customer's facilities.

#### 8.1.4 Standards for Connection

The Customer's installation shall conform to the requirements of EDTI's Customer Connection Guide, as amended from time to time and/or such further requirements as EDTI may establish from time to time. Copies of such guidelines are available on request and from EDTI's website.



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### **8.1.5 Interference with EDTI's Property**

No one other than an employee or authorized agent of EDTI shall be permitted to remove, operate, or maintain meters, electric equipment and other EDTI Facilities. The Customer shall not interfere with or alter the meter, seals or other Facilities or permit the same to be done by any person other than the authorized agents or employees of EDTI. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances as determined in EDTI's sole discretion to have been beyond the Customer's control, such as "Acts of God" and other similar circumstances. Such Facilities shall be installed at points most convenient for EDTI's access and service and in conformance with applicable laws and regulations in force from time to time.

### **8.2 Unauthorized Use**

Where EDTI determines that there has been unauthorized use of the Service Connection or Distribution Tariff Services including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby EDTI is denied full compensation for services provided, EDTI will bill the Customer or its Retailer for EDTI's estimate of such unauthorized use. Nothing in this section shall limit any other rights or remedies that EDTI may have in connection with such unauthorized use.

### **8.3 New Multiple Dwellings**

Each individual unit within a new multiple dwelling will be served as a separate Point of Service, unless EDTI agrees otherwise.

Where EDTI and a Customer have agreed that service to a new multiple dwelling shall be delivered through a single Point of Service, the applicable general service (non-residential) price schedule will apply to the service.

### **8.4 Mobile Homes**

Service shall normally be provided to mobile homes through separate Points of Service, based on the applicable residential price schedule.

Service provided to common use areas (e.g. laundry facilities) in a mobile home park shall be separately metered and billed at the applicable general service price schedule.

In mobile home parks or trailer courts where EDTI reasonably believes homes are temporary, EDTI may elect to provide service only through the Point of Service billed to the mobile home park or trailer court.



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## 8.5 Frequency and Voltage Levels

EDTI will make every reasonable effort to supply energy at 60-Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and as specified in the Customer Connection Guide. Some voltage levels set out in the Customer Connection Guide may not be available at all locations served by EDTI.

## 8.6 Minimum Charges

The Minimum Charge calculated in accordance with the Rate Schedules will be applicable.

## ARTICLE 9 - GENERATION CUSTOMERS

### 9.1 General

This Article sets out specific terms and conditions related to Generation Customers that are in addition to any applicable terms and conditions set out in other Articles of these Terms and Conditions.

Generation Customers have generating facilities that are interconnected to EDTI's electric distribution system and may or may not be exporting Energy to the Interconnected Electric System. Generation Customers may also have on site load requirements or generator stand-by/supplemental load requirements to which the applicable terms and conditions of these Terms and Conditions will apply.

All Generation Customers are required to enter into a Distribution Interconnection Agreement with EDTI to establish detailed terms, conditions and provisions with respect to safe and effective operation of the specific interconnection.

### 9.2 Interconnection

A Generation Customer or other person acting on behalf of the Generation Customer must apply in writing for interconnection to EDTI's electric distribution system. The application must include all relevant information concerning site location, facility requirements and requested export levels. Any requested changes to these requirements must be provided in writing to EDTI.

The interconnection of a generator to EDTI's electric distribution system must not create a safety hazard to Customers, the public or operating personnel, nor compromise the reliability, power quality or effective operation of the Interconnected Electric System or any part thereof and shall comply with all applicable legislation, policies, standards, rules or codes of federal, provincial or local regulatory entities, the Power Pool, the ISO or electric distribution or transmission facility owners, as they may change from time to time.



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Prior to interconnecting generating facilities to EDTI's electric distribution system, the Generation Customer shall:

- (a) satisfy all participant and application requirements of the Power Pool (if the generator is producing electricity beyond on-site requirements thereby exporting into the Interconnected Electric System and exchanging Energy through the Power Pool);
- (b) comply with all applicable requirements of EDTI including its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time;
- (c) obtain and provide copies of required permits, licences and authorization to EDTI including the Commission's approval and order to connect and acceptance from the local inspection and code enforcement authorities;
- (d) satisfy all requirements of EDTI in relation to the generating facility metering set out in Section 9.3.5 below;
- (e) execute a Distribution Interconnection Agreement with EDTI; and
- (f) execute an agreement with EDTI which will specify technical and operating requirements if it wishes to operate in parallel operation with or as supplementary, auxiliary or stand-by-service to any other source of Energy.

### **9.3 Generation Customer Responsibilities**

#### **9.3.1 Responsibility for Facilities and use of Service**

The Generation Customer will be responsible for the design, installation, maintenance and condition of all facilities on the Distributed Generation Customer's side of the Point of Service, except metering or other equipment owned by EDTI.

The Generation Customer shall comply with all applicable requirements of EDTI including its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time.

The Generation Customer shall be responsible for any destruction of or damage to EDTI's Facilities where the destruction or damage is caused by a negligent act or omission or wilful misconduct of the Distributed Generation Customer, its directors, officers, agents, employees and representatives or anyone permitted by the Customer to be on the premises.





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The Generation Customer assumes full responsibility for the proper use of the service provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Generation Customer's premises or on premises owned or controlled by the Generation Customer that are not the Generation Customer's property.

### 9.3.2 Protective Devices

The Generation Customer shall be responsible for determining whether it needs any devices to protect its equipment from damage that may result from the interconnection to EDTI Facilities. The Generation Customer shall provide and install any such devices. The Generation Customer will provide EDTI with the required documentation and settings for such devices. Where EDTI has determined that there are adverse impacts on other Customers or operating processes, EDTI can order modifications to such devices. The Generation Customer must obtain written approval from EDTI for any modifications to such devices.

The Generation Customer must use tele-protection signals or other such reliable means to separate the generator from the Interconnected Electric System during islanding conditions. The Generation Customer shall be responsible for any damages that are caused as a result of failure to safely separate during an islanding situation.

### 9.3.3 Disconnection for Safety Reasons

In addition to the provisions of Section 9.2, the Interconnection Facilities will include an acceptable visible disconnect switch as a means of isolating the Generation Customer's generating facilities from EDTI's electric distribution system. EDTI may disconnect a Generation Customer's generating facilities from EDTI's electric distribution system without prior notice where in EDTI's opinion:

- (a) the Generation Customer has violated the terms of the Distribution Interconnection Agreement with EDTI; or
- (b) the Generation Customer has permitted its facilities to deteriorate and become hazardous; or
- (c) the Generation Customer facilities fails to comply with applicable standards and requirements of EDTI including those as set out in EDTI's Application Guide to Power Producers or its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time; or
- (d) the use of the service may cause damage to EDTI's Facilities or interfere with or disturb service to any other Customer.



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EDTI will reconnect the service when the safety problem is resolved and when the Generation Customer has provided, or paid EDTI's costs of providing, such devices or equipment as may be necessary to resolve such safety problems and to prevent damage, interference or disturbance.

### **9.3.4 Service Calls**

EDTI may require a Generation Customer to pay the actual costs of a requested service call if the source of the problem is the Generation Customer's facilities.

### **9.3.5 Metering and Settlement**

The Generation Customer will be responsible for installing bi-directional, four quadrant metering facilities to measure active energy and reactive energy produced by the generator, and consumption of power, active energy and reactive energy, flowing from the electric distribution system to the Generation Customer's facilities. The metering facilities shall be in compliance with the standards set by EDTI.

Where export of power to the Interconnected Electric System is not required, the Generation Customer will be responsible for installing uni-directional, two quadrant metering to separately record active and reactive power.

At the request of EDTI, the Generation Customer shall install additional metering facilities if EDTI determines that the existing metering facilities are inadequate or not properly configured to measure the full consumption flowing from EDTI's distribution system to the Generation Customer's facilities. EDTI reserves the right to install additional metering, at the Generation Customer's cost, as it deems necessary to ensure accurate measurement of consumption from EDTI's distribution system.

The power production information must be provided to EDTI, the ISO and the Power Pool in a format and frequency which is acceptable to these entities. EDTI may use the power production information for internal use.

The Generation Customer must provide EDTI with consumption information in a form acceptable to EDTI whether or not the Distributed Generation Customer consumes power from EDTI's distribution system.

Upon receipt of a request by the Generation Customer, EDTI will install bi-directional, four quadrant metering facilities to measure active and reactive energy as identified earlier in Section 9.3.5. EDTI will be responsible to interrogate the meter and perform all settlement system code transactions with the ISO and the Power Pool. The Generation Customer will be provided with consumption and



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power production information for its internal use. The Generation Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs

Telemetry is required for all generating units in excess of 5MW in capacity, or where EDTI has determined that telemetry is required in order to maintain reliable operation of the distribution system.

### **9.3.6 Meter Test**

EDTI reserves the right to request meter test information from the Generation Customer.

If metering facilities have been removed for reasons such as, but not limited to, testing or inspection, EDTI may estimate the demand and amount of energy supplied, but not registered, at the Point of Service.

EDTI may, at any reasonable time, read, inspect, remove and test a meter owned or controlled by the Generation Customer. EDTI shall have the right to enter a Generation Customer's property for the purpose of reading, inspecting, testing or removing the meter, and the Generation Customer shall not prevent or hinder EDTI's entry.

### **9.3.7 Energy or Demand Diversion**

If under any circumstance a Generation Customer prevents a meter from accurately recording the total Demand or Energy supplied from EDTI's distribution system, or the consumption information has been found corrupted, EDTI may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.

EDTI may then estimate the Demand and amount of Energy supplied but not registered at the Point of Service. The Generation Customer shall pay the cost of the estimated Demand and Energy consumption, plus all costs related to the investigation and resolution of the diversion.

### **9.3.8 Permits, Licences and Authorizations**

The Generation Customer shall obtain and provide to EDTI copies of all required permits, licenses and other authorizations prior to any change in service requirements at any point of interconnection, which include:

- (a) any required approval of the Commission; and
- (b) acceptance from the local inspection and code enforcement authorities.



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### 9.3.9 Approvals

The Generation Customer must obtain written approval from EDTI before any modification is made to the Generation Customer's system.

The Generation Customer will be responsible for becoming and maintaining its status as a Power Pool participant and complying with any Power Pool requirements for any Energy delivered to the Power Pool (if the generator is producing electricity beyond on-site requirements thereby exporting into the Interconnected Electric System and exchanging Energy through the Power Pool).

The Generation Customer will be responsible for securing all required technical, commercial, or operational arrangements with ISO and the Power Pool.

The Generation Customer will be responsible for providing technical information to EDTI as required. EDTI will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Distributed Generation Customer.

The Generation Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the ISO and EDTI, and as specified in the Interconnection Agreement between the Generation Customer and EDTI. EDTI shall have the right to inspect the Generation Customer's facilities for compliance.

EDTI will be responsible for providing technical information to the Generation Customer as required. The Generation Customer will treat this information as confidential and will not release such information to any other parties without the express and written consent of EDTI.

## 9.4 Incremental Interconnection Costs

The Generation Customer will be required to pay all incremental interconnection costs as determined by EDTI, to allow the Generation Customer to make use of EDTI's electric distribution system, including:

- (a) any costs of connection to EDTI's electric distribution system, including any cost sharing to Load Customers;
- (b) any costs to upgrade existing distribution facilities;
- (c) an application fee associated with performing engineering estimates, planning, operating or protection studies or any additional or routine modelling and testing required by the ISO;



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- (d) any costs of protection, anti-islanding circuitry, communication facilities, telemetry or modification to distribution or transmission facilities required to reliably separate the generator from the electric system.

An agreement for payment of the incremental costs must be made between the Generation Customer and EDTI before any work on the interconnection is commenced;

The Generation Customer shall be required to pay all replacement costs for all incremental interconnection facilities including the replacement of assets at the end of useful life or replacement due to failure, including but not limited to, elements such as transformers, poles, regulators, capacitors, line conductor, and teleprotection systems. EDTI may provide the Distributed Generation Customer with an option to pay for the replacement costs over time as provided in section 9.5.

If a new Customer or Generation Customer shares a portion or all of an existing extension, to which the interconnection costs relates, EDTI will refund a portion of the Generation Customer's contribution based on the amount of extension shared and the ratio of the Generation Customer's operating Load to the total operating Load.

## 9.5 Payment Options and Credit Requirements

### 9.5.1 Payment Option

EDTI may provide the Generation Customer with an option to pay for the incremental interconnection costs determined under section 9.4 over time, providing the Generation Customer satisfies the credit requirements listed herein. The payment period will not exceed five years.

### 9.5.2 Minimum Financial Criteria

Subject to review and reassessment of the creditworthiness of a Generation Customer by EDTI from time to time, EDTI has established the following minimum financial criteria for Generation Customers requesting to pay for the incremental costs over time. The Generation Customer will be deemed to have met the credit requirements if:

- (a) the Generation Customer or an affiliate or person which guarantees the financial obligation of the Generation Customer in a manner acceptable to EDTI has at least an "A" rating for its senior, unsecured, non-credit enhanced, long term from Standard and Poor's bond rating service or an equivalent rating from a major reputable bond rating service satisfactory to EDTI; or



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- (b) the Generation Customer provides, in a manner acceptable to EDTI, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, a trust company, credit union or other lending institution that is acceptable to EDTI.

### **9.5.3 Required Credit Information**

EDTI will require the following minimum information and supporting documentation to conduct a credit risk assessment of the Generation Customer:

- (a) most recent credit rating report from a recognized rating agency and a list of bank credit and trade references, including address, phone numbers and bank officer;
- (b) audited financial statements for the latest two years (two most recent annual report to shareholders, if applicable);
- (c) description of the corporate structure, including the name of the chief executive officer and chief financial officer;
- (d) legal name, address, phone, and fax numbers of the Generation Customer; and
- (e) certificate specifying the names, titles, and specimen signatures of the persons authorized to approve and confirm contracts.

### **9.5.4 Costs**

All costs associated with obtaining financial security and meeting prudential requirements are the responsibility of the Generation Customer.

## **ARTICLE 10 - METERS**

### **10.1 Installation of Meters**

#### **10.1.1 Provision and Ownership**

EDTI shall provide, install, and seal one or more meters for the purpose of measuring the Energy delivered to a Customer by way of a Service Connection. Time of use or interval meters and associated communication equipment shall be installed for a Customer who has a connected load exceeding 150 kVA. Each meter shall remain the sole property of EDTI.



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### 10.1.2 Responsibility of Customer

Each Customer shall provide and install a Canadian Standards Association approved meter receptacle or other Canadian Standards Association approved facilities suitable for the installation of EDTI's meter or metering equipment.

### 10.2 Location

Meter locations shall be approved by EDTI based on type of service and convenience of access to the meter. Where a meter is installed on a Customer-owned pole, the pole shall be provided and maintained by the Customer as required by the *Canadian Electrical Code* and any applicable legislation.

### 10.3 Access to Meters

EDTI may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Customer. Upon written request to EDTI, the Customer may access pulse data directly from its interval meter by requesting installation of a pulse card. EDTI provides pulse cards on a cost recovery basis.

At the request of a Customer, EDTI shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated for this purpose. EDTI charges a fee as set forth in the Fee Schedule. If the meter is inaccurate, EDTI will refund the fee and make appropriate adjustments to the applicable bills. If the meter is found to be accurate, EDTI will keep the fee to cover the cost of testing the meter.

