



EPCOR Energy Alberta GP Inc.

2021-2022 Regulated Rate Tariff Refiling Application

May 17, 2022

Alberta Utilities Commission

Decision 27305-D01-2022

EPCOR Energy Alberta GP Inc.

2021-2022 Regulated Rate Tariff Refiling Application

Proceeding 27305

May 17, 2022

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1 Decision summary

1. In this decision, the Alberta Utilities Commission approves the following for EPCOR Energy Alberta GP Inc. (EEA):

- regulated rate tariff (RRT) non-energy revenue requirement
- price schedules
- authorization to collect or refund the variance between interim and final rates over the four-month period from August 1, 2022, to November 30, 2022
- terms and conditions of service

2 Introduction

2. On April 12, 2022, EEA filed a 2021-2022 RRT refiling application, in accordance with the Commission's directions in Decision 26694-D01-2022.¹

3. Specifically, EEA requested that the Commission approve its refiled:

- (i) RRT non-energy revenue requirement
- (ii) price schedules
- (iii) terms and conditions of service
- (iv) true-up calculations and adjustments

4. In preparing the refiling, EEA identified certain errors in its revenue requirement forecasts that required changes to the figures agreed to by parties to the Negotiated Settlement Agreement (NSA) in articles 3.5 and 3.6.

5. Effective April 5, 2022, EEA, the Consumers' Coalition of Alberta and the Office of the Utilities Consumer Advocate executed an Amending Agreement implementing the necessary corrections to these provisions of the NSA. EEA submitted that the amended NSA is consistent with the NSA originally approved by the Commission, and results in a just and reasonable RRT for 2021-2022.

6. The Commission issued a notice of the application on April 13, 2022, with statements of intent to participate (SIPs) due April 25, 2022. No SIPs were filed in response to the notice.

¹ Decision 26694-D01-2022: EPCOR Energy Alberta GP Inc., 2021-2022 Non-Energy Regulated Rate Tariff Application, Proceeding 26694, February 17, 2022.

7. The Commission considers the close of record for the proceeding is April 25, 2022, the deadline date for filing SIPs.

8. The Commission reviewed the entire record in coming to this decision; lack of reference to a matter addressed on the record does not mean that it was not considered.

3 Background

9. In Decision 26694-D01-2022 (the non-energy RRT decision), the Commission approved an NSA reached between EEA, the CCA and the UCA for EPCOR's 2021-2022 non-energy RRT. There were two unresolved matters excluded from the NSA:

- Amounts from March 18, 2020, to June 18, 2020, included in EEA's COVID-19 deferral account.
- The forecast credit costs included as part of EEA's non-energy revenue requirement.

10. In the non-energy RRT decision, the Commission directed EEA to revise its COVID-19 deferral account to exclude the COVID-19 amounts from March 18, 2020, to June 18, 2020, to reflect a credit of \$130,000 to EEA's customers, and to exclude credit costs of \$0.69 million from its 2021 and \$0.70 million from its 2022 revenue requirements, respectively.

11. EEA updated its 2021 and 2022 revenue requirements to reflect the amended NSA adjustment amounts. As such, EEA removed \$3.82 million for 2021 and \$2.20 million for 2022 from its RRT allocated revenue requirement. The amended NSA corrects three errors pertaining to EEA's forecast Customer Relationship Management (CRM) Costs (NSA Article 3.5), Bad Debts (NSA Article 3.6), and Late Payment Charges (NSA Article 3.6). The total net revenue requirement impact of these errors to RRT customers is an incremental reduction of \$0.07 million and \$0.37 million in 2021 and 2022, respectively, from the approved amounts included in the NSA.

12. EEA also identified errors and omissions while working on its refiling application, resulting in an increase of \$0.572 million to its 2021 revenue requirement and a decrease of \$0.156 million to its 2022 revenue requirement.

13. EEA has reduced its 2022 revenue requirement by \$0.02 million as required under the service costs deferral account for cloud-based software that was approved as part of the settlement in Decision 26694-D01-2022.

14. Based on the above, EEA's revised forecast revenue requirement is \$41.81 million in 2021 and \$38.76 million in 2022. Table 1 summarizes the proposed 2021 to 2022 non-energy charges applicable to EEA's two service areas of EPCOR Distribution & Transmission Inc. (EDTI) and FortisAlberta Inc.:

Table 1. Non-energy charge revenue requirement

Customer type	2021 Forecast		2022 Forecast	
	Revenue requirements (\$ million)	Requested non-energy charge per site per month (\$)	Revenue requirements (\$ million)	Requested non-energy charge per site per month (\$)
Fortis service area				
Residential	17.32	6.58	16.34	6.40
Farm	1.72	5.73	1.74	5.91
Irrigation	0.24	6.57	0.18	4.84
Small Commercial	2.42	8.30	2.12	7.51
Oil Gas	0.27	57.81	0.12	30.92
Lighting	0.45	6.47	0.40	6.06
Total Fortis	22.43		20.91	
EDTI service area				
Residential	17.87	6.62	16.49	6.27
Small Commercial	1.45	6.64	1.31	6.19
Lighting	0.06	5.98	0.05	5.87
Total EDTI	19.38		17.86	
Total	41.81		38.76	

Source: Exhibit 27305-X0016, Schedule 1, Financial Schedule 5.

4 Issues

4.1 Directions

15. The Commission finds that EEA has complied with the directions from Decision 26694-D01-2022. In Decision 26694-D01-2022, the Commission directed EEA as follows:

42. EEA's request to include costs from March 18 to June 18, 2020, in its COVID-19 deferral account is denied, and the period covered by the COVID-19 deferral account remains June 19, 2020, to December 31, 2020. In the Commission's view, using a June 19, 2020, start date achieves sound utility regulation in these circumstances, and achieves the setting of just and reasonable rates. For the reasons stated above, EEA is directed to exclude \$1.02 million from its COVID-19 deferral related to costs from March 18, 2020, to June 18, 2020.

...

66. In summary, Section 8 of the *Distribution Tariff Regulation* does not apply to RRO [regulated rate option] providers, and the Commission does not consider that such a security deposit conforms with the plain meaning of a retailer in the *Electric Utilities Act* and the financial security provisions that apply to retailers in Section 8 of the *Distribution Tariff Regulation*. The Commission denies EEA's request to include its forecast non-energy credit costs of \$0.69 million in 2021 and \$0.70 million in 2022 as part of its revenue requirement. The credit costs are not reasonable costs or expenses for EEA to provide RRO service. EEA is directed to exclude \$0.69 million for 2021 and \$0.70 million for 2022 related to credit costs from its revenue requirement for 2021-2022 in its compliance filing to this decision.

16. The Commission is satisfied that EEA has removed \$1.02 million from its COVID-19 related deferral costs from March 18, 2020, to June 18, 2020, as directed. The revenue requirement impact to RRT customers is a reduction of \$1.02 million in 2021.

17. With respect to forecast non-energy credit costs, the Commission finds that EEA has removed the \$0.6831 million for 2021 and \$0.7007 million for 2022 from its RRT allocated revenue requirement as directed.

4.1.1 2018 and 2019 true-up of non-energy RRT rates

18. The Commission reviewed EEA's 2018 and 2019 true-up calculations for non-energy rates and is satisfied that EEA had properly applied the final Alberta Electric System Operator (AESO) settlement data to true up the variance between interim and final rates. This approach is consistent with the determination made in Decision 2013-350.² In Decision 2013-350, the Commission directed EEA to file a true-up application for forecast versus actual differences, after actual site counts were made available (final AESO settlement data).

19. Although the Commission approved EEA's calculations for truing up the variance between interim and final rates from January 1, 2018, until June 30, 2019, in Decision 24034-D01-2019,³ the calculations were based on a mix of actual and forecasted sites.⁴ EEA proposed to true up the difference in revenue between interim and final rates in the full 2018 calendar year to reflect final AESO settlement data for that period, and the difference in revenue collected from interim to final rates from January 1, 2019, to June 30, 2019, to reflect the final AESO settlement. EEA submitted that the methodology applied above to calculate the 2018 and 2019 true-up amounts is consistent with the methodology approved in Decision 24034-D01-2019 and is in accordance with the Commission's direction in Decision 2013-350. In the past the Commission has approved truing up the variances between interim and final rates using the final settlement data. In this case, given the immateriality of the true-up amounts and the fact that they will have no measurable impact on customers or EEA, the Commission considers that it is unnecessary to recover EEA's true-up of \$0.001 million from customers for 2018 and \$0.001 million from customers for the January 1, 2019, to June 30, 2019, period. Accordingly, the Commission denies EEA's 2018 and 2019 true-up amounts.

20. In Proceeding 24034, EEA proposed to refund \$0.71 million to RRT customers over a three-month period from July to September 2019. However, since Decision 24034-D01-2019 was released in July 2019, the 2018-2020 approved final RRT rates were effective August 1, 2019. As a result, the Commission directed EEA to include a true-up for July 2019 in the final true-up of its interim rates.⁵ EEA has an outstanding amount of \$0.237 million to be refunded to RRT customers for July 2019; this amount is shown in Column B of Table 2.

21. The Commission reviewed EEA's true-up calculations and finds that EEA has correctly calculated the July 2019 true-up difference between interim and final rates. The Commission, therefore, approves the true-up amounts set out in Table 2.

² Decision 2013-350: EPCOR Energy Alberta GP Inc., 2012-2013 Regulated Rate Tariff Refiling Application, Proceeding 2578, September 13, 2013, paragraph 50.

³ Decision 24034-D01-2019: EPCOR Energy Alberta GP Inc., 2018-2020 Regulated Rate Tariff Compliance Filing, Proceeding 24034, July 9, 2019, paragraphs 72-73.

⁴ Exhibit 27305-X0002, application, paragraph 41.

⁵ Decision 24034-D01-2019, paragraph 74.

Table 2. July 2019 true-up

Customer type		A	B
		2017-2019 total revenue refund to customers	Monthly revenue refund to customers (A / 3 months)
		(\$ million)	
Fortis service area			
1	Residential	(0.276)	(0.092)
2	Farm	(0.062)	(0.021)
3	Irrigation	(0.009)	(0.003)
4	Small Commercial	0.048	0.016
5	Oil Gas	0.021	0.007
6	Lighting	0.001	0.000
7	Fortis Subtotal	(0.277)	(0.092)
EDTI service area			
8	Residential	(0.349)	(0.116)
9	Small Commercial	(0.085)	(0.028)
10	Lighting	0.001	0.000
11	EDTI Subtotal	(0.433)	(0.144)
12	Total	(0.710)	(0.237)

Source: Exhibit 27305-X0002, EEA 2021-2022 RRT Refiling Application, Table 5.2-1 (footnotes removed).

4.2 Proposal for interim and final rate true-up adjustments

22. The Commission approves the methodologies and the timing that EEA proposed to collect the true-up amounts. The methodology to settle these amounts through the use of riders is consistent with the methodology that the Commission approved as part of EEA's last interim rates true-up application. The Commission acknowledges EEA's analysis, which indicates that for each of the four months from August 2022 to November 2022, the proposed riders for the residential customers will result in decreases to the average monthly bill ranging from 0.09 to 0.79 per cent. With the exception of oil and gas customers in the Fortis service area, the Commission considers that decreases in this range are not indicative of rate shock.

23. EEA submitted that despite the magnitude of the per cent increase in rates for Fortis oil and gas customers, the impact is reasonable because of the following reasons: (i) it had allocated bad debt costs by customer class; (ii) it has mitigated the shock by spreading it over four months and; (iii) the impact is localized to a single customer class with a relatively small amount of customers. EEA explained that the magnitude of this impact is mainly due to an increase in the 2021 updated forecast bad debt for Fortis oil and gas customers due to a significant bad debt write-off for one Fortis oil and gas customer.

24. The Commission accepts EEA's explanation that there was a significant bad debt write-off for one Fortis oil and gas customer in 2021,⁶ which materially increased the updated forecast bad debt for this customer class. Further, no other customer class is materially impacted by EEA's proposed true-up. The Commission approves EEA's proposed interim and final rate true-up adjustments as filed.

⁶ Exhibit 27305-X0003, Appendix A, paragraph 61.

25. The total revenue to be collected from RRT customers as a result of the variance between interim and final rates for the period from January 1, 2021, to December 31, 2021, is \$2.59 million.

26. The total revenue to be refunded to RRT customers as a result of the variance between interim and final rates for the period from January 1, 2022, to July 31, 2022, is \$1.61 million.

27. The total revenue to be collected from customers as a result of the variance between interim and final rates for the period from January 1, 2021, to July 31, 2022, is \$0.743 million and includes the following:

- A \$0.237 million refund to true up rates accounting for July 2019.
- A \$2.59 million revenue deficiency as a result of the variance between interim and final rates for the period from January 1, 2021, to December 31, 2021. Actual site counts are reflected in this true-up.
- A \$1.61 million refund as a result of the variance between interim and final rates for the period from January 1, 2022, to July 31, 2022. Forecast site counts are reflected in this true-up.

28. EEA proposed to collect or refund the difference over the four-month period from August 1, 2022, to November 30, 2022.

29. The Commission reviewed EEA's calculations for truing up the above variances in 2022 rates and approves the proposed \$0.743 million to be collected from customers as filed.

30. The 2022 rate impact of total revenue to be collected from or refunded to customers as a result of the various true-ups are provided in the table below.

Table 3. 2022 rate impact of proposed true-up

Customer type		A	B	C
		2022 rates per refiling financial Schedule 5 (\$/day/site)	\$/day/site to be trued up over collection period (Aug to Nov 2022)	Revised non energy charge with true-up (Aug to Nov 2022) (A + B)
Fortis service area				
1	Residential	0.211	(0.016)	0.195
2	Farm	0.194	(0.048)	0.147
3	Irrigation	0.159	0.220	0.379
4	Small Commercial	0.247	0.162	0.409
5	Oil Gas	1.017	6.497	7.514
6	Lighting	0.199	(0.037)	0.162
EDTI service area				
7	Residential	0.206	0.012	0.218
8	Small Commercial	0.203	0.102	0.305
9	Lighting	0.193	(0.035)	0.158

Source: Exhibit 27305-X0002, EEA 2021-2022 RRT Refiling Application, Table 6.1-4.

31. EEA included a table that showed the bill impact of 2018-2022 non-energy charge true-ups on each customer rate class based on the estimated August 2022 RRO bill:

Table 4. August 2022 RRO bill impacts

Customer type		A
		Bill amount change from July to August 2022 (%)
Fortis service area		
1	Residential	(0.79)
2	Farm	(0.63)
3	Irrigation	1.03
4	Small Commercial	0.97
5	Oil Gas	17.54
6	Lighting	(0.12)
EDTI service area		
7	Residential	(0.09)
8	Small Commercial	0.74
9	Lighting	(4.58)

Source: Exhibit 27305-X0002, EEA 2021-2022 RRT Refiling Application, Table 6.1-5.

32. EEA submitted that the amounts are reasonable. EEA noted that the impact of the 2018-2022 non-energy charge true-up for Fortis oil and gas customers is 17.54 per cent, representing an increase of \$223.50 per month in this rate class for each of the 323 sites (August 2022 forecast) for the four months of the true-up's implementation. The majority of this impact is mainly due to an increase in the 2021 updated forecast bad debt from \$0.01 million to \$0.25 million for this customer class. The Commission has considered EEA's submissions on this matter and is prepared to accept the rate increase for the purpose of this application.

4.2.1 Price schedules and 2021-2022 electronic bill credit true-up

33. EEA submitted that the approved electronic bill (E-bill) credit per bill in Decision 26694-D01-2022 is \$0.94 and \$0.96 per bill in 2021 and 2022, respectively.