### 10.4 Energy or Demand Diversion

If under any circumstances, a person other than an EDTI employee, agent or contractor, prevents a meter from accurately recording the total demand or energy supplied, EDTI may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.

EDTI may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Customer shall pay the cost of the estimated demand and energy consumption plus all costs related to the investigation and resolution of the diversion.

### 10.5 Changes to Metering Equipment

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



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- (a) A Customer may decline the installation of a Standard Meter on written request to EDTI provided that:
- (1) the Customer receives service at a Site that is a Dwelling or Multiple Dwelling without a multiple-meter installation as described in the Customer Connection Guide; and
  - (2) the service rating is 200 amp or less; and
  - (3) EDTI has regular and ongoing access to the meter.
- (b) A Customer may request that a Standard Meter be replaced with a Non-Standard Meter on written request to EDTI provided that:
- (1) the Customer receives service at a Site that is a Dwelling or Multiple Dwelling without a multiple-meter installation as described in the Customer Connection Guide; and
  - (2) the service rating is 200 amp or less; and
  - (3) EDTI has regular and ongoing access to the meter.

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

A Customer at a Site that is metered by a Non-Standard Meter that has declined the installation of a Standard Meter prior to January 1, 2016 shall be required to pay the “*Non-Standard Meter Reading Fee*” as set out in the Miscellaneous Fee Schedule.

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

Where a Customer at a Site that is metered by a Non-Standard Meter pursuant to this section discontinues service, EDTI will install a Standard Meter to be used to meter energy to that Site for its future Customers.

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

Should a Customer request new metering equipment beyond the basic service, EDTI shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Customer and meet EDTI’s requirements. The Customer shall bear the cost of providing and installing the metering equipment and





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ongoing operating costs. The cost for upgrading to an interval meter is as set forth in the Fee Schedule. For changes to metering equipment on primary distribution voltage levels, the cost of providing and installing such metering equipment and the ongoing operating costs, will be determined on a case by case basis.

The metering equipment shall become the property of EDTI and will be maintained by EDTI. EDTI shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. EDTI shall bill the Customer prior to installation and the Customer shall prepay the cost of installation at least fifteen (15) Business Days prior to proposed installation date. If payment is not received by fifteen (15) Business Days prior to the proposed installation date, EDTI shall have no obligation to proceed with the installation.

Should EDTI have installed an interval meter, including at the request of the Customer, EDTI will, at the request of the Customer, change the interval meter to a demand meter provided that the Customer's usage has been below 150 kVA for a period of more than 12 consecutive months or the request is made in connection with a physical re-configuration of the Customer's service. The Customer shall bear the cost of changing the metering equipment.

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

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

## **ARTICLE 11 - CHANGE IN SERVICE**

### **11.1 Changes to Service Requirements**

A Customer shall give to EDTI reasonable prior written notice of any change in requirements at a Point of Service, including any change in Load to enable EDTI to determine whether or not it can accommodate such revised service without changes to its Facilities. Regardless of whether alterations are required to existing Facilities, if the Customer's Forecast Peak Demand increases, a new Electric Service Agreement must be executed based on the new Forecast Peak Demand. A Retailer, or any other person acting on behalf of a Customer, who provides EDTI with verifiable authorization from the Customer may give such notice to EDTI on the Customer's behalf. If EDTI receives such notice from a Retailer or other person, EDTI may at its option require such notice directly from the Customer.



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The Customer shall not change its requirement for at a Point of Service without EDTI's written permission. The Customer shall be responsible for all damage caused to EDTI's electric distribution system as the result of the Customer changing its requirements for a Service Connection without EDTI's permission.

## 11.2 Changes to EDTI Facilities

If EDTI determines it must modify its Facilities to accommodate a change in a Customer's requirements for a Service Connection, a Customer Distribution Contribution may apply and such contribution will be determined as provided in Section 7.2. A new Electric Service Agreement must be executed to reflect the additional investment made by EDTI.

## 11.3 Impact of Changes on Customer's Electric Service Agreement

### 11.3.1 Increases

Notwithstanding any other provisions in the Terms and Conditions, a new Electric Service Agreement with a revised Contracted Minimum Demand value is required before the Customer may increase its service requirements for a Service Connection. Upon the request of a Customer, EDTI will increase the level of the Customer's Contracted Minimum Demand and calculate the amount of any refund, subject to the following:

- (a) For a Customer who has provided a Distribution Contribution under section 7.2, when a change in the Customer's load requirements results in an increase to the Customer's Contracted Minimum Demand, EDTI will calculate a contribution refund based on the increase in the Contracted Minimum Demand. The contribution refund is payable only if the Customer increases the contracted load within the initial Term of the contract.
- (b) The Customer shall pay any applicable costs that result from increases to the Contracted Minimum Demand.
- (c) The Customer will receive any credits EDTI receives from the ISO, if any, that are a direct result of the increase in the Customer's Contracted Minimum Demand.

A Customer will only be entitled to a refund if the Customer's Contracted Minimum Demand is increased within the initial term of the Electric Service Agreement.

### 11.3.2 Decreases

Notwithstanding any other provisions in the Terms and Conditions, a new Electric Service Agreement with a revised Peak Demand value is required before the



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Customer may decrease its service requirements for a Service Connection. Upon the request of a Customer, EDTI will reduce the level of the Customer's Peak Demand and Contracted Minimum Demand and calculate the applicable buy-down amount based on the decrease in the Contracted Minimum Demand, subject to the following:

- (a) The Customer shall pay the applicable buy-down amount that results from the decrease to the Contracted Minimum Demand; and
- (b) The Customer shall pay any amount charged to EDTI by the ISO as a direct result of the Customer's reduction in the Contracted Minimum Demand.

The buy-down amount is calculated as the change in minimum contracted demand multiplied by the investment rate multiplied by the fraction of the contract term remaining. See below for the buy-down formula.

$$BDC = R_o[CD_o - CD_n](T_r/T_c)$$

BDC – Buy-down Cost [\$]

R<sub>o</sub> – Original Investment Rate [\$/kVA]

CD<sub>o</sub>– Original Contracted Minimum Demand (kVA)

CD<sub>n</sub> – New Contracted Minimum Demand Requested [kVA]

T<sub>r</sub> – Contact Term Remaining [Months]

T<sub>c</sub> – Original Contract Term [Months]

#### 11.4 Changes to System Access Costs

If EDTI must modify its arrangements with the ISO to accommodate a change in Customer's service requirements, the Customer pays for all costs attributable to such modification, including, but not limited to, additional contributions required from EDTI by the ISO. The attributable costs are determined as described in the section "Determination of EDTI Transmission Costs and Transmission Contributions".

### ARTICLE 12 - SERVICE DISCONNECTION AND RECONNECTION

#### 12.1 Disconnection by Customer

##### 12.1.1 Temporary Disconnection

Upon the request of the Customer, EDTI shall temporarily disconnect any Service Connection provided:



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- (a) the Customer agrees to pay any charges made to EDTI by the ISO that will not be recovered as a direct result of the Customer's idle service;
- (b) upon the request to restore service the Customer will be responsible for and pay any applicable charges outlined under section 12.3; and
- (c) if the Service Connection remains disconnected for more than twelve (12) months, it will be considered permanently disconnected and Section 12.1.2 will apply.

### **12.1.2 Discontinuance of Distribution Access Service and Permanent Disconnection**

Customers arrange for termination of Distribution Access Service through their Retailer of Record.

If the Customer requests that the Service Connection be permanently disconnected, the Customer billing for that service will be finalized. At the discretion of EDTI, the Facilities provided by EDTI will be removed.

If within three (3) years of permanent disconnection the Customer requests the Service Connection be restored, the Customer must pay all the costs associated with the original disconnection, removal of the Facilities and restoration of service.

## **12.2 Disconnection by EDTI**

### **12.2.1 Disconnection without Notice**

If EDTI believes there is any actual or threatened danger to life or property, or in any other circumstances, the nature of which, in EDTI's sole judgement requires such action, EDTI has the right to withhold connection or to disconnect a Customer's Service Connection without prior notice to the Customer. More specifically, and without limitation of the foregoing, EDTI may exercise this right in the event that:

- (a) in the opinion of EDTI, the Customer has permitted the Customer's facilities to become hazardous, the Customer's facilities fail to comply with applicable statutes, standards and codes and/or EDTI requirements, or if the use of the Service Connection may cause damage to any other Service Connection or facilities;
- (b) to the knowledge of EDTI, or in its sole judgement, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently. In this event, the Service Connection may not be restored until the Customer facilities are approved by the appropriate authority. EDTI shall provide



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written notice to the Customer within a reasonable time of the reason for the disconnection under this subsection and the actions required for reconnection;

- (c) on account of theft by the Customer of any EDTI Facilities;
- (d) if any tampering with any service conductors, seals or any other Facilities of EDTI or any meters, whether or not provided by EDTI is discovered; or
- (e) if the Customer changes its requirements for a Service Connection or Distribution Tariff Services without the permission of EDTI.

If the disconnection is a result of a safety violation, EDTI will reconnect the service when the safety problem is resolved and when the Customer has provided, or paid EDTI's costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance.

#### **12.2.2 Disconnection with Notice**

EDTI may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of EDTI's other remedies) after providing forty-eight (48) hours advance notice to the Customer, as applicable, in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under these Terms and Conditions (which amount is not the subject of a good faith dispute); provided that a residential rate classification Customer will not be disconnected for non-payment at any time during the period from October 15 to April 15 or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the propose disconnection;
- (b) as required by law;
- (c) subject to Section 12.2.2(a), if the Customer is in violation of any of these Terms and Conditions or any of the terms of an Electric Services Agreement with EDTI;
- (d) any other similar circumstances to those described above that EDTI determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon forty-eight (48) hours notice.



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EDTI also reserves the right to install a load-limiting device or a load-limiting program to restrict the capability of the Service Connection.

### 12.3 Reconnect Service

This Section applies to reconnection or restoration of service to a Customer whose service was previously restricted by a load-limiting device or discontinued (whether at the request of the Customer or not).

Before reconnecting or restoring service, the Customer shall pay:

- (a) any amount owing to EDTI including written off accounts; and
- (b) a reconnection charge that will billed to the Customer's Retailer.

### 12.4 Removal of Facilities

Upon termination of service, EDTI shall be entitled to remove any of its Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose.

## ARTICLE 13 - CONTRACT EXIT PROVISIONS

A Customer's Electric Service Agreement remains in effect, subject to the right of either EDTI or the Customer to terminate such agreement upon thirty (30) days written prior notice being given to the other party.

Upon receipt of such notice, EDTI shall read the Customer's meter within a reasonable time, and, shall use all reasonable efforts to read the Customer's meter at the time requested by the Customer. A Customer shall pay for all service provided up to the time of such reading.

### 13.1 Distribution Related Exit Charge

When a Customer with an Electric Service Agreement no longer requires service from EDTI, and it is within the initial term of the Electric Service Agreement, in addition to any other applicable requirements under these Terms and Conditions, the Customer may be required to pay a "Distribution Related Exit Charge".

The Distribution Related Exit Charge is:

- (a) the present value of future revenue streams associated with the existing Facilities being removed; plus
- (b) the estimated salvage costs; plus



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- (c) any outstanding amounts attributable to the Customer with respect to, but not limited to, any deferral accounts and Commission approved riders and charges arising from services supplied by EDTI prior to the termination of service; less
- (d) the estimated salvage value.

Distribution Customer Exit Charge provisions apply for the service life of EDTI's investment, as established at the time of investment.

### 13.2 Transmission Related Exit Charge

When a Customer no longer requires service from EDTI, in addition to any other applicable requirements under these Terms and Conditions, the Customer may be required to pay a "Transmission Related Exit Charge".

The Transmission Related Exit Charge is:

- (a) any costs charged to EDTI by the ISO that are attributable to the Customer's termination of service; and
- (b) any ongoing costs that EDTI will be required to pay the ISO, that will not be recovered as a result of the Customer's termination of service.

## ARTICLE 14 - LIABILITY AND INDEMNITY

### 14.1 EDTI Liability

Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between EDTI and a Customer relating to the provision of Distribution Tariff Services (an "EDTI Agreement") EDTI, its directors, officers, agents, employees and representatives ("EDTI Parties") shall not be liable to the Customer, its directors, officers, agents, employees and representatives ("Customer Parties") for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Customer Parties, or any of them, whether of a direct, indirect, special or consequential nature, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of the EDTI Parties, or any of them, except for direct property damages incurred by the Customer as a direct result of a breach of these Terms and Conditions or applicable EDTI Agreement or other act or omission by an EDTI Party, which breach or other act or omission is caused by the negligence or wilful act or omission of harm of such EDTI Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the EDTI Party acting negligently or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct property damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity



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and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.

#### **14.2 Release**

Subject to Section 14.1 above, none of the EDTI Parties (as defined above) will be liable to any of the Customer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, howsoever and whensoever caused, and each Customer Party hereby forever releases each of the EDTI Parties from any liability or obligation in respect thereof.

#### **14.3 EDTI Not Liable to Customer**

For greater certainty and without limitation to the foregoing in Sections 14.1 and 14.2, EDTI Parties (as defined above) shall not be liable to a Customer for any damages of any kind (except to the extent EDTI is liable for such damages in accordance with Section 14.1):

- (a) caused by or arising from any EDTI Party's conduct in compliance with, or as permitted by, these Terms and Conditions, the Terms and Conditions for Distribution Access Service, a Distribution Services Agreement between EDTI and a Retailer or any legal or regulatory requirements related to service provided to Retailers;
- (b) caused to the Customer and arising from any failure of a Retailer to comply with the Terms and Conditions for Distribution Access Service, any agreement with EDTI relating to Distribution Tariff Services or for any damages caused by or arising from equipment installed or actions taken by a Retailer;
- (c) caused by or arising from a Retailer's failure to perform any commitment to the Customer, including but not limited to the Retailer's obligation, including its obligation under Part 8 of the Act, to provide Retail Electricity Services including Distribution Tariff Services to the Customer; or
- (d) caused by or resulting from any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Distribution Access Service or performing any of the Retailer's functions in providing Retail Electricity Services including Distribution Tariff Services to Customers.

#### **14.4 Customer Liability**

In addition to any other liability provisions set out in the Terms and Conditions or any provision in an EDTI Agreement, a Customer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EDTI





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Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of an Customer Party that result in a breach (“Breach”) of these Terms and Conditions or the applicable EDTI Agreement, or any negligent or wilful acts or omissions of harm of a Customer Party outside of a Breach. Any liability under this section will be limited to an amount in proportion to the degree to which the Customer Party is at fault.

## **14.5 Force Majeure**

### **14.5.1 Force Majeure Relief**

If an event or circumstance of Force Majeure occurs that affects EDTI’s ability to provide a Service Connection or other interconnection to its electric distribution system or Distribution Tariff Services, EDTI’s obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its electric distribution system or the provision of Distribution Tariff Services, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Distribution Tariff Services. The Minimum Charge, if applicable, will continue to be payable during the period in which EDTI claims relief by reason of Force Majeure.