34. Since January 1, 2021, the approved 2021 interim E-bill credit has been \$0.85 per E-bill customer as approved in Decision 26023-D01-2020⁷ and Decision 26891-D01-2021.⁸ EEA will true up the E-bill credit and refund the difference between the interim and approved E-bill credit amount to E-bill customers. EEA requested time to communicate any approved changes to customers following a decision on this refiling application and therefore requested that the approval be effective August 1, 2022.

35. The Commission finds that EEA's E-bill credit true-up calculation and E-bill credit amount for 2021 and 2022 are reasonable. The Commission approves EEA's E-bill credit refund calculation to be paid to customers in August 2022 as filed.

36. EEA has calculated the difference in revenue collected between interim and final E-bill credits using the most recently available actual and the filed forecast electronic billing site count information consistent with the methodology approved in Decision 24034-D01-2019 and in accordance with the Commission's direction in Decision 2013-350.

⁷ Decision 26023-D01-2020: EPCOR Energy Alberta GP Inc., 2021 Regulated Rate Tariff Interim Rates Application, Proceeding 26023, December 1, 2020.

⁸ Decision 26891-D01-2021: EPCOR Energy Alberta GP Inc., 2021 Revised and 2022 Interim Regulated Rate Tariff Application, Proceeding 26891, October 25, 2021.

37. EEA has shown the E-bill credit true-up calculation and E-bill credit amount for 2021 and 2022 in the tables below.

Table 5. E-bill credit deficiency calculation using updated site count

Description		A	B	C
		Calculation/Reference	2021	January 1, 2022 – July 31, 2022
1	E-bill credit	Table 3.1.1.5-2, Row 3	\$0.94	\$0.96
2	Interim E-bill credit	E-bill credit, appendixes 2 and 3	<u>\$0.85</u>	<u>\$0.85</u>
3	E-bill credit true-up per bill	Row 1 - Row 2	\$0.09	\$0.11
4	Number of electronic bills		3,470,693	2,291,529
5	Total E-bill credit true-up costs (\$ million)	Row 3 * Row 4	\$0.31	\$0.25

Source: Exhibit 27305-X0002, EEA 2021-2022 RRT Refiling Application, Table 6.2-1 (footnotes removed).

38. Using the mix of actual and filed forecast site counts, the E-bill true-up credit is \$0.31 million and \$0.25 million for 2021 and 2022, respectively, for a total of \$0.56 million to be refunded to customers.

39. Each E-bill customer will see a total E-bill credit amount of \$2.71 on their bill for the month of August as shown in the table below:

Table 6. E-bill credit refund calculation (\$ per E-bill)

Description		A	B
			Reference
1	2021 E-bill credit true-up (\$ million)	\$0.31	Table 6.2-1, Row 5, Column B
2	2022 E-bill credit true-up (\$ million)	\$0.25	Table 6.2-1, Row 5, Column C
3	Total 2021-2022 E-bill credit true-up (\$ million)	\$0.56	Row1 + Row 2
4	August 2022 electronic bills	322,672	August 2022 E-bills based on filed forecast site counts
5	E-bill credit true-up per E-bill	\$1.75	Row 3/Row 4
6	2022 E-bill credit per bill	\$0.96	Table 6.2-1, Row 3, Column C
7	Total credit with true-up per E-bill paid out August 2022	\$2.71	Row 5 + Row 6

Source: Exhibit 27305-X0002, EEA 2021-2022 RRT Refiling Application, Table 6.2-2.

4.3 Revenue requirements and price schedules

40. The Commission approves EEA's price schedules, included in this decision as [Appendix 2](#) for the EDTI service area, and [Appendix 3](#) for the Fortis service area, to reflect the approved revenue requirement of \$41.81 million in 2021 and \$38.76 million in 2022, and the E-bill credit true-up. The Commission is satisfied that EEA's revenue requirements and related price schedules are consistent with the terms of the original NSA approved in Decision 26694-D01-2022 and the amended NSA provided in this refiling application.

4.4 Terms and conditions of service

41. EEA requested approval of its final terms and conditions of service as approved in Decision 26694-D01-2022, and the updates noted below:

- (a) The definition of “Rule 003” in Article 2.1. Effective December 17, 2020, the Commission has amended the title of Rule 003 to *Service Quality Reporting for Energy Service Providers*.
- (b) The effective date and decision references, which were not populated in Article 3.1 as originally filed.

42. The Commission considers that the changes to EEA’s terms and conditions of service are minor in nature and its revised terms and conditions of service are approved as filed, effective August 1, 2022.

43. EEA has marked the updated terms and conditions as being effective as of August 1, 2002, included in this decision as [Appendix 4](#).

5 Order

44. It is hereby ordered that:

- (1) EPCOR Energy Alberta GP Inc.’s 2021 and 2022 revenue requirements, non-energy rates, and rate and price schedules are approved, as filed.
- (2) EPCOR Energy Alberta GP Inc.’s terms and conditions are approved, effective August 1, 2022.

Dated on May 17, 2022.

Alberta Utilities Commission

(original signed by)

Carolyn Dahl Rees
Chair

Appendix 1 – Proceeding participants

Name of organization (abbreviation) Company name of counsel or representative
EPCOR Energy Alberta GP Inc. (EPCOR or EEA)

Alberta Utilities Commission
Commission panel C. Dahl Rees, Chair
Commission staff M. McJannet D. Mitchell E. Chu L. Bondad

Appendix 2 – EDTI service area price schedule

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Appendix 2 - EDTI
price schedule

(consists of 6 pages)

Appendix 3 – Fortis service area price schedules

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Appendix 3 - Fortis
price schedule

(consists of 9 pages)

Appendix 4 – EEA terms and conditions of service effective August 1, 2022

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Appendix 4 - EEA
terms and condition

(consists of 22 pages)

PROVIDING MORE



EPCOR Energy Alberta GP Inc.

Acting in its capacity as the general partner of EPCOR Energy Alberta Limited Partnership

Price Schedule Applicable to Regulated Rate Tariff Customers within the City of Edmonton

Regulated Rate Tariff – Price Schedule

Residential Service

Applicable:

1. Available to regulated rate customers within the EPCOR Distribution & Transmission Inc. (“EDTI”) service area. Residential service is only available to single-phase service at secondary voltage through a single meter and for normal use by a single and separate household. This rate applies to all residential rate customers who obtain service pursuant to the EDTI Distribution Tariff. Not applicable to any commercial or industrial use.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the EDTI Tariff
Distribution Access Service Charge ³	As per the EDTI Tariff
EDTI Riders ³	As per the EDTI Tariff
Local Access Fee ³	As per the EDTI Tariff

Regulations:

2. Service under all EPCOR Energy Alberta GP Inc.’s (“EEA”) Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-residential-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-residential-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. (“EEA”) is billed by EDTI, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Commercial Service

Applicable:

3. Available to each separate electrical service, within the EDTI service area, which is not eligible for residential or lighting service and for which total annual consumption of electric energy is forecast by EDTI to be less than 250 megawatt hours of electric energy at the site with a single or three-phase electric service at secondary voltage. This rate applies to all commercial customers which obtain service pursuant to the EDTI Distribution Tariff.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the EDTI Tariff
Distribution Access Service Charge ³	As per the EDTI Tariff
EDTI Riders ³	As per the EDTI Tariff
Local Access Fee ³	As per the EDTI Tariff

Regulations:

4. Service under all EEA's Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. ("EEA") is billed by EDTI, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Lighting Service

Applicable:

5. Available to existing lighting service customers within the EDTI service area. This price is not available to new services. This rate applies to all lighting service customers who obtain service pursuant to the EDTI Distribution Tariff and whose annual consumption at the site is forecast by EDTI to be less than 250 megawatts of electric energy.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the EDTI Tariff
Distribution Access Service Charge ³	As per the EDTI Tariff
EDTI Riders ³	As per the EDTI Tariff
Local Access Fee ³	As per the EDTI Tariff

Regulations:

6. Service under all EEA’s Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. (“EEA”) is billed by EDTI, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Miscellaneous Fees & Credits

1. Expedited Connection Charge

An Expedited Connection Charge is applied as follows:

- a) Three business days notice is required prior to the service being transferred to the responsibility of the new Customer. Expedited service is available at an additional charge of \$10.00.
- b) Where a service exists but has been physically turned off at the time of application, three business days notice is required. Expedited service is available at an additional fee of \$24.00

2. Reconnection of Service

The fee for reconnection of service after cut-off for non-payment of account is \$41.00.

3. Dishonoured Payment Charge

Where a customer's payment is not honoured by the customer's bank or financial institution, a charge of \$25 will apply for each such payment received by EEA.

4. Collection Fee

Where EEA delivers a "Turn-Off Notice" to a customer due to non-payment of amounts owing, a collection fee of \$15.00 will be applied to the customer's account.

5. Cost Recovery Charges

For miscellaneous service request including providing historical data and other record searches, the charge will be based on the estimated cost of providing the service.

6. Customer Notification Fee

Where a customer fails to notify EEA that they have taken possession of a site and EEA is required to undertake an investigation to identify the customer, a fee of \$20.00 will be applied to the customer's account.

7. E-Bill Credit

This E-Bill Credit will be applied to customers who have elected to be billed electronically. The credit will be applied to the customer's account only where the customer will be charged an Administration Charge for the billing period. The amount of the credit will be prorated based on the number of days in the billing period for which the customer is on electronic billing and will not exceed \$0.94 and \$0.96 for 2021 and 2022, respectively.¹

¹ In August 2022, E-bill customers will receive a credit adjustment of \$2.71 to true-up the interim and actual E-bill credit rate for January 2021 to July 2022.

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EPCOR Energy Alberta GP Inc.

Acting in its capacity as the general partner of EPCOR Energy Alberta Limited Partnership

Price Schedule Applicable to Regulated Rate Tariff Customers Outside the City of Edmonton

Regulated Rate Tariff – Price Schedule

Residential Service

Applicable:

1. Available to residential regulated rate customers within the FortisAlberta Inc. (“Fortis”) service area. Residential service is only available to individually metered single family dwelling units that are used for domestic purposes only. This rate applies to all residential rate customers who obtain service pursuant to the Fortis Distribution Tariff. Not applicable to any commercial or industrial use.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

2. Service under all EPCOR Energy Alberta GP Inc.’s (“EEA”) Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

Regulated Rate Tariff – Price Schedule

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-residential-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-residential-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. (“EEA”) is billed by Fortis, for the site, for the applicable billing period.

Commercial Service

Applicable:

3. Available to Customers, within the Fortis service area that are not eligible for any of the other Regulated Rate Tariff Rate Classifications and are served directly by the Fortis Distribution System that are eligible for the Regulated Rate Tariff. This rate applies to all commercial customers who obtain service pursuant to the Fortis Distribution Tariff and whose annual consumption at the site is forecast by Fortis to be less than 250 megawatts of electric energy.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

4. Service under all EEA's Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. ("EEA") is billed by Fortis, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Lighting Service

Applicable:

5. Available to lighting services that are within the Fortis service area. This rate applies to all street and yard lighting service customers which obtain service pursuant to the Fortis Distribution Tariff and whose annual consumption at the site is forecast by Fortis to be less than 250 megawatts of electric energy.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

6. Service under all EEA's Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. ("EEA") is billed by Fortis, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Farm Service

Applicable:

7. Available to Customers in rural areas within the Fortis service area who are involved in a farming operation. This rate applies to all farm rate classification customers who obtain service pursuant to the Fortis Distribution Tariff.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

8. Service under all EEA's Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. ("EEA") is billed by Fortis, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Irrigation Service

Applicable:

9. Available to customers within the Fortis service area who have individually metered motors driving irrigation pumps that operate only in the irrigation season. This rate applies to all irrigation rate classification customers who obtain service pursuant to the Fortis Distribution Tariff.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

10. Service under all EEA’s Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. (“EEA”) is billed by Fortis, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Oil and Gas Service

Applicable:

11. Available to oil and natural gas field metered or unmetered services, within the Fortis service area, that normally require less than 75 kW. These services include pumping and related operations such as rectifiers, cathodic protection, radio transmitters, and water pumping services. This rate applies to all oil and gas service customers who obtain service pursuant to the Fortis Distribution Tariff and whose annual consumption at the site is forecast by Fortis to be less than 250 megawatts of electric energy.

Price:

Energy Charge	• (cents/kWh) ¹
Administration Charge	• (\$/Day/Site) ²
System Access Service Charge ³	As per the Fortis Tariff
Distribution Access Service Charge ³	As per the Fortis Tariff
Fortis Riders ³	As per the Fortis Tariff
Local Access Fee ³	As per the Fortis Tariff

Regulations:

12. Service under all EEA's Rates, Charges and Riders is subject to the Regulated Rate Tariff Terms and Conditions as approved by the Alberta Utilities Commission.

¹ Rates subject to change monthly. For current rate information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

² Administration charges subject to change. For current administration charge information go to <https://www.epcor.com/products-services/power/rates-tariffs-fees/Pages/regulated-commercial-power-rates.aspx>

³ Shall be the amounts, either actual or estimated, that EPCOR Energy Alberta GP Inc. ("EEA") is billed by Fortis, for the site, for the applicable billing period.

Regulated Rate Tariff – Price Schedule

Miscellaneous Fees & Credits

1. **Expedited Connection Charge**

An Expedited Connection Charge is applied as follows:

- a) Three business days notice is required prior to the service being transferred to the responsibility of the new Customer. Expedited service is available at an additional charge of \$10.00.
- b) Where a service exists but has been physically turned off at the time of application, three business days notice is required. Expedited service is available at an additional fee of \$24.00

2. **Reconnection of Service**

The fee for reconnection of service after cut-off for non-payment of account is \$41.00.

3. **Dishonoured Payment Charge**

Where a customer's payment is not honoured by the customer's bank or financial institution, a charge of \$25.00 will apply for each such payment received by EEA.

4. **Collection Fee**

Where EEA delivers a "Turn-Off Notice" to a customer due to non-payment of amounts owing, a collection fee of \$15.00 will be applied to the customer's account.

5. **Cost Recovery Charges**

For miscellaneous service request including providing historical data and other record searches, the charge will be based on the estimated cost of providing the service.

6. **Customer Notification Fee**

Where a customer fails to notify EEA that they have taken possession of a site and EEA is required to undertake an investigation to identify the customer, a fee of \$20.00 will be applied to the customer's account.

7. **E-Bill Credit**

This E-Bill Credit will be applied to customers who have elected to be billed electronically. The credit will be applied to the customer's account only where the customer will be charged an Administration Charge for the billing period. The amount of the credit will be prorated based on the number of days in the billing period for which the customer is on electronic billing and will not exceed \$0.94 and \$0.96 for 2021 and 2022, respectively.¹

¹ In August 2022, E-bill customers will receive a credit adjustment of \$2.71 to true-up the interim and actual E-bill credit rate for January 2021 to July 2022.

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EPCOR Energy Alberta GP Inc.

acting in its capacity as the general partner of EPCOR Energy Alberta Limited Partnership

Regulated Rate Tariff – Terms and Conditions

Effective August 1, 2022

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ARTICLE 1 – PREAMBLE

1.1 Provision of Regulated Rate Service

EDTI and Fortis have made arrangements with EPCOR Energy Alberta GP Inc. (“EEA”) to perform EDTI and Fortis’ obligations to provide Regulated Rate Service to eligible Customers in their service area. EEA provides Regulated Rate Service under its Regulated Rate Tariff that has been approved by the Commission and includes these RRT Terms and the Price Schedules. These Price Schedules set out the rates, charges and fees approved by the Commission for Regulated Rate Service provided by EEA.

These RRT Terms are the terms and conditions upon which EEA offers and provides Regulated Rate Service to Eligible Customers.