### **14.5.2 Notice**

EDTI shall promptly give the relevant party notice of the Force Majeure including full particulars hereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of EDTI’s obligations.

### **14.5.3 Obligation to Remedy**

EDTI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

### **14.5.4 Strikes and Lockouts**

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EDTI and EDTI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of EDTI or deprive EDTI of the benefits of this Section 14.5.



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## **ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO SERVICES**

### **15.1 Ownership of Facilities**

EDTI remains the owner of all Facilities necessary to provide Distribution Access Service to the Customers, unless an agreement between EDTI and a Customer specifically provides otherwise.

Payment made by Customers for costs incurred by EDTI in installing Facilities does not entitle Customers to ownership of any such Facilities, unless an agreement between EDTI and a Customer specifically provides otherwise.

### **15.2 Distribution Access Service Obtained from Retailer**

EDTI will not initiate or continue Distribution Access Service at a Point of Service unless the Customer is enrolled to obtain Distribution Access Service. It is the Customer's responsibility to make arrangements with a Retailer to obtain Retail Electricity Services, including enrolment for Distribution Access Service.

### **15.3 Proper Use of Services**

The Customers assume full responsibility for the proper use of the Service Connection and Distribution Tariff Services provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or appurtenances energized by energy on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property. The Customer shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to EDTI, its agents or employees, EDTI property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of energy over the wires, cables, devices or other Facilities owned or controlled by the Customer; (ii) the Customer's improper or negligent use of energy or electric wires, cables, devices or other facilities; or (iii) the negligent acts or omissions or wilful acts or omissions of the Customer or any person permitted on the Customer's property.

### **15.4 Independent System Operation or Transmission Facility Owner Requirements**

The Customers acknowledge and agree that EDTI is bound by all operating instructions, policies and procedures of the ISO and transmission facility owners which are needed to maintain the integrity of the Interconnected Electric System. The Customers acknowledge and agree that they will cooperate with EDTI so that EDTI will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.



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## 15.5 Compliance with Applicable Legal Authorities

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

## 15.6 Interference with EDTI's Property

No one other than an employee or authorized agent of EDTI shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by EDTI. The Customers shall not interfere with or alter the meter, seals, or other Facilities or permit the same to be done by any person other than the authorized agents or employees of EDTI.

## 15.7 Service Interruption

While EDTI takes all reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service. Without liability of any kind to EDTI, EDTI shall have the right to disconnect or otherwise curtail, interrupt or reduce Distribution Access Service to Customers whenever EDTI reasonably determines, or when EDTI is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is:

- (a) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EDTI's Facilities;
- (b) to maintain the safety and reliability of EDTI's electric distribution system; or,
- (c) due to any other reason including dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of EDTI's electric distribution system or Force Majeure.

## 15.8 No Assignment

A Customer shall not assign any of its rights or obligations under these Terms and Conditions or any other agreement with EDTI relating to a Service Connection or Distribution Tariff Services without obtaining any necessary regulatory approvals and EDTI's approval where required in such agreement. No assignment shall relieve the Customer of any of its obligations under these Terms and Conditions until such obligations



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have been assumed by the assignee and EDTI has agreed to the novation. Any assignment in violation of this section shall be void.

### **15.9 No Waiver**

The failure of EDTI or a Customer to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or any other agreement between EDTI and the Customer relating to a Service Connection or Distribution Tariff Services, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement between EDTI and a Customer relating to a Service Connections or Distribution Tariff Services 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.

### **15.10 Law**

These Terms and Conditions and any other agreement between EDTI and a Customer relating to a Service Connection or Distribution Tariff Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions or any other agreement relating to a Service Connection or Distribution Tariff Services shall be brought in the courts of the Province of Alberta.

### **15.11 Request Under Section 101 (2) of the Act**

In accordance with Section 101(2) of the Act, a Transmission Direct-Connect Customer may, with the prior approval of EDTI, enter into an arrangement directly with the Independent System Operator for the provision of System Access Service. Should EDTI grant such approval, EDTI reserves the right to bill the Customer directly for all Local Access Fees and Commission approved riders and charges arising from services provided by EDTI prior to the Customer receiving System Access Service directly from the Independent System Operator pursuant to such arrangement.



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## **SCHEDULE A — AVAILABLE EDTI INVESTMENT**

Schedule A available on EPCOR's website:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>



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**SCHEDULE B — Electric Service Agreement**  
**for**  
**Distribution Connection Services**

This Agreement dated for reference as of the \_\_\_ day of \_\_\_\_\_, 20\_\_

**Between:**

(Customer Name)  
(Address)  
(hereinafter called the “Customer”)

- and -

**EPCOR Distribution & Transmission Inc.,**

a body corporate with its head office in the City of Edmonton in the Province of Alberta  
(hereinafter called “EDTI”)

**REFERENCE IS MADE TO THE EDTI TERMS AND CONDITIONS FOR DISTRIBUTION CONNECTION SERVICES (THE “TERMS AND CONDITIONS”), AS AMENDED FROM TIME TO TIME, PREPARED BY EDTI AND APPROVED BY THE ALBERTA UTILITIES COMMISSION (“AUC”) IN ACCORDANCE WITH THE *ELECTRIC UTILITIES ACT* (ALBERTA). THIS ELECTRIC SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (THIS AGREEMENT TOGETHER WITH THE TERMS AND CONDITIONS ARE REFERRED TO HEREIN AS THE “AGREEMENT”). THE MOST CURRENT FORM OF THE TERMS AND CONDITIONS ARE POSTED ON EDTI’S WEBSITE AT:**

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

**CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS ELECTRIC SERVICE AGREEMENT HAVE THE MEANINGS SET FORTH IN THE TERMS AND CONDITIONS.**

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In consideration of the respective promises, covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:



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1. **Service.** The Customer agrees to obtain from EDTI and EDTI agrees to provide to the Customer Distribution Access Service in relation to the Service Connection specified below (the “Service”) in accordance with the provisions of this Agreement.

2. **Parameters.** The Customer and EDTI agree to the following parameters for the provision of the Service:

- a. Location of Service Connection: \_\_\_\_\_
- b. Contract Term: \_\_\_\_\_ 15 years \_\_\_\_\_
- c. EDTI Investment \_\_\_\_\_
- d. Customer Contribution (plus application GST) \_\_\_\_\_
- e. Forecast Peak Demand: \_\_\_\_\_
- f. Contracted Minimum Demand: \_\_\_\_\_
- g. Main Feeder \_\_\_\_\_
- h. Standby Feeder if applicable \_\_\_\_\_
- i. Applicable Distribution Tariff \_\_\_\_\_
- j. Special charges (Facilities Charge, etc.) \_\_\_\_\_
- k. Special Arrangements \_\_\_\_\_
- l. Service Configuration \_\_\_\_\_

3. **Term.** This Agreement shall become effective on the In-service Date, and thereafter shall remain in effect until terminated by either party hereto in accordance with Article 13 of the Terms and Conditions. Termination of this Agreement shall be subject to the Distribution Related Exit Charge as outlined in Section 13.1 of the Terms and Conditions. Notwithstanding anything to the contrary contained herein, this Agreement shall not become effective and is not binding until accepted by EDTI.

4. **Fees and Payment.** The Customer agrees to pay for the Service in accordance with the Terms and Conditions. Fees and charges payable by the Customer will be determined based on the greater of the actual Demand or the Contracted Minimum Demand.

5. **Forecast Peak Demand.** The Customer shall under no circumstances exceed the Forecast Peak Demand and shall provide one (1) year prior written notice to EDTI of any increase in the Forecast Peak Demand. The Customer acknowledges and agrees that failure by the Customer to adhere to this provision may cause serious damage to EDTI’s Facilities for which the Customer will be responsible.



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6. **Use Restricted.** The Service provided hereunder is provided for the Customer's use only at the location specified above and the Customer shall not permit any other person to use such Service
  7. **Customer Acknowledgements.** The Customer acknowledges and agrees that:
    - a. it has reviewed and understands this Agreement, including the Terms and Conditions, and agrees to be bound by them in all transactions with EDTI;
    - b. the Terms and Conditions may change from time to time, and that a copy of the Terms and Conditions is on file at the offices of EDTI and available on-line at the website of EDTI noted above;
    - c. no Person, whether an employee or agent of EDTI or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC;
    - d. it has been offered a copy of EDTI's Customer Connection Guide and is aware of the policies and business practices of EDTI detailed therein and that the Customer Connection Guide can also be accessed on-line at <https://www.epcor.com/products-services/power/new-power-connection/Pages/default.aspx>
  8. **EDTI Facilities.** Notwithstanding any Customer Contribution, the Customer shall not acquire any ownership interest in any EDTI Facilities.
  9. **Limited Liability.** EDTI's liability for injuries and/or damage to persons or property is limited by the Terms and Conditions.
  10. **Regulatory Authority.** This Agreement is subject to all applicable legislation, including the *Electric Utilities Act* (Alberta) and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over EDTI or the matters addressed herein.
  11. **Assignment / Enurement.** The Customer may not assign this Agreement without the prior written consent of EDTI. This Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and permitted assigns.
  12. **Severability.** If any provision of this Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
  13. **Headings.** The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.





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- 14. **Entire Agreement / Modification.** This Agreement, including the Terms and Conditions as amended from time to time, constitutes the entire agreement between the parties and supersedes all prior agreements between the Customer and EDTI for provision of the Service. Except for modifications of the Terms and Conditions, which may be made in accordance with the provisions thereof, no modification or alternation of this Agreement shall be binding on either party unless reduced to writing and signed by the parties hereto.
- 15. **Notice.** All notices required pursuant to this Agreement shall be in writing and shall be given personally, by facsimile or by prepaid registered mail addressed to the party for which the notice is intended to its address designated below or to such other address as may be substituted by notice given in accordance with this provision.

**EPCOR Distribution & Transmission Inc.**  
2000 – 10423 101 Street  
Edmonton, Alberta  
**T5H 0E8**

**Contact Name:** Customer Engineering Services  
**Telephone No.:** (780)412-3128 **Fax No.:** (780)412-7955

**Customer Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

*Customer Name*  
(Address)

**Contact Name:**  
**Alternate Contact Name:**  
**Telephone No.:** *Alternate:*  
**Fax No.:** *Alternate:*

IN WITNESS WHEREOF the parties have executed this Agreement as of the day first above mentioned.

[customer Name]  
**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**EPCOR Distribution & Transmission Inc.**  
**Per:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



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## SCHEDULE C — Agreement for Distribution Connection Service

EPCOR Distribution & Transmission Inc.  
2000 – 10423 101 Street  
Edmonton, Alberta  
T5H 0E8

### Re: Agreement for Distribution Connection Service

Customer Name: \_\_\_\_\_ (the “Customer”)

Site Address: \_\_\_\_\_ (the “Site”)

Main Contact Name:

Telephone No.:

Alternate:

Fax: No:

Alternate Contact Name:

Telephone No.:

Alternate:

Fax: No:

Thank you for your request that EPCOR Distribution & Transmission Inc. (“EDTI”) connect your Site to EDTI’s electric distribution system.

EDTI connects sites and provides distribution access service pursuant to its Distribution Tariff, which includes the Terms and Conditions for Distribution Connection Services (the “DCS Terms and Conditions”), Distribution Tariff Policies, Rate Schedules and Fee Schedule as revised from time to time and approved by the Alberta Utilities Commission (“AUC”) under the *Electric Utilities Act* (Alberta). This Electric Service Agreement is subject to those documents, and both EDTI and the Customer are bound by the provisions of those documents. Those documents in their most current form are posted on EDTI’s website at:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

The Customer agrees to obtain from EDTI, and EDTI agrees to provide to the Customer, Distribution Connection Service in relation to the Site in accordance with the provisions of this Agreement.

The Forecast Peak Demand for the Site will be \_\_\_\_\_.

This Agreement may be terminated by EDTI or the Customer in accordance with section 13 of the DCS Terms and Conditions. Termination of this Agreement will be subject to the Exit Charges as outlined in Section 13 of the DCS Terms and Conditions. For the purposes of section 13.1 of the DCS Terms and Conditions, the initial term of this Agreement will be 15 years from the In-Service Date (the date on which the Customer specifies service is to be available or the date the service is actually available, whichever is later). The Customer may not assign this Agreement without the prior written consent of EDTI.

EDTI requires that [CUSTOMER NAME] indicate its understanding and acceptance of the contents of this Agreement by signing in the appropriate space below. [CUSTOMER NAME] represents that the person signing this Agreement on [CUSTOMER NAME]’s behalf is properly authorized to do so.

EPCOR Distribution & Transmission Inc.



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The contents of this Agreement are understood and agreed to by [CUSTOMER NAME].

Per: \_\_\_\_\_  
Authorized Signing Officer

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



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**TERMS AND CONDITIONS  
FOR  
DISTRIBUTION ACCESS SERVICE**



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## ARTICLE 1 –INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions, as approved by the Alberta Utilities Commission (the “Commission”), form part of the Distribution Tariff of EPCOR Distribution & Transmission Inc. (“EDTI”) and are established pursuant to section 102 of the *Electric Utilities Act 2003*, c. E-5.1. The Distribution Tariff is available for public inspection during normal business hours at the business offices of EDTI and can be accessed on EDTI’s web site at:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

These Terms and Conditions apply to EDTI and its relationship with Retailers. All Retailers by virtue of their relationship with EDTI are deemed to have accepted these Terms and Conditions.

The service provided by EDTI hereunder is regulated by the Commission and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to EDTI or to the Commission.