The Regulated Rate Tariff is available for public inspection at EEA’s website www.epcor.ca and during normal business hours at EEA’s business offices at 2000 - 10423 101 Street, Edmonton, Alberta.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in the Regulated Rate Tariff, shall have the following meanings:

“**Account**” means a written and/or digital record that EEA uses to track and record customer information, service types and financial transactions that affect a Customer of Record. EEA will only discuss Account information with the Customer of Record and parties authorized by the Customer of Record. A Customer of Record can have more than one Account.

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

“**Business Day**” means a day, which is not a Saturday, Sunday or statutory holiday in the Province of Alberta, and “day” means any calendar day.

“**Commission**” or “**AUC**” means the Alberta Utilities Commission and any successor organization with jurisdiction under the RRO Regulation.

“**Company**” means EEA.

“**Customer**” means a “regulated rate customer” as defined in the RRO Regulation who accepts, uses or receives Service from EEA at a Site located in the service area of EDTI or Fortis, including any Tenant, Landlord or Property Owner at the Site.

“**Customer of Record**” means the Customer for whom EEA has an Account pursuant to Article 4.2 or Article 8.10.

“**Deposit**” means a cash security amount deposited by the customer with EEA pursuant to Article 5.

“**Distribution Access Service**” means “distribution access service” as defined in the EUA provided to Customers by means of EDTI’s or Fortis’ Distribution System.

“**Distribution System**” means an “electric distribution system” as defined in the EUA.

“**Distribution Tariff**” means, at any point in time, EDTI or Fortis’ tariff for the provision of Distribution and System Access Service approved by the Commission and in effect at such time.

“**EDTI**” means EPCOR Distribution & Transmission Inc.

“**EDTI Terms and Conditions**” means the terms and conditions for distribution and system access service set out in EDTI’s Distribution Access Tariff and System Access Tariff.

“**EEA**” means EPCOR Energy Alberta GP Inc.

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

“**Energy**” means “electric energy” as defined in the EUA, expressed in kilowatt hours.

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

“**Exchange**” means “exchange” as defined in the EUA.

“**Facilities**” means physical plant (including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery).

“**Force Majeure**” means circumstances not reasonably within the control of EEA 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, interruption of supply, goods or services including electricity or the electricity Distribution Access Service, the intervention of federal, provincial, or local government or from any of their agencies or boards, excluding decisions and/or orders made by the Commission in the normal course of exercising its authority to establish the revenue requirement of the parties to this agreement, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise.

“**Fortis**” means FortisAlberta Inc.

“**Fortis Terms and Conditions**” means the terms and conditions for distribution and system access service set out in Fortis’ Distribution Access Tariff and System Access Tariff as amended or replaced from time to time.

“**Indemnity Bond**” means a written undertaking of a financial institution on behalf of a Customer to cover any losses suffered by EEA arising from non-payment by the Customer of money the Customer owes to EEA.

“**Independent System Operator**” has the meaning provided in the EUA.

“Irrevocable Letter of Credit” means a financial institution’s letter of credit guaranteeing a Customer’s payment to EEA.

“Landlord” means (i) a Person who is the Property Owner of a property that is leased or rented or otherwise in the possession of another Person, called the Tenant; or (ii) a Person authorized to manage such a property on behalf of the Property Owner.

“Load” means Energy consumed by Customers together with allocated Losses and other unaccounted for Energy.

“Losses” means the Energy that is lost through the process of transmitting and distributing electric Energy.

“Non-Regulated Rate Services” means the various services, other than Regulated Rate Service, provided to a Customer by EEA and other Persons from time to time.

“Non-Sufficient Funds” means a reason provided by a financial institution for dishonouring a cheque, credit card or authorized withdrawal payments because the amount of funds available in the customer’s account with the financial institution is less than the attempted payment by cheque, credit card or authorized withdrawal.

“Owner” means the owner of a Distribution System.

“Permissible Disconnection Period” means

- (a) the period between April 16 to October 14 of any year, and
- (b) when the temperature will be above 0 degrees Celsius in the 24-hour period after the proposed disconnection.

“Person” means a person, firm, partnership, corporation, organization or other association, and includes an individual member thereof.

“Point of Service” means the point at which EDTI or Fortis’ service conductors are connected to the wires or apparatus of a Customer.

“Price Schedule” means EEA’s Regulated Rate Tariff Price Schedules, approved by the Commission.

“Property Owner” means:

- (a) the registered owner of a parcel of land in the register maintained by the Registrar of Titles under the *Land Titles Act*; or
- (b) a person who has purchased the parcel from the person mentioned in sub clause (a) pursuant to an agreement for purchase and sale.

“RRO” means Regulated Rate Option.

“RRO Regulation” means the *Regulated Rate Option Regulation*, AR 262/2005 as amended from time to time.

“Regulated Rate Service” means:

- (a) arranging for the Exchange or purchase of Energy on behalf of a Customer in accordance with the RRO Regulation;
- (b) arranging for Distribution Access Service on behalf of a Customer in accordance with EEA’s Regulated Rate Tariff.

“Regulated Rate Service Agreement” means an agreement respecting Regulated Rate Service between EEA and a Customer in a form acceptable to EEA.

“Regulated Rate Tariff” means EEA’s Regulated Rate Tariff approved by the Commission for Regulated Rate Tariff Customers, including these RRT Terms and the Price Schedules.

“Retailer” means a “retailer” as defined in the EUA.

“RRT Arrangement Agreement” means the Agreement between EDTI and EEA, and Fortis and EEA for EEA to provide a RRT service to Eligible Customers in the EDTI and Fortis service area.

“RRT Terms” means these terms and conditions, as they may be amended from time to time.

“Rule 003” means *AUC Rule 003 Service Quality Reporting for Energy Service Providers* as amended from time to time.

“Security” includes, but is not limited to, Deposit, Indemnity Bond or Irrevocable Letter of Credit acceptable to EEA.

“Service” means Regulated Rate Service.

“Service Connection” means all Facilities required for providing services up to the Point of Service.

“Site” means, in relation to a Service Connection for a Customer, the Point of Service for the Customer.

“Tenant” means any Person who has the use of or occupies a premises or property owned by another Person.

“Transmission Tariff” means, at any point in time, EDTI’s or Fortis’ tariff for the provision of System Access Service approved by the Commission and in effect at such time.

2.2 Conflicts

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

If there is any conflict between these RRT Terms and a provision of the EUA, the provision of the EUA shall govern.

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

2.3 Headings

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

2.4 Extended Meanings

In these RRT Terms, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

2.5 Charges and Fees

All rates, charges and fees referred to in these RRT Terms are as set out in the Price Schedule.

ARTICLE 3 – GENERAL PROVISIONS

3.1 Effective Date

These RRT Terms have been approved by the Commission in Decision 26694-D01-2022 and are effective as of August 1, 2022.

3.2 Customers Bound by Regulated Rate Tariff

The Regulated Rate Tariff and Price Schedules approved by the Commission apply to each Customer. As a condition of accepting, using or receiving Regulated Rate Service, the Customer agrees to be bound by these RRT Terms and agrees to pay the rates, charges or fees applicable for such service, as prescribed in the Price Schedule whether the Customer signs a Regulated Rate Service Agreement or not. Each Customer is also bound by EDTI and/or Fortis' Distribution Tariff.

3.3 Modification of Regulated Rate Tariff

No agent, employee or other representative of EEA is authorized to modify any provision or price contained in the Regulated Rate Tariff or to bind EEA to perform in any manner inconsistent with the Regulated Rate Tariff. Any request for the waiver or alteration of any part of the Regulated Rate Tariff must be filed with and approved by the Commission. EEA may make minor or routine changes by filing updated RRT Terms with the Commission.

3.4 Regulatory Approval and Amendment

Other than minor or routine changes in accordance with Article 3.3, EEA may only amend the RRT Terms with approval of the Commission. Whenever the Commission approves an amendment to the RRT Terms or an amendment otherwise takes effect, the applicable section(s) of the RRT Terms will be revised to incorporate the amendments and the effective date of the amendments will be indicated in the revised section(s). The Commission will acknowledge the notice of the amendment

to the RRT Terms within 60 days after such notice is filed, or the Commission will direct a further process to deal with the requested changes as the Commission deems to be appropriate.