No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Commission. Whenever the Commission approves an amendment to these Terms and Conditions, such amendment, including its effective date, will be posted on EDTI’s website at:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

## ARTICLE 2 – DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below:

“**Act**” means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as re-enacted, amended or replaced from time to time;

“**Business Day**” means a business day is any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as re-enacted, amended or replaced from time to time;

“**Commission**” or “**AUC**” means the Alberta Utilities Commission, formerly the Alberta Energy and Utilities Board, established under the *Alberta Utilities Commission Act*, R.S.A., 2007, c. A-37.2, as re-enacted, amended or replaced from time to time;





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“**Credit Rating**” has the meaning given to it in the Distribution Tariff Regulation;

“**Customer**” means a person purchasing electricity for that person's own use from a Retailer;

“**Customer Information**” means Customer name, Customer telephone number, Customer mailing address, site contact name and site contact phone number and other Customer information that may be requested by EDTI;

“**Customer Usage Information**” means information regarding the historical electricity consumption of a Customer;

“**De-energization**” has the meaning attributed to it in the Settlement System Code and “**De-energized**” and “**De-energize**” have correlative meanings;

“**Default Supplier**” means a Retailer appointed by EDTI pursuant to section 3 of the RRR Regulation;

“**Distribution Access Service**” has the meaning given to it in the Act;

“**Distribution Services Agreement**” means an agreement between EDTI and a Retailer for the provision of the applicable Distribution Access Service;

“**Distribution Tariff**” means a distribution tariff prepared by EDTI and approved by the Commission in accordance with section 102 of the Act, which consists of the Rate Schedules, these Terms and Conditions, the Terms and Conditions for Distribution Connection Services and the Distribution Tariff Policies;

“**Distribution Tariff Policies**” means the part of EDTI’s Distribution Tariff that sets out the policies applied by EDTI in implementing the Rate Schedules, these Terms and Conditions and the Terms and Conditions for Distribution Connection Services;

“**Distribution Tariff Regulation**” means the *Distribution Tariff Regulation*, A.R. 162/2003, as amended from time to time;

“**Distribution Tariff Services**” means all services provided by EDTI under the Distribution Tariff;

“**EDTI**” or “**EPCOR Distribution & Transmission**” means EPCOR Distribution & Transmission Inc., and for certainty includes its predecessor in interest by amalgamation EPCOR Distribution Inc.;

“**Electricity Services**” means the services associated with the provision of electricity to a person, including the exchange of electric energy, making financial arrangements to manage financial risk associated with the pool price, Distribution Access Service, system



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access service, ancillary services, billing, metering, performing load settlement and any other services specified in regulations made under the Act;

**“Energy”** means electric energy (normally expressed in kiloWatt hours (kWh) or kilowatts (kW));

**“Energization”** has the meaning attributed to it in the Settlement System Code

**“Facilities”** means physical plant (including, without limitation, distribution lines, transformers, meters, equipment, machinery and other electrical apparatus) on EDTI’s side of the Point of Service interconnection excluding transmission facilities;

**“Fee Schedule”** means the fees and charges set forth in Table 2 of DT – Schedule 1 Miscellaneous Services Schedule to EDTI’s Distribution Tariff;

**“Force Majeure”** means circumstances not reasonably within the control of EDTI, 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, the intervention of federal, provincial, state 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 that the lack of funds shall not constitute a circumstance not reasonably within the control of EDTI;

**“Independent System Operator”** or **“ISO”** means the corporation established by section 7 of the Act;

**“Interconnected Electric System”** means all transmission facilities and electric distribution systems in Alberta that are interconnected;

**“Load”** means energy consumed by Customers together with allocated losses and unaccounted for energy;

**“Load Settlement”** means “load settlement” as defined in the Act.

**“Minimum Charge”** has the meaning given to it in EDTI’s Terms and Conditions for Distribution Connection Services;

**“Miscellaneous Services”** means the various services available from EDTI under the Distribution Tariff other than Distribution Access Service;

**“Point of Service”** means the point at which EDTI’s service conductors are connected to the conductors or apparatus of a Customer;



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“**Power Pool**” means the scheme operated by the Independent System Operator for the exchange of Energy and financial settlement for the exchange of Energy;

“**Rate Schedules**” means the schedules of EDTI’s Distribution Tariff that set out charges;

“**RRR Regulation**” means the *Roles, Relationships and Responsibilities Regulation*, A.R. 169/2003, as amended from time to time;

“**Regulations**” means regulations made under the Act;

“**RRO Regulation**” means the *Regulated Rate Option Regulation*, A.R. 262/2005, as amended from time to time.

“**Regulated Rate Tariff**” means a regulated rate tariff for the provision of Electricity Services to eligible customers prepared by EDTI, or a person with whom EDTI makes arrangements to do so, pursuant to section 102 of the Act;

“**Retailer**” means a person who sells or provides Electricity Services directly to Customers and carries out the functions and duties of a “retailer” under the Act, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible customers, and Self-Retailers;

“**Retailer Handbook**” means the guide, as amended from time to time, prepared by EDTI which sets out procedures in relation to the provision of Distribution Access Service under these Terms and Conditions.

“**Retailer Identification**” means the 9 digit number that uniquely represents each Retailer operating within Alberta. The Canada Customs and Revenue Agency business number will be used as the Retailer ID;

“**Retailer of Record**” means the Retailer who is listed in EDTI’s records through the procedures outlined in these Terms and Conditions, and thereby recognized by EDTI and the Settlement System Code, as a particular Customer’s Retailer for a Point of Service at a particular time;

“**Self-Retailer**” means a person carrying out Retailer functions to obtain electricity services solely for its own use;

“**Service Connection**” means the Facilities required to physically connect the Customer’s facilities to EDTI’s electric distribution system to permit the Customer to obtain Distribution Access Service;

“**Settlement System Code**” means the rules respecting Load Settlement approved by the AUC and set out in Rule 021;



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“**Site**” means a unique end-use Point of Service, being the finest level at which Load Settlement recognizes Retailer assignments, and receives consumption data.

## 2.2 Conflicts

If there is any conflict between a provision expressly set out in an order of the Commission and these Terms and Conditions, the order of the Commission shall govern.

If there is any conflict between a provision in these Terms and Conditions, as may be amended from time to time, and a provision in a Distribution Services Agreement or any other existing or future agreement between EDTI and a Retailer relating to Distribution Tariff Services, the provision in these Terms and Conditions shall govern.

## 2.3 Extended Meanings

In these 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 neutral genders and vice versa. Word importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

## 2.4 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.

# ARTICLE 3 – GENERAL PROVISIONS

## 3.1 Commission Approval

These Distribution Access Service Terms and Conditions have been approved by the Commission. EDTI may amend these Terms and conditions by filing a notice of amendment with the Commission. Included in the notice to the Commission shall be notification of which Retailers are affected by the amendment and an explanation of how affected Retailers will be notified of the amendments. Within 60 days after such notice is filed, the Commission will either acknowledge the notice of amendment to the Terms and Conditions or direct a further process to deal with the requested change, as the Commission deems appropriate. If the Commission acknowledges notice of amendment, the amendment will take effect upon the date of such acknowledgement.

## 3.2 Retailer Handbook

EDTI has developed the Retailer Handbook to help Retailers understand the normal practices of EDTI. EDTI will amend the Retailer Handbook, from time to time, to reflect



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changes to the electric utility industry, changes in EDTI's requirements or the changing needs of Retailers or Customers. A copy of the Retailer Handbook, and any amendments to the Retailer Handbook, will be filed with the Commission for information purposes. While EDTI will endeavour to follow practices in the Retailer Handbook, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Retailer Handbook. A copy of the Retailer Handbook can be accessed on EDTI's website at [www.epcor.ca](http://www.epcor.ca).

### **3.3 Arrangements with Customers**

The Retailer shall be solely responsible for having appropriate contractual or other arrangements with Customers necessary to provide service to Customers. EDTI shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements and shall not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the Retailer's failure to obtain or maintain proper contractual or other arrangements with Customers or to perform its obligations to its Customers.

### **3.4 Responsibility for Electric Purchases**

The Retailer will be solely responsible for the purchase of electricity from the Power Pool and for arranging the delivery of such electricity to the appropriate Points of Service for Customers, subject to these Terms and Conditions.

### **3.5 Retailer Authorization**

A Retailer shall be responsible for obtaining proper authorization from each Customer authorizing the enrollment of the Customer by the Retailer for receipt of Distribution Access Service.

### **3.6 Retailer Identification**

Any information exchange or communications between the Retailer and EDTI under these Terms and Conditions shall employ a Retailer Identification number.

### **3.7 Single Retailer for Customer**

EDTI shall not be required to recognize and deal with more than one Retailer in respect of a Point of Service at any given time.

### **3.8 Fees and Other Charges**

EDTI will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by EDTI to a Retailer or its Customers will be charged a separate rate or fee, such as those included,



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without limitation, in the Fee Schedule. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

## **ARTICLE 4 – CUSTOMER INQUIRIES AND INFORMATION**

### **4.1 Customer Inquiries Related to Emergency Situations and Outages**

Retailers shall make every effort to ensure Customers contacting the Retailer regarding distribution emergency conditions, outages, safety or environment situations related to EDTI's electric distribution system are referred directly to EDTI immediately. EDTI reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. EDTI will communicate any unacceptable patterns to the Retailer to be corrected.

### **4.2 Exchange of Customer Information**

#### **4.2.1 Provision of Customer Information to a Retailer**

EDTI shall provide standard Customer Usage Information to a Retailer that has a Distribution Services Agreement in place with EDTI, upon request, but only after receiving written consent to such disclosure from the Customer, for the 12-month period preceding the date of the request or for such shorter period for which EDTI has collected that information.

Prior to requesting EDTI to release Customer Usage Information, a Retailer shall be responsible for obtaining and providing to EDTI the written authorization from the Customer referred to above, in a form satisfactory to EDTI.

Customer Usage Information will be provided by EDTI at no cost.

#### **4.2.2 Provision of Customer Information to EDTI**

The Retailer must notify EDTI, as promptly as reasonably practical, of any changes to Customer Information in respect of its Customers. Such information shall be provided in a form satisfactory to EDTI.

#### **4.2.3 Provision of Information between EDTI and Retailer**

EDTI and a Retailer shall supply to each other all other data, materials or other information specified to be supplied in the Terms and Conditions, or that may otherwise be reasonably required by the Retailer or EDTI in accordance with the Terms and Conditions. See the Fee Schedule for charges that will apply to certain requests made to EDTI.



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## ARTICLE 5 – PROVISION OF SERVICE

### 5.1 Qualification for Service

A Retailer must fulfill and maintain the following requirements to the satisfaction of EDTI before EDTI will provide or continue to provide Distribution Access Service to that Retailer:

- (a) submit to EDTI a fully completed and executed Distribution Services Agreement;
- (b) if the Retailer sells Electricity to Customers whose annual consumption is below 250,000 kWh, furnish to EDTI a certified copy of the license issued to the Retailer and warrant in writing to EDTI that it is licensed pursuant to the provisions of the *Consumer Protection Act*, R.S.A. 2000, c. F-2, and any regulations or policies made thereunder, as amended from time to time,
- (c) satisfy the credit requirements described in Article 8 hereof;
- (d) warrant in writing to EDTI that it will comply with the Settlement System Code;
- (e) meet the compliance testing protocol of EDTI in respect of information exchange as set forth in the Retailer Handbook, as amended from time to time;
- (f) warrant in writing to EDTI that it has been qualified by the ISO as pool participant under the ISO rules respecting the operation of the Power Pool and the ISO has approved the Retailer for consumption within the EDTI service area; and
- (g) meet any other requirements that EDTI, acting reasonably, may impose in order to provide Distribution Access Service hereunder to the Retailer. If EDTI determines that a Retailer must satisfy additional requirements in order to qualify for Distribution Access Service, EDTI shall apply to the Commission for approval of the proposed additional requirements prior to implementing same unless EDTI is confronted with a situation that may materially alter the risk to EDTI or the additional requirements are required to comply with applicable legislation. In that event, EDTI may implement the additional requirements and then apply to the Commission for approval of same.

Upon satisfaction of the above requirements, EDTI will provide Distribution Access Service to the Retailer, upon and subject to these Terms and Conditions. Subject to complying with all applicable laws, and the directions or requirements of the Commission, EDTI reserves the right, upon giving the Retailer ten (10) Business Days notice and acting reasonably, to discontinue Distribution Access Service to the Retailer if at any time the Retailer fails to meet the above requirements.



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## 5.2 Application for Enrollment of Customers of Retailer

In order to initiate the provision of Distribution Access Service by EDTI, the Retailer shall complete and provide to EDTI an enrollment for Distribution Access Service in accordance with the Retailer Handbook and in compliance with the Settlement System Code.

EDTI will, subject to these Terms and Conditions, accept an application by a Retailer for provision of Distribution Access Service to a Customer hereunder and recognize the Retailer as the Retailer of Record for the particular Customer. EDTI reserves the right, but is not obligated, to verify the identity of the Customer and the accuracy of the Customer Information. EDTI may reject the application if any information required in the application, including the Customer Information and Retailer Identification, provided by the Retailer is false, incomplete or inaccurate in any respect.

Enrollments will be processed by EDTI on a first-come, first-served basis. Each enrollment will be time and date-stamped when received by EDTI. If more than one enrollment is received for a Site while an earlier enrollment is pending; only the first valid enrollment received by EDTI shall be processed that day.

EDTI reserves the right to refuse Distribution Access Service at any Site to any Customer of the Retailer who is indebted to EDTI. The Retailer will not be liable to EDTI for any outstanding indebtedness of the Customer to EDTI, which accrued prior to the enrollment of the Customer with the Retailer. However, the Retailer will be liable for all outstanding indebtedness while the Retailer remains the Retailer of Record for the Customer.

EDTI may assess a charge for processing an enrollment as set forth in the Fee Schedule.

## 5.3 De-enrollment as Retailer

To de-enroll as Retailer of Record for a particular Customer, a Retailer shall, at least seven (7) Business Days (or such other time as may be required under the System Settlement Code) before the de-enrolment is to take effect, complete and provide to EDTI a notice of de-enrolment pursuant to the Settlement System Code. EDTI may reject the notice of de-enrolment if EDTI determines that any information required in the notice, including Customer Information, provided by the Retailer is false, incomplete or inaccurate in any respect. EDTI reserves the right, but is not obligated, to verify the identity of the Customer and the accuracy of the Customer Information. Upon receipt of a notice of de-enrolment from a Retailer, EDTI will either:

- (a) process the de-enrolment within seven (7) Business Days (or such other time as may be required under the System Settlement Code); or
- (b) notify the Retailer within two (2) Business Days (or such other time as may be required under the System Settlement Code) that the notice of de-enrolment has been rejected and the reasons for such rejection. Upon receipt of a rectified notice





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of de-enrolment, EDTI will, within seven (7) Business Days (or such other time as may be required under the System Settlement Code), process the de-enrolment.

## ARTICLE 6 – BILLING AND PAYMENT

### 6.1 Billing

EDTI will bill Retailers the amounts payable for Distribution Tariff Services in accordance with these Terms and Conditions and the *Billing Regulation, 2003*, A.R. 159/2003, as amended from time to time.

EDTI will bill the Retailer each billing cycle for Distribution Access Service and Miscellaneous Services provided by EDTI in relation to Customers for which the Retailer is the Retailer of Record for the period prior to the billing period plus any other amounts owing by the Retailer under EDTI's Distribution Tariff including these Terms and Conditions and the Rate Schedule.

EDTI will not assume any billing or collection obligations or responsibilities related to billing Customers or collecting from Customers for, or on behalf of, a Retailer. The Retailer shall process Customer payments and handle collection responsibilities. EDTI may, at its sole discretion and in addition to any other remedies available to it, terminate Distribution Tariff Services to the Retailer, if such Retailer does not pay all outstanding bills in accordance with these Terms and Conditions.

EDTI reserves the right to bill the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions for Distribution Connection Services.

### 6.2 Determination of Applicable Rates

EDTI bills the Retailer of Record based on the charges set out in its Rate Schedules in the Distribution Tariff. EDTI's Rate Schedules indicate to what type of service each Rate Schedule applies. Each Point of Service is billed as a separate service. EDTI's applicable Distribution Tariff Policies will apply to the determination of the charges.

The rate selection criteria are specified on each Rate Schedule. If the operational characteristics of the Point of Service change and subsequently a different rate is applicable, the Customer may be required to pay an additional Customer Contribution under the Terms and Conditions for Distribution Connection Services. A change of service under this section will not be made more than once in any twelve (12) month period.

### 6.3 Minimum Charges

A Minimum Charge will be calculated in accordance with the Rate Schedules.



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#### **6.4 Billing Period and Information for Distribution Access Service**

The billing period for the Retailer in respect of Distribution Access Service is generally the calendar week directly proceeding the week in which the associated bill is issued to the Retailer. The amount charged to the Retailer for the billing period reflects the aggregate of charges for Distribution Access Service provided to Customers of the Retailer, with consumption periods that end within the billing period.