3.5 Applicable Taxes

The Customer shall pay all taxes, fees or assessments that EEA is required to collect from time to time as required pursuant to any statute, regulation, or other governmental directive or order or decision of the Commission that applies to Regulated Rate Service.

3.6 Landlord Information

EEA may require the Customer to indicate if the Customer is the Property Owner, Landlord or Tenant of the Site.

EEA will provide Landlords with the opportunity to register all Sites that they own or are responsible for such that in the case of a vacancy, the Landlord will automatically become the Customer of Record. This registration will not bind the Landlord to be responsible for past charges of a Tenant, incurred before the date of vacancy, unless specifically requested by the Landlord.

ARTICLE 4 – REGULATED RATE SERVICE

4.1 Availability

Service is available to Eligible Customers strictly in accordance with the Regulated Rate Tariff.

4.2 Requirements for Obtaining Regulated Rate Service

A Customer who wishes to receive Service from EEA must apply over the phone, complete an application in writing, or apply electronically through the EPCOR website for Service at a Site notwithstanding that EEA may, at its sole discretion, put the Customer into service at a site for an account prior to the completion of the application. EEA requires notice that a Customer has taken possession of a Site such that EEA may issue a bill to the Customer. Failure to provide such notice may result in an administrative fee as set out in EEA's Price Schedules. EEA may require any Customer to provide a photo proof of identification or other documentation which confirms the commercial Customer's identity to become the Customer of Record. EEA may require proof from the Customer of the date the Customer took possession of the Site or took over responsibility for payment of the Service at the Site from the previous Customer of Record.

EEA requires at least three Business Days' prior notice to ensure a timely connection of Service at a Site. Expedited connection of Service is available on request and is subject to the payment by the Customer of any additional charges that EEA is obligated to pay on behalf of the Customer to EDTI or Fortis in relation to the expedited connection. EEA may declare at any time, that 30 days' notice is required to obtain Service, provided that the Customer is able to obtain electricity services during such 30-day notice period.

If EEA accepts a Customer's application, EEA will open an Account for the Customer for Service at the applied for Site and the Customer shall be the Customer of Record for the Site. The Customer

will be responsible to pay to EEA all amounts charged to the Account from the time the Customer of Record begins receiving service until the date the Account is closed as provided in Article 6.

4.3 Refusal of Regulated Rate Service

EEA reserves the right to refuse to provide Service when:

- (a) a previous Customer at the Site had a history of non-payment and EEA believes, on reasonable grounds, that the defaulting Customer would continue to occupy the premises located at the Site;
- (b) the Customer has not complied with the RRT Terms or the applicable provisions of the Regulated Rate Tariff;
- (c) the Customer has failed to provide the Security required by EEA;
- (d) EEA is not satisfied with the Customer's credit rating or credit history, unless the Customer has provided a deposit satisfactory to EEA in accordance with Article 5.1; or
- (e) the Customer has an outstanding balance with EEA for Service.

4.4 Customer Information

EEA is committed to protecting the personal information of its Customers. By establishing or maintaining an Account a Customer's consent is implied for the collection, use and disclosure of personal information only for the purpose of ongoing services and support, unless a Customer indicates otherwise in writing.

Complete details of EEA's privacy policy and practices are available online at www.epcor.ca, or in printed form by request of the Customer to EEA.

EEA may at any time request from a Customer, such information that EEA considers reasonably necessary to determine the Customer's credit history and credit risk. The requested information may include:

- (a) full name, address, telephone number (home, work, and cellular), birthdates to allow EEA to determine a Customer's credit rating,
- (b) financial information and credit references to aid in assessing credit-worthiness; and/or
- (c) other personal information to identify the Customer.

Customers returning from a competitive retail service or existing Customers may be required to provide the same information as new Customers.

4.5 Customer Change of Name or Information

The Customer must notify EEA as soon as reasonably possible of a change of name, mailing address or telephone number. Such notification shall be provided in writing if requested by EEA

4.6 Failure to Provide Information

If, after notice of a failure to provide sufficient information, and reasonable opportunity to remedy any deficiencies, a prospective Customer or existing Customer fails to provide information requested in accordance with Article 4.4 and does not provide Security in accordance with Article 5, EEA may:

- (a) refuse to provide Service to the new Customer,
- (b) discontinue or request a disconnection of Service to the existing Customer, or
- (c) terminate the Customer as Customer of Record.

ARTICLE 5 – FINANCIAL SECURITY REQUIREMENTS

5.1 Requirement for Security

EEA may require a Security or an increase in Security from a Customer in circumstances it considers appropriate, including, without limitation, the following circumstances:

- (a) if the Customer or prospective Customer applying for service cannot demonstrate a satisfactory credit rating to EEA as outlined in Article 4.4 or the Customer has refused to provide credit information to EEA;
- (b) the Customer has paid two consecutive bills late, in accordance with Article 8.5, in any twelve-month period,
- (c) the Customer has issued more than one payment that has been returned for non-sufficient funds in any six-month period;
- (d) there has been more than a 50% increase in the Customer's average monthly consumption of Energy over the prior six-month period; or
- (e) the Customer was previously terminated as Customer of Record and requests a new connection or reconnection of service; or
- (f) the Customer's service was disconnected for non-payment by EEA and requests a reconnection of service.

5.2 Waiver of Security Requirement

EEA may waive the requirement for Security by a Customer in the following circumstances:

- (a) where the Customer has a previous satisfactory credit history with EEA; or
- (b) where a result satisfactory to EEA is obtained from an external credit check; or

- (c) where the Customer provides to EEA an Indemnity Bond or Irrevocable Letter of Credit from a financial institution satisfactory to EEA.

5.3 Maximum Security

The maximum Security EEA will require from a Customer under this Regulated Rate Tariff is equal to 30% of the annual total charge payable by the Customer, as reasonably estimated by EEA. At the discretion of EEA, EEA may allow an initial payment for a portion of the Deposit and payment of the remainder of the Deposit over a reasonable time period.

5.4 Use of Security for Non-Payment

At the discretion of EEA, a Security provided by a Customer, or a portion thereof may be applied against any amounts owed for Service. At the discretion of EEA a new Security may be assessed in this case.

5.5 Return of Security

A Security provided by a Customer will be returned to the Customer or credited to the Account in case of a Deposit, after the Customer has demonstrated satisfactory credit history over a period of twelve (12) consecutive months. Where a Customer's Service is terminated and the Customer's Account is closed, and any outstanding amount remains, the Deposit will be applied to the balance owing by the Customer to EEA.

5.6 Interest Payable on Deposits

Interest will be paid on Deposit at the end of each calendar year or when the Customer's Account is closed. Interest will be calculated using simple interest on the daily balance of any cash deposit held by EEA in respect of the Customer. The interest rate applicable for each year will be the interest rate specified under the *Residential Tenancies Act*.

ARTICLE 6 – CLOSING AN ACCOUNT

6.1 Notice to End Service at a Site

Subject to Article 6.2, a Customer may end Service at a Site by giving EEA notice to end the Service. In order to end service at a site on a specified date, EEA requires at least three Business Days' prior notice. EEA may request proof that the Customer will no longer be responsible for the Site after that date. If a final meter reading is taken, the Customer will pay EEA all charges for a final meter reading incurred by EEA in accordance with EDTI or Fortis' Distribution Tariff.

6.2 Notice to Transfer to an Unregulated Retailer

A Customer transferring to an unregulated retailer must provide EEA with 30 days' notice prior to the intended transfer date, such notice to be in effect for 60 days.

6.3 Relocation of Customer

If the Customer wishes to continue to receive Service but to relocate from their current Site to a new Site, for example, as in the case of a move of residence, the Customer must notify EEA at least three Business Days prior to the Customer's requested relocation date. EEA may request proof that the Customer will no longer be responsible for the original Site after the relocation date. If a final meter reading is taken at the previous Site, the Customer will pay EEA all charges for a final meter reading incurred by EEA in accordance with EDTI or Fortis' Distribution Tariff.