A bill to the Retailer for Distribution Access Service will set out the following information with respect to the billing period for which the bill is rendered:

- (a) the total amount due from the Retailer for Distribution Access Service provided by EDTI to Customers of the Retailer;
- (b) details of the amount due from the Retailer for Distribution Access Service provided by EDTI as applicable to each of the Retailer's Customers; and
- (c) any other information required to be provided by EDTI to the Retailer on a bill pursuant to the Act and Regulations.

#### **6.5 Billing Period and Information for Miscellaneous Services**

The billing period for the Retailer in respect of Miscellaneous Services is generally the calendar month directly preceding the month in which the associated bill is issued to the Retailer. The amount charged to the Retailer for the billing period reflects the aggregate of charges for Miscellaneous Services provided to the Retailer within the billing period.

A bill to the Retailer for Miscellaneous Services will set out the following information with respect to the billing period for which the bill is rendered:

- (a) the total amount due from the Retailer for Miscellaneous Services provided by EDTI to the Retailer;
- (b) any other information required to be provided by EDTI to the Retailer on a bill pursuant to the Act and Regulations.

#### **6.6 Payment and Collection**

The Retailer shall pay to EDTI, on or before the (fifth) 5<sup>th</sup> Business Day following the Business Day on which the Retailer was invoiced for Distribution Access Service and on or before the (twentieth) 20<sup>th</sup> Business Day following the Business Day on which the Retailer was invoiced for Miscellaneous Services, the amount invoiced by EDTI for the preceding period.

EDTI will establish an electronic billing and payment procedure for the payment of services hereunder. Notwithstanding such procedure, EDTI will accept payment by cash



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or cheque if agreed to by EDTI. A bill will be deemed to have been paid when a valid payment has been received by EDTI for the full amount of the bill by way of cheque or electronic fund transfer.

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and subject the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, EDTI will return any amount found owing to the Retailer forthwith. Subject to the RRO Regulation, the right or ability of either EDTI or a Retailer to dispute a bill provided hereunder shall only apply to bills rendered during a period of twelve (12) months prior to the date that the disputing party first gives notice of such dispute to the non-disputing party.

The Retailer shall pay all amounts owed to EDTI for any of the Distribution Access Service provided by EDTI whether or not the Customer has paid the Retailer.

Failure to receive a bill in a timely way does not release a Retailer from the obligation to pay the amount owing on the bill.

#### **6.7 Late or Unpaid Bills**

If a Retailer defaults or is late in paying charges, EDTI shall assess a late payment fee of 1% of the amount of a weekly bill and 2% per month (26.82% per annum) of the amount on monthly bills.

#### **6.8 Adjustment of Bills in Event of Billing Error**

Where EDTI overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, EDTI shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- (a) If a Retailer is found to have been overcharged due to billing error, EDTI will calculate the amount of the overcharge (for refund to the Retailer on the Retailer's next bill following the discovery of the billing error) for those billing periods during which a billing error occurred up to a maximum of eight (8) years immediately preceding the month in which the billing error was discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the overcharge will be calculated for the three (3) month period immediately preceding the month in which the billing error was discovered.
- (b) If a Retailer is found to have been undercharged due to billing error, subject to the RRO Regulation, EDTI will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of eleven (11) months immediately



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preceding the month in which the billing error was discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the undercharge will be calculated for the three (3) months period immediately proceeding the month in which the billing error was discovered.

Notwithstanding (a) and (b) above, where the rate that applies to a site is Direct Connect or DC under EDTI's Rate Schedules, any credit or debit resulting from an overcharge or undercharge on a bill in respect of the site as a result of a billing error will be addressed in accordance with the applicable provisions of the Independent System Operator's approved Terms and Conditions of Service and the ISO Rules & Standards.

Whenever EDTI adjusts any bills to the Retailer in the event of billing error, and issues an adjusted bill to the Retailer in respect thereof, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

EDTI may assess a charge to the Retailer for reviewing billing as set forth in the Fee Schedule, where EDTI has not been responsible for any billing error.

## **6.9 Unauthorized Use**

Where EDTI determines that there has been unauthorized use of electric service at a Site including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby EDTI is denied full compensation for Distribution Access Service provided, EDTI may make changes in its meters, appliances or facilities or take other appropriate corrective action, including where necessary the disconnection of the Service Connection for the Site and will bill the Retailer of Record for the Site for EDTI's estimate of such unauthorized use. Nothing in this Section shall limit any other rights or remedies that EDTI may have in connection with such unauthorized use.

## **6.10 Collection of Taxes**

EDTI shall collect from the Retailer all franchise fees and sales, excise or other taxes imposed by governmental authorities that are applicable to Distribution Tariff Services, including Distribution Access Service and Miscellaneous Services, provided by EDTI to Customers of the Retailer.

# **ARTICLE 7 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE**

## **7.1 Discontinuance at Request of Customer**

Customers arrange termination of Distribution Access Service through their Retailer of Record. If Distribution Access Service is no longer required, the Retailer of Record must notify EDTI at least five (5) Business Days before the service is to be discontinued.



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## 7.2 Discontinuance by De-energization

A Retailer may request that EDTI De-energize a Site. To discontinue Distribution Access Service through De-energization, a Retailer shall, at least five (5) Business Days (or such other time as may be required under the System Settlement Code) before the site is to be De-energized, complete and provide to EDTI a notice of De-energization pursuant to the requirements of the Retailer Handbook and the Settlement System Code. Such notice of De-energization shall clearly specify the Retailer's reasons for seeking to De-energize a site.

EDTI reserves the right, but is not obligated, to verify the identity of the Customer of the Retailer pursuant to which De-energization has been requested, and the accuracy of the Customer Information that has been provided by the Retailer.

Upon receipt of such notice EDTI will either:

- (a) process the De-energization within five (5) Business Days (or such other time as may be required under the System Settlement Code); or
- (b) notify the Retailer within two (2) Business Days (or such other time as may be required under the System Settlement Code) that the notice of De-energization has been rejected and the reasons for such rejection. Upon receipt of the rectified notice of De-energization, EDTI will, within five (5) Business Days (or such other time as may be required under the System Settlement Code), process the De-energization.

Notwithstanding the foregoing:

- (c) EDTI may reject the notice of De-energization if EDTI, acting reasonably, determines that any information required in the application, including the Customer Information provided by the Retailer, is false, incomplete or inaccurate in any respect;
- (d) EDTI will not process a De-energization if:
  - (i) EDTI believes De-energization could cause any actual or threatened danger to life or property or
  - (ii) the Customer is a residential rate classification Customer, the request for the De-energization is for non-payment and the De-energization would occur at any time during the period from October 15 to April 15 or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed De-energization provided that EDTI may, in its discretion, install a device or program to limit or reduce the amount of Energy provided to the Customer.



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At the request of the Retailer or the Customer, EDTI will leave all of its Facilities in place after the Point of Service has been de-energized provided that, if the Point of Service remains de-energized for a period in excess of three (3) months, EDTI may remove its Facilities.

Upon De-energization, the Retailer will remain as the Customer's Retailer of Record unless a De-Select Request is submitted by the Retailer to EDTI and the process has been completed successfully.

The Retailer is responsible to ensure that its Customer is provided notice of a De-energization and for the consequences of the De-energization. EDTI will have no liability for any disputes between the Customer and the Retailer in relation to a De-energization.

### 7.3 Discontinuance by EDTI

EDTI may discontinue Distribution Access Service to a Retailer if any of the following occur:

- (a) if the Retailer sells Electricity to Customers whose annual consumption is below 250,000 kWh, the Retailer's license issued pursuant to the *Consumer Protection Act*, R.S.A. 2000, c. F-2, has been revoked or not renewed, or
- (b) the Retailer has failed to meet its obligations under these Terms and Conditions or its Distribution Services Agreement with EDTI, or
- (c) the Retailer has failed to meet its security requirements pursuant to Article 8

Notification of discontinuance will be made electronically to the Retailer.

## ARTICLE 8 – SECURITY REQUIREMENTS

### 8.1 Security

The Retailer shall provide the security deposit required under the Distribution Tariff Regulation to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations.

The Retailer's application to EDTI for service under the Distribution Tariff must include the Retailer's projected value of its payments to EDTI under EDTI's Distribution Tariff over the period provided in section 8 of the Distribution Tariff, the Retailer's current Credit Rating, if it is seeking a reduction in its security deposit, and the current Credit Rating of any proposed guarantors, if the Retailer's security deposit will include a guarantee.

For the purposes of projecting the Retailer's payments under EDTI's Distribution Tariff pursuant to section 8(2)(b) of Distribution Tariff Regulation the total of:



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- (a) twenty (20) days; plus
- (b) the number of days between consecutive bills issued by EDTI to the Retailer; plus
- (c) the number of days from the issuance of a bill by EDTI until payment is due from the Retailer;

shall equal thirty-four (34) days.

EDTI will confirm the Credit Rating of the Retailer, if provided, and the Credit Rating of any guarantor, if any, providing a guarantee as a security deposit. If the Retailer or guarantor has obtained more than one Credit Rating, the lowest Credit Rating will be used in the assessment.

EDTI, subject to review and assessment, shall confirm the amount of security required to be provided by the Retailer, taking into account any reduction that the Retailer may be entitled to under section 9 of the Distribution Tariff Regulation and notify the Retailer of its security requirement within twenty (20) Business Days of the Retailer's complete application for Distribution Access Service.

Subject to section 9 of the Distribution Tariff Regulation, the Retailer shall provide security in the form of a financial deposit, a bond, an irrevocable letter of credit or an irrevocable guarantee from a person, other than the Retailer, with a Credit Rating, or a combination thereof, in each case in a form acceptable to EDTI.

## 8.2 Maintenance of Security

As required by section 8 of the Distribution Tariff Regulation, if a retailer's actual outstanding charges under EDTI's Distribution Tariff are materially greater than the projected value provided by the Retailer under Section 8.1 of these Terms and Conditions, EDTI will update the projection and, if additional security is required based on the updated projection, require the Retailer to provide additional security. The Retailer must provide the additional security within five (5) Business Days of EDTI's request to do so as required under section 8 of the Distribution Tariff Regulation.

A Retailer whose security deposit has been reduced pursuant to the Distribution Tariff Regulation by virtue of its Credit Rating shall report to EDTI any downgrading of its Credit Rating within two (2) Business Days of the downgrading and must provide any additional security required as a result of the downgrading within five (5) Business Days of the downgrading as required under section 9 of the Distribution Tariff Regulation.

If the Retailer fails to provide any additional security that it is required to provide, EDTI reserves the right to suspend the provision of additional Distribution Access Service until the Retailer provided EDTI with the required security.



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A Retailer must maintain the required amount of security deposit until all obligations of the Retailer under EDTI's Distribution Tariff are satisfied.

### **8.3 Use of Security**

If a Retailer defaults in paying any amounts owing under EDTI's Distribution Tariff, EDTI will provide the Retailer notice as required by section 12 of the Distribution Tariff Regulation and will be entitled to draw on the security deposit of the Retailer to recover the Retailer's arrears including any accrued interest if they are not paid within three (3) Business Days after the date of the notice, provided that EDTI shall be entitled to draw on the security deposit without notice if, in the opinion of EDTI, the giving of such notice would impair EDTI's ability to make a claim against the Retailer's security or to deduct the unpaid arrears from the Retailer's financial deposit. EDTI may require additional security to replace the security drawn down because of the default by the Retailer. The Retailer must provide the additional security within five (5) Business Days of EDTI's request to do so.

### **8.4 Suspension of Service**

If the Retailer fails to provide any security that it is required to provide under this Article 8, EDTI reserves the right to suspend the provision of additional Distribution Access Service until the Retailer provides EDTI with the required security.

### **8.5 Costs of Security**

All costs associated with the provisions of the security required to be provided by a Retailer for its obligations under EDTI's Distribution Tariff are the responsibility of the Retailer.

## **ARTICLE 9 – METERING**

### **9.1 Meter Reading**

EDTI shall make an actual meter reading for each Point of Service for which it provides Distribution Access Service for Customers of the Retailer in accordance with EDTI's meter reading schedule. At the request of a Retailer of Record, EDTI shall make an actual meter reading that does not fall within EDTI's meter reading schedule, off-cycle, as may be requested by the Retailer and EDTI will charge the Retailer for additional meter reading expense as set forth in the Fee Schedule as "Off-Cycle Meter Reads".

### **9.2 Record**

An accurate record of meter readings will be kept by EDTI which will be the basis for billing by EDTI to the Retailer in accordance with the Distribution Tariff.

### **9.3 Estimated Consumption and Demand**





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The amount of energy used by a Customer will be estimated by EDTI based on the best available sources of information and evidence in the following circumstances:

- (a) where the Customer's Point of Service is not metered;
- (b) where a meter is inaccessible due to conditions on the Customer's premises;
- (c) where the meter is not scheduled to be read;
- (d) where it is determined that the amount of energy used was different from that recorded or billed due to incorrect billing procedures;
- (e) where a meter reading schedule or a meter change creates a transition period in EDTI's billing cycle; or
- (f) if the seal of a meter is broken or if the meter does not register correctly, regardless of the cause.

For small general service Customers whose load requirements are small, consistent, and can be accurately predicted, the billing demand may be determined, at the sole discretion of EDTI, from the nameplate rating of the Customer's equipment rather than being metered.

The demand of certain equipment which is used for short periods of time, such as arc welders, does not fully register on the thermal demand meters. Points of Service which include this type of equipment may be billed on an estimated demand.

If requested by the Retailer, EDTI will provide the Retailer with a description of the methodology used to estimate the use of energy by the Customers of the Retailer.

#### **9.4 Other Metering Services**

At the request by the Retailer, or with the Retailer's consent, EDTI may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

#### **9.5 Meter Testing**

At the request of a Retailer, EDTI shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated for this purpose. EDTI charges a fee as set forth in the Fee Schedule. If the meter is inaccurate, EDTI will refund the fee and make appropriate adjustments to the applicable Retailer's bills. If the meter is found to be accurate, EDTI will keep the fee to cover the cost of testing the meter.



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## 9.6 Adjustments for Faulty Metering

EDTI may make consumption and demand adjustments for faulty metering:

- (a) if the seal of a meter is broken or if the meter does not register correctly regardless of the cause;
- (b) when a Point of Service has been unmetered or incorrectly metered, regardless of the cause, or when a meter is found to be inaccurate in accordance with the *Electricity and Gas Inspection Act*, R.S. 1985, c. E-4 as amended from time to time; in these cases EDTI will make adjustments for a period not exceeding three (3) months, unless it can be shown that the error was due to some specific reported cause, the date of which can be fixed, in which case the actual date shall be used; or
- (c) where a Point of Service is unmetered and any seal attached to motors or other equipment is broken or any unauthorized change in the Facilities has been made.

Notwithstanding the section “Adjustment of Bills in Event of Billing Error”, in any of the above noted cases EDTI may make adjustments for the lesser of the period of the error or one (1) year.

## ARTICLE 10 – LOAD SETTLEMENT

### 10.1 Request for Information

A Retailer may request profiling and settlement information above the basic service provisions for Load Settlement specified in the Settlement System Code providing:

- (a) the Retailer provides a written request to EDTI outlining the purpose for the additional settlement information; and
- (b) the additional settlement information applies only to the Customers of the Retailer.