6.4 No Assignment

Service under the Regulated Rate Tariff is not assignable. The benefits and obligations of any service shall begin when EEA commences to supply Service, and shall enure to the benefit of and be binding upon the Customer's respective heirs, personal representatives, and successors.

This limit on assignment is not intended to infringe on or limit the right of the Customer to sell, remove or otherwise lawfully dispose of Customer's property, subject to the termination clauses of these RRT Terms. Upon termination, any outstanding balances will remain the obligation of the Customer.

6.5 Refund Cheques

EEA will issue a refund cheque when an Account is closed if, after all amounts due are paid, there remains a credit balance of \$5.00 or more on the Account.

6.6 Termination of Customer of Record

EEA may, at its sole discretion, terminate the Customer as Customer of Record where the Customer fails to comply with Article 4.6, 5.1 or 8.1 but only after following the processes set out in Articles 8.3 and 8.12, and where EDTI or Fortis is unable to disconnect the Customer's Service Connection.

ARTICLE 7 – MEASUREMENT OF ENERGY CONSUMPTION

7.1 Measurement Provided by EDTI and Fortis

EDTI and Fortis provide to EEA under their Distribution Tariffs meter readings and estimates of consumption of Energy by Customers. Billings to Customers under these RRT Terms shall be based on those meter readings and estimates. EEA assumes no liability to the Customer for meter readings and estimates provided by EDTI and Fortis.

7.2 Meter Testing

If a Customer believes the meter to be in error, the Customer will arrange to have the meter tested by EDTI or Fortis. The Customer will pay EEA all charges for meter testing incurred by EEA in accordance with EDTI or Fortis' Terms and Conditions and associated Price Schedules.

ARTICLE 8 - BILLINGS AND PAYMENT

8.1 Billing Practices

EEA does not require payment for Service in advance, except where a deposit is required in accordance with these RRT Terms. EEA will bill in accordance with Commission directives on billing processes and quality.

Payment for charges for Regulated Rate Services must be received within 20 days of the statement date as noted on the Customer's bill.

Once per month, or within a time period reasonably close to a month, EEA will send a Customer a bill for Service provided to the Customer during the previous month, or an amount of time reasonably close to a month, calculated in accordance with the Price Schedules. The bill may be combined with a bill for other services that are not subject to the RRO Regulation provided to the Customer by EEA. In the event that a Customer does not provide EEA with notice in accordance with Article 4.2, the issuance of the bill may be delayed. The Customer's obligation to pay the amount set out in the bill shall continue despite any failure of EEA to provide a bill in a timely fashion. EEA will not issue bills for charges pertaining to periods greater than 12 months prior to the billing date except in circumstances outside of EEA's control.

8.2 Responsibility for Payment after Account Closure

The Customer is responsible for payment for all Services provided to the Customer up to the time EEA has closed the Account and until payment for final charges for any applicable non energy, consumption and Distribution and Transmission Tariffs has been made. If a Customer's Service is discontinued by EEA or disconnected under the EDTI or Fortis' Terms and Conditions or if a Customer is terminated as the Customer of Record, the Customer is responsible for payment for all Regulated Rate Service provided to the Customer up to the time of such discontinuation or disconnection or termination as the Customer of Record, for any Distribution and Transmission Tariffs incurred by EEA in accordance with EDTI or Fortis' Terms and Conditions up to and after the disconnection or discontinuance date or termination as the Customer of Record, for any applicable non-energy charges and until payment for final charges for consumption, Distribution and Transmission Tariffs and any applicable non-energy charges has been made.

8.3 Responsibility to Pay and Remedies for Non-Payment

Subject to Article 8.1 and 8.2, each Customer shall pay the full amount of any bill issued by EEA by the due date specified on the bill, without prejudice to the Customer's right to contest any rate or fee charged. A failure to pay any amount billed by EEA with the exception defined in Article 10.1 shall be a default of payment under these RRT Terms and the Customer shall be subject to EEA's collection policies as outlined in this Article 8.3 and to the discontinuance or termination of Service and disconnection of the Customer's Service Connection(s) as provided under this Article 8.3.

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

- (a) request a Deposit or an increased Deposit;

- (b) provide notice to the Customer that payment has not been received, and stipulating the timing for future action if payment or other arrangements are not made;
- (c) provide notice indicating pending notice of disconnection and timing of disconnection action;
- (d) subject to limitations on disconnection outlined in applicable laws, initiate disconnection;
- (e) use collection agencies; and
- (f) take legal action.

Prudent and reasonable collection costs incurred by EEA may be added to the Customer's bill. If a Customer has any unpaid charges or other amounts owing on any of its current or previously held Accounts, the debt may be transferred to any other Service Account held by the same Person as the Customer and any Security held in respect of such Account may be applied against the unpaid charges.

8.4 Adjustments to Bills

Bills rendered by EEA shall contain the information prescribed in applicable legislation. Bills rendered by EEA under these RRT Terms may be adjusted from time to time to, among other things, reflect adjustments by EDTI and Fortis under their Distribution Tariff and EEA will issue charges or credits as appropriate to affected Customers.

8.5 Late Payment Charge

If a Customer does not pay a bill in full by 20 days after the statement date specified on the bill, subject to disputed charges as outlined in Article 10, the payment will be considered late and a late payment charge may be applied. The Customer will be liable to pay to EEA, in addition to the amount of the bill, a late payment charge equal to 2.5% of the unpaid amount of the bill that applies to the current billing period. The outstanding unpaid amount, including the late payment charge, shall be added to the charges that become due and payable in the next bill. Should the bill remain outstanding after the due date, EEA may commence collection action in accordance with Article 8.3. In addition, EEA may require Security or an increase in the amount of an existing Security. If considered to be interest payable for credit advanced, then the late payment charge is equivalent to a maximum yearly rate of 45.6%.

8.6 Restoration of Regulated Rate Service

In order for Service to be restored after it has been discontinued or disconnected for non-payment, the Customer must pay all outstanding charges in full. EEA will apply a reconnection fee prescribed in the EEA Price Schedule, and EDTI and Fortis Distribution Tariffs after Service restoration. The Customer may be required to provide Security to EEA. At EEA's discretion, EEA may allow the Customer to make payment arrangements to settle arrears amounts over a reasonable amount of time.

8.7 Partial Payments

Partial payments on an Account will be applied to the unpaid amounts (including amounts for any other services not included in Services) outstanding on the oldest bills. If a payment does not cover

the total unpaid amount outstanding on a bill, and the bill includes charges for both Service and any other service, then the payment will be applied to the unpaid charges for Service and any other service pro rata, on the basis of the respective amounts for those charges.

8.8 Over Payments

If the Customer pays EEA an amount in excess of what is owed to EEA, the excess amount will be carried as a credit balance on the Customer's Account and applied to bills for future Services unless the Customer requests a refund. Interest will not be paid on a credit balance.

8.9 Legal Tender

EEA accepts the legal tender of Canada as defined in the *Currency Act*, S.C 1985, C-52 for payments. EEA may refuse to accept payment when the Customer attempts to make payment by a cheque drawn on a form other than a bank cheque. EEA follows the coin acceptance limitations specified in the *Currency Act*, S.C. 1985, c. C-52 as follows:

Payment in coin may be made to the maximum amount of:

- Forty dollars if the denomination is two dollars or greater but does not exceed ten dollars,
- Twenty-five dollars if the denomination is one dollar,
- Ten dollars if the denomination is ten cents or greater but less than one dollar,
- Five dollars if the denomination is five cents, and
- Twenty-five cents if the denomination is one cent.

8.10 Other Occupants' Liability for Payment and Change of Customer of Record

Where the Customer of Record for a Site has vacated the premises where the Site is located or defaulted on payment of a bill for Service, other occupant(s) of the premises who continue to receive Service shall be deemed to be the Customer(s) of Record and shall be liable for payment for Services provided in accordance with the Regulated Rate Tariff.