Upon satisfaction of the above requirements, EDTI will advise the Retailer in a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information to the Retailer.

### 10.2 Liability

The process of Retailer Load estimation involves statistical samples and estimating error. EDTI shall not be responsible for any sampling or estimating errors and shall not be liable to any Retailer for any costs that are associated with such errors.



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## ARTICLE 11 – LIABILITY AND INDEMNITY

### 11.1 EDTI Liability

Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between EDTI and a Retailer relating to the provision of Distribution Tariff Services (an “EDTI Agreement”) EDTI, its directors, officers, agents, employees and representatives (“EDTI Parties”) shall not be liable to the Customer, its directors, officers, agents, employees and representatives (collectively, the “Retailer Parties” and, individually, a “Retailer Party”) for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Retailer Parties, or any of them, whether of a direct, indirect, special or consequential nature, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of the EDTI Parties, or any of them, except for direct property damages incurred by the Retailer as a direct result of a breach of these Terms and Conditions or applicable EDTI Agreement or other act or omission by an EDTI Party, which breach or other act or omission is caused by the negligence or willful act or omission of harm of such EDTI Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the EDTI Party acting negligently or willfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, “direct property damage” shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.

### 11.2 Release

Subject to Section 11.1 above, none of the EDTI Parties (as defined above) will be liable to any of the Retailer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Retailer Parties or any of them, howsoever and whensoever caused, and each Retailer Party hereby forever releases each of the EDTI Parties from any liability or obligation in respect thereof.

### 11.3 Retailer Liability

#### 11.3.1 General

In addition to any other liability provisions set out in these Terms and Conditions or any provision in an EDTI Agreement (as defined above), a Retailer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EDTI Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of a Retailer Party that result in a breach (“Breach”) of these Terms and Conditions or the applicable EDTI Agreement, or any negligent or willful acts or omissions of harm of a Retailer Party outside of a Breach. Any



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liability under this section will be limited to an amount in proportion to the degree to which the Retailer Party is at fault.

### **11.3.2 Indemnification by Retailer of EDTI for Third Party Claims**

- (a) A Retailer (the “Indemnitor”) shall indemnify and hold harmless EDTI Parties (as defined above) (“Indemnitee(s)”) from and against any direct damages, injuries, losses and other liabilities claimed against the Indemnitee or any of them, and all related costs and expenses (including reasonable legal fees) suffered or incurred by any of them in relation to any claims, causes of action, actions, suits or proceedings by a third party (“Claim”) which arise from damage to property or injury to or death of persons resulting from the Indemnitor’s failure to perform its obligations under these Terms and Conditions or the applicable EDTI Agreement (as defined above), which failure is caused by the negligence or willful act or omission of harm of the Indemnitor acting within the scope of its authority or employment. The indemnity under this section will be limited to an amount in proportion to the degree to which the Indemnitor is at fault.
- (b) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Section, such Indemnitee will give the Indemnitor prompt notice of the Claim, which shall describe the Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by the Indemnitee. The failure to promptly notify the Indemnitor hereunder shall not relieve the Indemnitor of its obligations hereunder, except to the extent that the Indemnitor is actually and materially prejudiced by the failure to so notify promptly.
- (c) Subject to Section 11.3.2(b) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Section 11.3.2(a) in respect of:
- (i) all of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within ten (10) days following the Indemnitor’s receipt of the Indemnitee’s notice of such Claim and if the existence of such obligation to indemnify is made known by the Indemnitor to the third-party claimant (and, if applicable, to the court or other tribunal determining the Claim), the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to the particular Claim and the Indemnitor shall be entitled, at its option, to take carriage of the defense of the Claim by its own counsel and, if it elects to do so, the Indemnitee shall cooperate with the Indemnitor



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to the fullest reasonable extent in the defense, settlement or compromise of the Claim; or

- (ii) some, but less than all, of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within ten (10) days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the Indemnitee is of the opinion that the Indemnitor's interests are not in conflict with its own, the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to that portion of the Claim in respect of which the Indemnitor has an obligation to indemnify the Indemnitee and consult with the Indemnitor in respect thereof.

The Indemnitee shall not make any admission of the liability regarding, or settle or compromise, that portion of the Claim in respect of which the Indemnitor has acknowledged its obligation to indemnify the Indemnitee without the written consent of the Indemnitor, which consent shall not be unreasonably withheld.

The provisions of this Section 11.3.2(c) shall not apply in respect of any Claim to which the Indemnitor is, or may reasonably be expected to be, a party and where the Indemnitee is asserting legal defenses in relation to the Claim that conflict with legal defenses being asserted by the Indemnitor.

## **ARTICLE 12 – FORCE MAJEURE**

### **12.1 Force Majeure Relief**

If an event or circumstance of Force Majeure occurs that affects EDTI's ability to provide any Distribution Access Service, EDTI's obligations and responsibilities hereunder and under any agreement relating to the provision of Distribution Access Service, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Distribution Access Service. A Retailer will be required to continue to pay the Minimum Charge, if applicable, during the period in which EDTI claims relief by reason of Force Majeure.

### **12.2 Notice**

EDTI shall promptly give the relevant party notice of the Force Majeure including full particulars hereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of EDTI's obligations.



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### **12.3 Obligation to Remedy**

EDTI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

### **12.4 Strikes and Lockouts**

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EDTI and EDTI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of EDTI or deprive EDTI of the benefits of this Article 12.

## **ARTICLE 13 – DISPUTE RESOLUTION**

### **13.1 Resolution by EDTI and Retailer**

If any dispute between EDTI and a Retailer arises at any time in connection with these Terms and Conditions, EDTI and the Retailer acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved pursuant to this Article 13, the chief executive officers of EDTI and the Retailer shall meet to attempt to resolve the dispute.

### **13.2 Resolution by Arbitration**

If any dispute has not been resolved pursuant to Section 13.1 hereof within thirty (30) days after notice from EDTI or the Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 13.3 to 13.11 hereof. EDTI and the Retailer shall abide by the terms of any award rendered by the arbitrator(s) appointed hereunder without delay.

### **13.3 Arbitrators**

All disputes or differences between EDTI and a Retailer in connection with these Terms and Conditions shall be referred (unless EDTI and the Retailer concur in the appointment of a single arbitrator) to a board of arbitrators consisting of one (1) arbitrator to be appointed by each of EDTI and the Retailer who shall, by instrument in writing, appoint a third arbitrator immediately after they are themselves appointed. Notwithstanding the foregoing, any disputed matters between EDTI and a Retailer relating to an order or direction made or approved by the Commission or falling within the exclusive jurisdiction of the Commission, shall be referred to the Commission for resolution.



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#### **13.4 Failure to Concur**

EDTI and a Retailer shall be deemed to have failed to concur in the appointment of a single arbitrator if such an arbitrator shall not have been appointed within fifteen (15) days after the serving by either EDTI or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

#### **13.5 Refusal to Appoint an Arbitrator**

If either EDTI or the Retailer shall neglect or refuse to appoint an arbitrator within fifteen (15) days after the other party (provided such other party has appointed its arbitrator) has served EDTI or the Retailer, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default.

#### **13.6 Failure to Appoint a Third Arbitrator**

If the arbitrators appointed by EDTI and the Retailer have not, within fifteen (15) days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either EDTI or the Retailer shall be entitled to apply upon notice to the other party to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.

#### **13.7 Technical Competence**

Any arbitrator appointed under the provisions of this clause whether by concurrence of EDTI and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta shall, in the opinion of the persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

#### **13.8 Compensation of Arbitrators**

Each party shall be responsible for the costs of the arbitrator appointed by it hereunder. The costs of the third arbitrator shall be divided evenly between the parties.

#### **13.9 Application of the Arbitration Act (Alberta)**

Except as herein modified, the provisions of the *Arbitration Act*, R.S.A., 2000, c. A-43, as amended from time to time, shall apply to any arbitration proceeding.

#### **13.10 Decisions Binding**

A decision of the single arbitrator or the majority of the three arbitrators named or appointed shall be final and binding upon each of the parties to the dispute or difference.



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### **13.11 Continuity of Service**

All performance required under these Terms and Conditions by EDTI and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 13, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the rate quoted by the Royal Bank of Canada as its “prime rate” from the date so determined until paid.

## **ARTICLE 14 – ADDITIONAL PROVISIONS RELATING TO SERVICES**

### **14.1 Independent System Operation or Transmission Facility Owner Requirements**

The Retailers acknowledge and agree that EDTI is bound by all operating instructions, policies and procedures of the ISO and transmission facility owners which are needed to maintain the integrity of the Interconnected Electric System. The Retailers acknowledge and agree that they will cooperate with EDTI so that EDTI will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.

### **14.2 Compliance with Applicable Legal Authorities**

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

### **14.3 Service Interruption**

While EDTI takes all reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service. Without liability of any kind to EDTI, EDTI shall have the right to disconnect or otherwise curtail, interrupt or reduce Distribution Tariff Service to Customers whenever EDTI reasonably determines, or when EDTI is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is:





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- (a) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EDTI's Facilities;
  - (b) to maintain the safety and reliability of EDTI's distribution system; or,
  - (c) due to any other reason including dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of EDTI's distribution system or Force Majeure.

#### **14.4 No Assignment**

A Retailer shall not assign any of its rights or obligations under these Terms and Conditions or any other agreement with EDTI relating to Distribution Tariff Services without obtaining any necessary regulatory approvals and EDTI's approval where required in such agreement. No assignment shall relieve the Retailer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and EDTI has agreed to the novation. Any assignment in violation of this section shall be void.

#### **14.5 No Waiver**

The failure of EDTI or a Retailer to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or any other agreement between EDTI and a Retailer relating to Distribution Tariff Services, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement between EDTI and a Retailer relating to Distribution Tariff Services 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.

#### **14.6 Law**

These Terms and Conditions and any other agreement between EDTI and a Retailer relating to Distribution Tariff Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions or any other agreement relating to Distribution Tariff Services shall be brought in the courts of the Province of Alberta.



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## **DISTRIBUTION TARIFF POLICIES**



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## ARTICLE 1 – INTRODUCTION TO POLICIES

These Policies, as approved by the Alberta Utilities Commission (the “Commission”), form part of the Distribution Tariff of EPCOR Distribution & Transmission Inc. (“EDTI”) and are established pursuant to section 102 of the *Electric Utilities Act 2003*, c. E-5.1. The Distribution Tariff is available for public inspection during normal business hours at the business offices of EDTI and can be accessed on EDTI’s web site at:

<http://www.epcor.com/products-services/Pages/default.aspx>

These Policies apply, as applicable, to the implementation of the Rate Schedules, the Terms and Conditions for Distribution Service Connections and the Terms and Conditions for Distribution Access Service.

The service provided by EDTI under the Distribution Tariff is regulated by the Board and parties having any inquiries or complaints regarding these Policies may direct such inquiries or complaints directly to EDTI or to the Commission.

No agreement can provide for the waiver or alteration of any part of these Policies unless such agreement is first filed with and approved by the Commission. Whenever the Commission approves an amendment to these Policies, such amendment, including its effective date, will be posted on EDTI’s website at:

<http://www.epcor.com/products-services/Pages/default.aspx>

## ARTICLE 2 – DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

The following words and phrases, whenever used in these Policies, shall have the meanings set forth below:

“**Act**” means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as re-enacted, amended or replaced from time to time;

“**Ancillary Services**” has the meaning attributed to it in the Act;

“**Board**” or “**EUB**” means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act*, R.S.A., 2000, c. A-17, as re-enacted, amended or replaced from time to time;



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**“Business Day”** means a business day is any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as re-enacted, amended or replaced from time to time;

**“Commercial Operation”** means the date upon which a load or Generating Unit begins to operate on EDTI’s distribution system in a manner which is acceptable to EDTI and which is expected to be normal for it to so operate, after Energization and Commissioning.

**“Commission”** or **“AUC”** means the Alberta Utilities Commission, formerly the Alberta Energy and Utilities Board, established under the *Alberta Utilities Commission Act*, R.S.A., 2007, c. A-37.2, as re-enacted, amended or replaced from time to time;

**“Commissioning”** means those limited activities (as approved in advance by EDTI and subject to written agreement) conducted after interconnection which are required to ensure that a facility can satisfactorily enter Commercial Operation and that a facility meets EDTI’s requirements. Such written agreement will not extend beyond a three month period or a mutually agreed to commissioning period.

**“Contracted Minimum Demand”** means the minimum Demand in kW or kVA specified in the Electric Service Agreement;

**“Customer”** means a person purchasing electricity for that person's own use from a Retailer;

**“De-energization”** has the meaning attributed to it in the Settlement System Code and **“De-energized”** and **“De-energize”** have correlative meanings;

**“Default Supplier”** means a Retailer appointed by EDTI pursuant to section 3 of the RRR Regulation;

**“Distribution Access Service”** has the meaning given to it in the Act;

**“Distribution Access Service Tariff”** means DT - Schedule 1, entitled “Distribution Access Service Tariff” forming part of the Rate Schedules.

**“Distribution Services Agreement”** means an agreement between EDTI and a Retailer for the provision of the applicable Distribution Access Service;

**“Distribution Tariff”** means a distribution tariff prepared by EDTI and approved by the Commission in accordance with section 102 of the Act, which consists of the Rate Schedules, the Terms and Conditions for Distribution Access Service, the Terms and Conditions for Distribution Connection Services and these Policies;

**“Distribution Tariff Services”** means all services provided by EDTI under the Distribution Tariff;



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“**EDTI**” or “**EPCOR Distribution & Transmission**” means EPCOR Distribution & Transmission Inc., and for certainty includes its predecessor in interest by amalgamation EPCOR Distribution Inc.;

“**Electric Service Agreement**” means an agreement between EDTI and a Customer for the provision of Distribution Access Service in relation to a Service Connection;

“**Electricity Services**” means the services associated with the provision of electricity to a person, including the exchange of electric energy, making financial arrangements to manage financial risk associated with the pool price, Distribution Access Service, system access service, ancillary services, billing, metering, performing load settlement and any other services specified in regulations made under the Act;

“**Emergency**” means, as declared by the ISO System Controller, either: any abnormal system condition which requires immediate manual or automatic action to prevent abnormal system frequency deviation, abnormal voltage levels, equipment damage, or tripping of system elements which might result in cascading effects; or a state in which the Interconnected Electric System lacks sufficient System Support Services.

“**Energy**” means electric energy (normally expressed in kiloWatt hours (kWh) or kilo watt(kW));

“**Energization**” has the meaning attributed to it in the Settlement System Code

“**Facilities**” means physical plant (including, without limitation, distribution lines, transformers, meters, equipment, machinery and other electrical apparatus) on EDTI’s side of the Point of Service interconnection excluding transmission facilities;

“**Final Settlement**” means final settlement under the Settlement System Code;

“**Force Majeure**” means: acts of God; strikes; lockouts or other industrial disturbances; vandalism; wars; riots; epidemics; landslides; lightning; earthquakes; explosions; fires; storms; intervention of federal, provincial, or local government (or from any of their agencies or boards); the order or direction of any court; inability to obtain, interruption, suspension, curtailment or other diminution of, supply of materials, utilities, or services from any supplier (including, without limitation, transmission facility owners, System Support Service providers or the ISO) and any other causes, whether of the kind herein enumerated or otherwise, not within the control of EDTI and which by the exercise of due diligence EDTI is unable to prevent or overcome.

“**Independent System Operator**” or “**ISO**” means the corporation established by section 7 of the Act;



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**“Interconnected Electric System”** means all transmission facilities and electric distribution systems in Alberta that are interconnected;

**“Load”** means energy consumed by Customers together with allocated losses and unaccounted for energy;

**“Load Settlement”** means “load settlement” as defined in the Act;

**“Minimum Charge”** means the higher of the rate minimum and the rate applied to the Contracted Minimum Demand;

**“MVA”** means megavolt-ampere or megavolt-amperes;

**“Point of Delivery”** or **“POD”** means the point at which electrical energy is transferred from a transmission facility owner’s Transmission Facility to a distribution system and where the electric energy so transferred is measured;

**“Rate Schedules”** means the Distribution Access Service Tariff and the Transmission System Access Service Tariff, which set out charges for Distribution Tariff Services;

**“Regulated Rate Tariff”** means a regulated rate tariff for the provision of Electricity Services to eligible customers prepared by EDTI, or a person with whom EDTI makes arrangements to do so, pursuant to section 102 of the Act;

**“Regulations”** means regulations made under the Act;

**“Retailer”** means a person who sells or provides Electricity Services directly to Customers and carries out the functions and duties of a “retailer” under the Act, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible customers, and Self-Retailers;

**“Self-Retailer”** means a person carrying out Retailer functions to obtain electricity services solely for its own use;

**“Service Connection”** means the Facilities required to physically connect the Customer’s facilities to EDTI’s electric distribution system to permit the Customer to obtain Distribution Access Service;

**“Settlement System Code”** means the rules respecting Load Settlement approved by the AUC and set out in Rule 021;

**“Site”** means a unique end-use Point of Service, being the finest level at which Load Settlement recognizes Retailer assignments, and receives consumption data;



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**“Standby Site”** means a Site, associated with a main Site, that is constructed for redundancy and is designated as a “Standby Site” by EDTI;

**“Transmission System Access Tariff”** means DT - Schedule 2, entitled “Transmission System Access Tariff” forming part of the Rate Schedules.

Words and phrases that used in these Policies that given meaning in another part of the Distribution Tariff and are not otherwise defined in these Policies shall have the meanings given to those words and phrases in that other part of the Distribution Tariff.

## 2.2 Conflicts

If there is any conflict between a provision expressly set out in an order of the Commission and these Policies, the order of the Commission shall govern.

If there is any conflict between a provision in these Policies, as may be amended from time to time, and a provision in the Terms and Conditions for Distribution Service Connections or the Terms and Conditions for Distribution Access Service, the provision in the Terms and Conditions for Distribution Service Connections or the Terms and Conditions for Distribution Access Service, as applicable, shall govern.

If there is any conflict between a provision in these Policies, as may be amended from time to time, and a provision in a Distribution Services Agreement or any other existing or future agreement between EDTI and a Retailer relating to Distribution Tariff Services, the provision in these Policies shall govern.

## 2.3 Extended Meanings

In these Policies, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa. Words importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

## ARTICLE 3 – POLICIES

### 3.1 Policies

The Policies consist of the following:

- a) the Distribution Access Service Tariff Treatment of Standby Services Policy attached as Schedule “A”;
- b) the Transmission System Access Tariff Treatment of Standby Services Policy attached as Schedule “B”;





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- c) the Applicability of Existing Site Demand Ratchets to New Customers Policy attached as Schedule “C”;
- d) the Totalization of Transmission Demand Policy attached as Schedule “D”; and
- e) the Hard to Read Meter Policy attached as Schedule “E”
- f) the Determination of Charges for Site Specific Customers Served by Shared Feeders Policy attached as Schedule “F”



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**SCHEDULE A: - DISTRIBUTION ACCESS SERVICE TARIFF TREATMENT OF  
STANDBY SERVICES POLICY**

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**Introduction:**

This Policy sets out EDTI's policy in relation to the treatment under its Distribution Access Service Tariff of services provided for Standby Sites

**Other Related Policies:**

Transmission System Access Tariff Treatment of Standby Services Policy.

**Rate Classes Affected:**

This Bulletin is applicable to sites designated as Standby Sites belonging in the following Distribution Access rate classes:

- Commercial/Industrial Service 150 to < 5,000 kVA
- Primary Commercial/Industrial Service 150 to < 5,000 kVA

**Policy:**

1. This Policy deals with the application of EDTI's Distribution Access Service Tariff to services provided to Standby Sites.
2. EDTI's Distribution Access Service Tariff is applied at the Site level.
3. Standby Sites are designed to be used infrequently, during periods when the associated main Site is down for maintenance or is otherwise unavailable. When properly used in this manner, the load on the Standby Site(s) will exhibit absolute diversity relative to the main Site (i.e. the main Site and Standby Site(s) will not be simultaneously loaded). The Standby Site will then qualify to have its Demand Charges waived.
4. In cases where EDTI requires that a Customer with a Standby Site switch Load to the Standby Site, EDTI will waive the Demand Charges on that site.

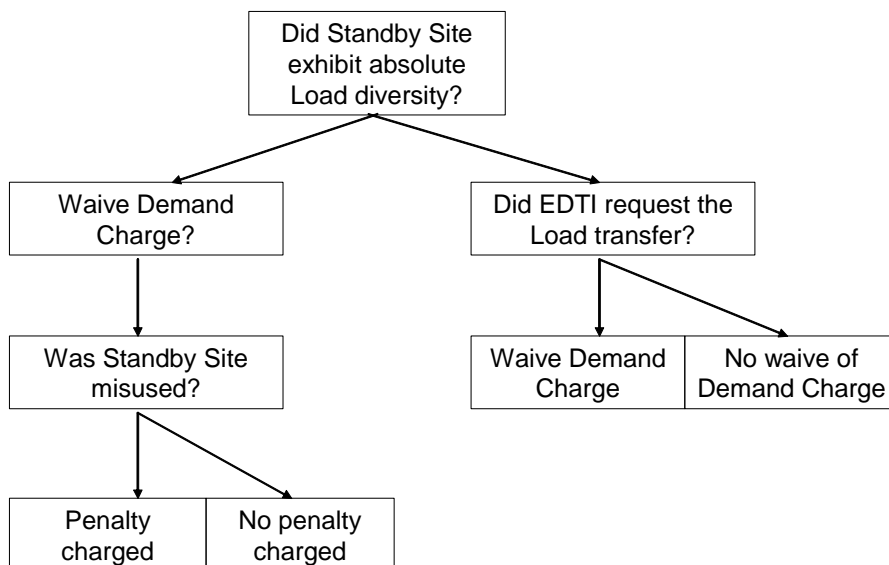


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- Standby Sites must not to be used for peak avoidance or Load splitting purposes (e.g. the peak demand registered on a Standby Site or the coincident sum of the peak demand registered on a main Site and the associated Standby Site(s) must not exceed the previously established peak on the main Site). Such misuse of the Standby Site will result in a penalty charge for each incidence of misuse determined as follows:

$$\text{Penalty Charge} = \$10 \times (\text{KW}_{\text{Standby site peak demand}} - \text{KW}_{\text{Main site billing demand}})$$

- The following flow chart illustrates the Distribution Access Service Tariff treatment for Standby Sites:



- For tariff administration purposes, all Standby Sites are initially assumed to have achieved absolute load diversity and will receive the Demand Charge waiver. The waiver will only be revoked if EDTI subsequently determines that the Standby Site did not qualify for the waiver.
- EDTI will conduct periodic reviews on Standby Sites to verify that they are not being misused. EDTI's determination shall be final.
- EDTI will not make any further adjustments to the waiver of Demand Charges after the Final Settlement date.
- This Policy will take effect on January 1, 2021 and will supersede and replace the previous policy applicable to the treatment of services for Standby Sites under EDTI's Distribution Access Service Tariff.



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## SCHEDULE B: - TRANSMISSION ACCESS TARIFF TREATMENT OF STANDBY SERVICES POLICY

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### **Introduction:**

This Policy sets out EDTI's policy in relation to the treatment under its Transmission System Access Tariff of services provided for Standby Sites.

### **Other Related Policies:**

Distribution Access Tariff Treatment of Standby Services Policy.

### **Rate Classes Affected:**

This Policy applies to Sites designated by EDTI as Standby Sites belonging in the following Transmission System Access Tariff rate class:

- Primary and Secondary Commercial/Industrial Service 150 to < 5,000 kVA Connected to EPCOR's Distribution System
- Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA

### **Policy:**

1. This Policy deals with the application of EDTI's Transmission System Access Service Tariff to services provided for Standby Sites.
2. EDTI's Transmission System Access Tariff is designed to "flow-through" the charges under the ISO's) tariff.
3. Although the ISO's tariff does not address Standby Sites, EDTI has determined that under certain conditions, a waiver by EDTI of the demand charges under EDTI's Transmission System Access Tariff for Standby Sites is consistent with the "flow-through" design philosophy of its Transmission System Access Tariff.



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4. In all cases where customers plan to use their Standby Site(s), the Customer must receive authorization from EDTI's Operator in Charge a minimum of 24 hours in advance of this planned use. Depending on the anticipated system loading this request may be rejected and/or an alternate more suitable time scheduled (i.e. to avoid increasing POD demands). As well, when directed by EDTI to do so, the Customer must forthwith switch the Load back on to the main Site(s). The Operator in Charge for EDTI is:

D&T System Control Operator  
Hugh J. Bolton Service Centre  
12116-107 St.  
Edmonton, Alberta. T5G 2S7  
Phone: (780) 412-4501 Fax: (780) 412-4530

- a) Where both the main Site and associated Standby Site(s) are connected to the same POD, the Standby Site(s) will receive a waiver of the demand charges under EDTI's Transmission System Access Tariff.
- b) Where the main Site and associated Standby Site(s) are connected to different PODs, the Standby Site(s) will receive a waiver of the demand charges under EDTI's Transmission Access Tariff **only** if the Customer has received authorization and followed the instructions provided by EDTI's Operator in Charge.
5. Standby Sites must not to be used for peak avoidance or load splitting purposes (e.g. the peak demand registered on an associated Standby Site(s) must not exceed the peak on the main Site). Such misuse of the Standby Site will result in a penalty charge for each incidence of misuse determined as follows:

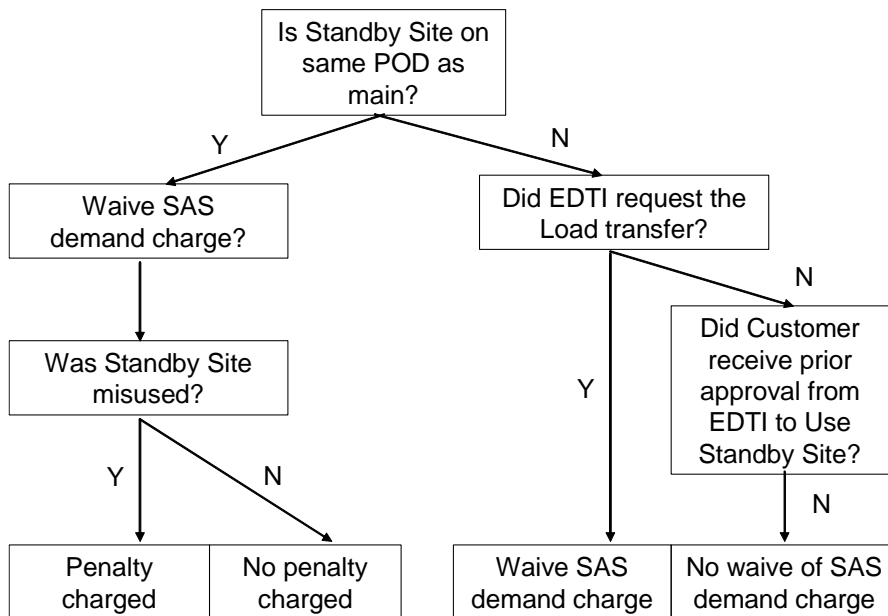
$$\text{Penalty Charge} = \$10 \times (\text{KW}_{\text{Standby Site peak demand}} - \text{KW}_{\text{Main Site billing demand}})$$

6. In cases where EDTI requires the Customer with a Standby Site to switch load to the Standby Site, EDTI will also waive the demand charges under EDTI's Transmission System Access Tariff at that site.



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7. The following flow chart illustrates the Transmission System Access Tariff treatment for Standby Sites :



8. For tariff administration purposes, all Standby Sites are initially assumed to have met the above qualifying criteria, and will have the demand charges under the Transmission System Access Tariff waived. The waiver will only be revoked if EDTI subsequently determines that the Standby Site did not qualify for the waiver.
9. EDTI will conduct periodic reviews on Standby Sites to verify that they are not being misused. EDTI’s determination shall be final.
10. EPCOR will not make any further adjustments in relation to the waiver of demand charges under the Transmission System Access Tariff after the Final Settlement date.
11. This Policy will take effect on January 1, 2021 and will supersede and replace the previous policy applicable to the treatment of services for Standby Sites under EDTI’s Transmission System Access Tariff.



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## SCHEDULE C: - APPLICABILITY OF EXISTING SITE DEMAND RATCHETS TO NEW CUSTOMERS POLICY

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### **Introduction:**

This Policy sets out EDTI's policy in relation to the continued application of pre-existing demand ratchets in determining charges to Retailers under EDTI's Distribution Access Service Tariff and Transmission System Access Tariff in cases where a new Customer has moved onto a Site in EDTI's service area.

### **Other Related Policies:**

None.

### **Rate Classes Affected:**

This Policy is applicable to all rate classes subject to demand ratchets under EDTI's Distribution Access Tariff and Transmission System Access Tariff.

### **Policy:**

1. Maintaining records and accounts relating to customers is the responsibility of retailers, as per Part 3.2, section 31.992(2) of the *Electric Utilities Act*. The billing systems of Wires Services Providers (like EDTI) are therefore generally not designed to track customers of retailers. Changes to customer identities are not monitored by EDTI.
2. Demand ratchets incurred by EDTI under its Transmission System Access Tariff in relation to ISO transmission charges to serve Sites are not reset by the ISO due to Customer turnover at EDTI's Sites. Article 21 of the ISO's 2003 Tariff Terms and Conditions of Service ("ISO Terms and Conditions") sets out the limited conditions under which the ISO may, in its discretion, waive its peak "Metered Demand" for a POD.
3. Existing demand ratchets EDTI's Transmission System Access Tariff applicable to Sites will not be reset due to Customer turnovers at the Sites and the charges to the Retailers for the new Customers will continue to be based on the existing demand ratchets for the Sites. The only exceptions are if the demand ratchet for a Site was caused by one of the events listed in Article 21 of the ISO Terms and Conditions. Those events are:



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- “Commissioning” as defined in Article 1 of the ISO Terms and Conditions;
- activities required to repair and maintain transmission facilities;
- pre-scheduled activities required to repair and maintain distribution facilities;
- load restoration activities following an outage of transmission or distribution facilities or caused by an “Emergency” as defined in Article 1 of the ISO Terms and Conditions;
- an event of “Force Majeure” as defined in Article 1 of the ISO Terms and Conditions, or
- compliance with a dispatch instruction from the ISO during an “Emergency”, in each case as defined in Article 1 of the ISO Terms and Conditions.

Approval by EDTI of any request to reset the demand ratchet under its Transmission Access Service Tariff for a Site will be contingent on receipt of information satisfactory to EDTI confirming that the demand ratchet was caused by one of the above events and the ISO waving compliance with its peak Metered Demand at the applicable POD.

4. Existing demand ratchets under EDTI’s Distribution System Access Tariff applicable to Sites will not be reset by EDTI due to Customer turnovers at the Sites and the charges to the Retailers for the new Customers will continue to be based on the existing demand ratchets for the Site. The only exceptions are if the demand ratchet for a Site was caused by:
- Commissioning;
  - activities required to repair and maintain distribution facilities;
  - pre-scheduled activities required to repair and maintain distribution facilities;
  - load restoration activities following an outage of distribution facilities or caused by an Emergency;
  - an event of Force Majeure, or
  - compliance with a dispatch instruction from the “System Controller” during an Emergency.

Approval by EDTI of any request to reset the demand ratchet under its Distribution Access Service Tariff for a Site will be contingent on receipt of information satisfactory to EDTI confirming that the demand ratchet was caused by one of the above events.

5. The Policy only addresses the demand ratchet treatment between EDTI and Retailers under EDTI’s Distribution Access Service Tariff and Transmission System Access Tariff. Any





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specific arrangements between Retailers and their customers are beyond the scope of this Policy.

6. This Policy will take effect on January 1, 2021 and will supersede and replace the previous policy applicable to the application of demand ratchets under EDTI's Distribution Access Service Tariff and Transmission System Access Tariff.



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## **SCHEDULE D: - TOTALIZATION OF TRANSMISSION DEMAND POLICY**

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### **Introduction:**

This Policy sets out EDTI's totalization policy for certain Sites subject to EDTI's Transmission System Access Tariff.

### **Other Related Policies:**

None.

### **Rate Classes Affected:**

The totalization policy relates to the following Transmission System Access Tariff rate class:

“Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System”.

### **Policy:**

1. Customers eligible for totalization are those Customers with 2 or more Sites on a single POD and belong in the “Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System” rate class Sites not on the same POD are not eligible for totalization.
2. Eligible Customers may, at their option, request EDTI to totalize the demands of their sites on the same POD for purposes of determining Billing Demand under the Transmission System Access Tariff. Once it is made, the Customer's election for totalization will be effective for a minimum term of 5 years and will be irrevocable by the Customer during the 5-year term. Eligible customers electing totalization will effectively be treated as “stand-alone” PODs, and consequently will no longer receive the average diversity factor<sup>1</sup> benefits designed in EDTI's Transmission System Access Tariff for non-totalized sites.
3. Pre-existing demand ratchets from totalized sites will be replaced by a single, totalized

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<sup>1</sup> Charge code “SASCS-1” shown on the Rate Schedule for “Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System” applies an average diversity factor for all (un-totalized) sites in this rate class.



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demand ratchet calculated according to the method used by the Independent System Operator (ISO) from time to time for such calculations and based on the Customer's share of POD demand at the time of the peak demand using 5 years of historic data. Totalized demand ratchets will no longer receive the average diversity benefits designed in EDTI's Transmission System Access Tariff for non-totalized sites.

4. Consistent with the ISO's policy, Customers electing to be totalized must enter into a contractual arrangement with EDTI for the capacity required. The capacity being contracted for will be known as "contract demand". Actual totalized demand must not exceed contract demand by more than 10%. Customers will be required to increase contract demand if necessary to satisfy this requirement. Minimum billing demand will be assessed at 90% of contract demand.
5. Totalization may or may not be beneficial for any particular Customer. EDTI shall have no responsibility to determine, or advise any customer as to, the potential benefits or disbenefits of totalization for that customer.
6. This Policy will take effect on January 1, 2021 and will supersede and replace the previous policy applicable to totalization of Site demands.



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## **SCHEDULE E: - HARD TO READ METER POLICY**

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### **Introduction:**

Under the Settlement System Code, EDTI is required to obtain bi-monthly meter readings to facilitate accurate load settlement. This Policy sets out the EDTI policy for the installation of remote read meters at, or the De-energization of, “hard to read meter” Sites.

### **Other Related Policies:**

None.

### **Sites Affected:**

This Bulletin is applicable to metered sites receiving the following services under Distribution Access Service Tariff:

*Residential Service.*

### **Policy:**

1. A “hard to read meter” is a meter where EDTI’s access to the meter to obtain a regular meter reading is prevented or hindered for any reason. This could be because the meter is locked inside of a building or fenced yard or access to the meter is blocked by material, debris or dogs.
2. EDTI will maintain a record of all attempts to obtain meter reads where EDTI’s access to obtain a regular meter read is prevented or hindered and EDTI is unable to obtain the meter reads.
3. If EDTI is unable to obtain a regular meter read in a month (1<sup>st</sup> month), EDTI will attempt to read the meter on the next working day. No attempt will be made to read the meter during the 2<sup>nd</sup> month. An attempt will be made to read the meter on its regular read date for the 3<sup>rd</sup> month. If EDTI is unable to obtain the regular meter read in the 3<sup>rd</sup> month, EDTI will again attempt to read the meter on the next working day. If EDTI is unable to obtain a meter read, EDTI will continue to attempt to obtain a meter read on the meter’s regular read date for following months and will make additional attempts to obtain a meter read as EDTI considers appropriate in the circumstances.



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4. EDTI will make reasonable attempts to contact the Customer by phone, mail or written notice left at the site while attempting to obtain meter readings.
5. A written notice will be left in the Customer's mailbox if a meter read is not obtained by the 4<sup>th</sup> month. The notice will advise the Customer, among other things, that EDTI is legally required to obtain an actual meter reading every 2 months and that EDTI is entitled to access to read the meter. EDTI will endeavour to provide reasonable notice to the Customer when it requires access and the notice will advise the Customer to contact EDTI at the address or telephone number provided to make arrangements to have the meter read. The notice will also advise the Customer that the Service Connection may be disconnected if EDTI is unable to obtain a meter reading.
6. If EDTI contacts the Customer before the 5<sup>th</sup> month, EDTI will schedule an appointment with the Customer. EDTI will advise the Customer that the Customer can either provide regular access to EDTI for the purpose of reading the meter or permit EDTI install a remote read meter. The Customer will be advised that failure to do so could result in disconnection and the Customer could be charged for reconnection and that EDTI will not reconnect the Customer until a remote meter reading device has been installed. If the Customer fails to either provide regular access or permit the installation of a remote read meter by the 5<sup>th</sup> month, EDTI may proceed with the disconnection of the Customer.
7. If EDTI is not able to contact the Customer or schedule an appointment by the 5<sup>th</sup> month EDTI will mail a registered letter to the Customer advising the Customer that the Customer can either provide regular access to EDTI for the purpose of reading the meter or permit EDTI install a remote read meter within one month of the date of the letter and that, if the Customer is disconnected, the Customer could be charged for reconnection and EDTI will not reconnect the Customer until a remote read meter has been installed.
8. If EDTI disconnects the Customer under paragraph 6 or 7, EDTI will not reconnect the Customer until a remote read meter has been installed.
9. Disconnection of the Customer's Service Connection will only be used if EDTI considers disconnection appropriate in the circumstances as a last resort.
10. This Policy will take effect on January 1, 2021 and will supersede and replace the previous policy applicable to hard to read meters.



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## **SCHEDULE F: - ALLOCATION OF SHARED FEEDER COSTS FOR SITE SPECIFIC CUSTOMERS POLICY**

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### **Introduction:**

This Policy sets out EDTI's policy regarding determination of charges under its Distribution Access Service Tariff for Customers that fall within the various rate classes under EDTI's Distribution Access Service Tariff ("Site Specific Customers") where service is provided by a non-dedicated assets (including the ductlines, feeder cable, manholes, distribution transformers and other distribution assets associated with the feeder) that is shared by other Customers.

### **Other Related:**

None.

### **Rate Classes Affected:**

This Policy is applicable to Site Specific Customers that belong in the following Distribution Access Service rate class:

- Commercial/Industrial Service > 5,000 kVA.
- Any other rate class where service is provided by a feeder that is shared by other Customers.

### **Policy:**

1. For Site-Specific Customers, the charges associated with feeders are specific to the particular Customer and are calculated based on the cost of service associated with the particular feeder, as determined by EDTI.
2. Where a feeder is fully dedicated to a Site-Specific customer (i.e. not shared by other Customers), then the charges for the Site Specific Customer will reflect the full cost of service associated with that feeder.
3. Where a feeder used by a Site-Specific Customer is shared by other Customers then the charges for the Site-Specific Customer will reflect a share of the full cost of service associated with that shared feeder, based on the following formula:



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$$\text{Share} = \text{COS} \times (\text{SCMVA} \div \text{MMVA})$$

where:

“COS” is the full cost of service associated with the shared feeder;

“SCMVA” is the shared feeder capacity required by the Site Specific Customer, expressed in MVA; and

“MMVA” is the maximum capacity of the shared feeder, expressed in MVA.

4. The Site-Specific Customer must at EDTI’s request nominate the capacity, expressed in MVA, of the shared feeder required by the Site-Specific Customer, failing which EDTI will deem a capacity for the Site-Specific Customer. The Site Specific Customer must enter into an Electric Service Agreement with EDTI for the nominated or deemed capacity. The term of the Electric Service Agreement will be 15 years.
5. If, in EDTI’s assessment, the contracted capacity under the Electric Service Agreement with a Site Specific Customer is inadequate, then EDTI shall have the option of either installing a load-limiting device on the shared feeder (at the cost of the Site-Specific Customer), or imposing a penalty charge, should the capacity of the shared feeder actually used by the Site-Specific Customer exceed the contacted capacity. The penalty charge for each incidence where the capacity of the shared feeder actually used exceeds the contracted capacity shall be equal to:

$$\text{Penalty} = \$9 \times (\text{KVA}_{\text{shared feeder capacity actually used}} - \text{KVA}_{\text{contracted shared feeder capacity}})$$

## 6. Allocation

### a) Ductline Allocation

Where a Site Specific Customer is directly connected to the feeder cable of a shared feeder there will be an allocation applied to the portion of the ductline assets where the feeder cable is installed. The allocation method that is used to determine the Site Specific Customer cost is based on the number of feeder cables in ducts (one feeder cable per duct) connected to the Customer divided by the total amount of ducts that are filled with feeder cable in the ductline. For example; If there are two feeder cables, in two ducts, providing



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service to a Site Specific Customer and they are in a 12-way ductline that has 8 ducts that are in use (4 unused ducts) the allocation of the ductline is:  $2 / 8 = 0.25$ .

b) Manhole Allocation

Where a Site-Specific Customer is directly connected to a feeder cable of a shared feeder there will be an allocation applied to a portion of the manhole assets where the feeder cable(s) is installed. Manholes are allocated based on the number of Site-Specific Customer feeder cables divided by the total number of feeder cables that are running through the manhole. For example: If there are 12 feeder cables running through a manhole and if a Site-Specific Customer has two of the feeder cables passing through the manhole then the allocation is  $2 / 12 = 0.16667$ .

c) Feeder Cable Allocation

Where a Site-Specific Customer is directly connected to a feeder cable of a shared feeder there will be an allocation applied to the feeder cable so as to determine the shared cost. This allocation is calculated based on the Customer's peak load divided by the feeder cable capacity. For example; If a Site-Specific Customer has a peak load of 2.5mVA and the feeder cable capacity is 11mVA then the allocation of the feeder is:  $2.5 / 11 = 0.22727$ .

NOTE: Where a Site-Specific Customer is directly connected to a shared feeder cable, the feeder cable allocation is also applied to the ductline and manhole allocations to determine the Site-Specific Customer allocated cost of the ductlines and manholes.

d) Distribution Transformer Allocation

This allocation applies to transformers within the distribution system Downtown Network Grid that provide service to the Network Grid and a Site-Specific Customer. The allocation for the transformer is based on the maximum peak load design on the transformer versus the peak load required for the Site-Specific Customer. For example: a 1500kVA Network distribution transformer, with an 80% peak load design, feeds a Site-Specific Customer with a peak demand of 500kVA, the remaining capacity is allocated to the distribution system Network Grid. The allocation is calculated as  $500 / (1500 * 0.80) = 0.41667$ .





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e) Allocation of Other Assets

The capacity of a circuit is directly related to the capacity of the feeder cable. As a result the method used to determine the allocation for feeder cables of a shared feeder is applied to allocate other types of assets associated with the shared feeder and used to provide service to Site-Specific Customers. Following is a list of examples of other types of assets that can be associated with a shared feeder, and part of a circuit feeding a Site-Specific Customer, where the feeder cable allocation methodology is applied:

- aerial primary conductor
- anchors
- laterals
- pole configuration
- primary switch
- power feeder cable termination
- aerial primary metering
- headguys
- poles
- power cable splice
- conversion module

7. This Policy will take effect on January 1, 2021.



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## **SCHEDULE G: - REQUEST UNDER SECTION 101(2) OF THE ACT POLICY**

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### **Introduction:**

This sets out EDTI's policy for dealing with requests from Transmission Direct-Connect Customers who provide EDTI with a request under section 101(2) of the EUA.

### **Other Related:**

Distribution Access Tariff, System Access Tariff, Terms and Conditions for Distribution Connection Services

### **Rate Classes Affected:**

This Policy is applicable to a Transmission Direct-Connect Customer that has an interval meter and receives electricity directly from the transmission system.

### **Policy:**

In accordance with Section 101(2) of the Act, a Transmission Direct-Connect Customer may, with the prior approval of EDTI, enter into an arrangement directly with the Independent System Operator for the provision of System Access Service. EDTI will grant its approval under Section 101(2) only where the Transmission Direct-Connect Customer can demonstrate to EDTI's satisfaction that System Access Service has been offered to the Customer by the Independent System Operator at a materially lower rate than is available to the customer from EDTI, and where such rate differential results from:

- i) charges levied by EDTI for Distribution Access Service other than charges relating to the provision of metering and billing services;



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- ii) the ability of the Transmission Direct-Connect Customer to capture a diversity benefit through the summation of SAS demand at two or more Points of Delivery where permitted by the ISO tariff; or
- iii) circumstances where the Transmission Direct-Connect Customer has obtained an industrial system designation pursuant to section 4 of the Hydro and Electric Energy Act for the Site.

The following will not constitute a reduction in a Transmission Direct-Connect Customer's rate for System Access Service for purposes of this policy:

- i) a reduction to or avoidance of any applicable Local Franchise Fee or similar charges made on behalf of a municipality in respect of electricity consumed within the boundaries of the municipality; and
- ii) differences in the timing of charges or refunds for System Access Service to the Transmission Direct-Connect Customer.

Should EDTI grant its approval under section 101(2) of the Act, EDTI reserves the right to bill the Customer directly for all Local Access Fees and Commission approved riders and charges arising from services provided by EDTI prior to the Customer receiving System Access Service directly from the Independent System Operator pursuant to such a direct arrangement.

This Policy will take effect on January 1, 2021.