When a prospective Customer is applying for Service or an existing Customer of Record has applied for and received Service at a Site and the preceding Customer of Record for the Site has a history of non-payment, EEA may request the prospective Customer or the current Customer of Record to provide additional information requested by EEA to determine the identity, organization and/or control of the Person(s) occupying the Site, including, but not limited to, lease agreements and records describing the organization and control of business entities occupying the Site.

8.11 Owner's Liability for Payment

In circumstances where:

- (a) there is no Customer of Record registered on the accounting records of EEA; and
- (b) there are no other occupants of the Site who continue to receive Service,

the Property Owner shall be deemed to be the Customer of Record and shall be liable for payment for Services provided in accordance with the Regulated Rate Tariff until the date a new Customer of Record is determined by EEA provided that a rural Property Owner will not be deemed to be the Customer of Record or made responsible for paying Regulated Rate Tariff charges related to Service for an energy company's oil and natural gas facilities located on the rural Property Owner's site or sites unless the rural Property Owner directly requested the Service or will receive a benefit from the continuation of the Service. The Property Owner when deemed to be the Customer of Record under this provision shall be liable for all charges relating to identifying, searching for and contacting the Property Owner as a result of there being no Customer of Record for the Site.

8.12 Disconnection of Service by EEA

EEA must not request the disconnection of a Customer unless

- (a) the Customer requests the disconnection;
- (b) the Customer's account is in arrears and the disconnection will occur within the Permissible Disconnection Period;
- (c) the Customer is receiving electricity service but fails to provide information or provides incorrect information for billing purposes and the disconnection will occur within the Permissible Disconnection Period; or
- (d) the premises or property served by a Site reasonably appears to be vacant or unoccupied.

EEA must not refer a Customer to a credit agency unless the Customer's account is in arrears.

EEA must not provide written notice of:

- (a) a pending disconnection except for the reasons set out in section 8.12 (b) – (d), or
- (b) a pending referral to a credit agency unless the Customer's account is in arrears.

8.13 Lost Bills

If a Customer's bill is lost or not received, the Customer should contact EEA to determine the amount owed. Failure to receive a bill does not release a Customer from the obligation to pay the amount owing to EEA. EEA may in its discretion apply the late payment charge according to Article 8.5, in circumstances where a Customer requires a duplicate copy of the bill.

8.14 Responsibility for Collection Costs

Recovery of any balance on a Customer's bill that has not been paid by the date that payment is due in accordance with Article 8.1, may be referred to a collection agency or other legal action taken to collect the outstanding amount.

Prudent and reasonable collection costs incurred by EEA, including external legal and collection fees, will be added to the Customer's bill.

8.15 Dishonoured Payments

In addition to any late payment charge under Article 8.5 of these RRT Terms, a Customer whose payment is dishonoured shall pay the charge as specified in the Price Schedule.

A Customer will be charged a fee in accordance with the Price Schedule for each payment dishonoured for Non-Sufficient Funds. A dishonoured payment may trigger immediate collection action which could lead to disconnection of the Customer's Service Connection(s) as provided under Article 8.3. In addition, a Customer may be assessed a security deposit under Article 5.1. A dishonoured payment may include, but is not limited to cheques, credit cards or authorized withdrawal payments.

ARTICLE 9 - RESPONSIBILITY AND LIABILITY

9.1 Requirements in the EUA

In addition to any rights and obligations contained in these RRT Terms, EEA and the Customer are bound by the EUA and other applicable legislation.

EEA shall maintain security standards, including control of access to data and other information, consistent with applicable legislation and business practice in the industry.

9.2 Interruption of Regulated Rate Service

EEA does not own or operate the Distribution System or any other part of the AIES and does not guarantee continuous Service.

9.3 Force Majeure

EEA is relieved of its obligations under its Regulated Rate Tariff and these RRT Terms, and shall not be liable for any failure to perform any service under the Regulated Rate Tariff or any term of these RRT Terms to the extent that and when such failure is due to, or is a consequence, any event of Force Majeure.

Should a residence or business being served be suspended or discontinued, due to fire or other causes beyond the control of the Customer, any services, and related fees and charges except pass through charges from Owners, upon request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due EEA for Service already provided, at which time any Service and related fees shall again become operative. Upon resumption of Service, the Customer's credit standing with EEA will be no worse than it was prior to the suspension of Service.

9.4 Limitation on EEA Liability to Customer

Except for direct physical loss, injury or damage to a Customer or the Customer's property resulting from the negligence or wilful misconduct of, or breach of these RRT Terms by EEA or its employees or agents or contractors acting within the scope of their employment, EEA shall not be

liable to a Customer, whether in tort, contract, strict liability or otherwise, for any loss, damage, expense, charge, cost or other liability of any kind suffered or incurred by the Customer arising out of or in any way connected with any interruption, defect, irregularity, failure, curtailment or reduction in Service. Under no circumstance or for any reason shall EEA be liable for any loss, injury or damage of an indirect, special, exemplary, punitive or consequential nature including, without limitation, loss of revenues, loss of profits, loss of earnings, loss of contract, loss of opportunity, cost of capital, business interruption, claims of a Customer, Customer's customers, contractors or other third parties or any other similar loss, damage, expense, cost or liability whatsoever, whether or not any such loss, damage, expense, cost or liability was foreseeable. Any claim by a Customer for loss, injury or damage, must be filed with EEA within two years from the date of occurrence of the incident that is the subject of the claim, failing which EEA shall have no liability to the Customer for any such loss, injury or damage.

9.5 Distribution Tariff

Each Customer shall be responsible for the Service Connection to a Site to permit the Customer to receive Regulated Rate Service. As a condition of receiving Regulated Rate Service, each Customer agrees to be bound by, and shall comply with, all provisions of the Distribution Tariff applicable to the Customer. At the request of EEA, a Customer will enter into an agreement with EDTI or Fortis confirming that the Customer is bound by the applicable provisions of the Distribution Tariff.

9.6 Indemnification by Customer

Each Customer shall indemnify and hold EEA and its employees, agents and contractors harmless from and against any claim for any loss, damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by EEA (including charges or liability arising under EDTI's and Fortis' Tariff) arising out of or in any way connected with any failure by the Customer or its Facilities to comply with any of the provisions of EDTI or Fortis' Distribution Tariff applicable to the Customer or its Facilities or any legal or regulatory requirement related to Distribution Access Service required to be complied with by the Customer. Without limiting the generality of the foregoing, the Customer shall be liable to compensate EEA for any costs, expenses or liabilities that it incurs under the provisions of any Owner's terms and conditions arising out of or connected with any action or inaction of the Customer related to Service.

9.7 EEA Indemnification

EEA shall indemnify and hold a Customer harmless from and against direct physical loss, injury or damage to the Customer or the Customer's property resulting from the negligence or wilful misconduct of EEA or its employees, agents or contractors acting within the scope of their employment or breach of these RRT Terms. For the purpose of this Article 9.7, "direct physical loss, injury, or damage" shall not include any loss, injury or damage of an indirect, special, exemplary, punitive or consequential nature including, without limitation, loss of revenues, loss of profits, loss of earnings, loss of contract, loss of opportunity, cost of capital, business interruption, claims of a Customer's customers, contractors and other third parties or any other similar loss, damage, expense, cost or liability whatsoever, whether or not any such loss, damage, expense, cost or liability was foreseeable. Any claim by a Customer for indemnity for loss, injury or damage, must be filed with EEA within two years days from the date of occurrence of the incident that is the subject of the claim, failing which EEA shall have no obligation to indemnify the Customer for any such loss, injury or damage.

9.8 EEA Service Guarantee

9.8.1 EEA shall provide a credit of \$150 to a Customer who is subject to one of the following errors made by EEA, in accordance with Rule 003:

If EEA provides written notice of:

- (1) a pending disconnection for any reason other than:
 - (a) the Customer's account is in arrears and the disconnection will occur within the Permissible Disconnection Period;
 - (b) the Customer is receiving Regulated Rate Service but fails to provide information or provides incorrect information for billing purposes and the disconnection will occur within the Permissible Disconnection Period;
 - (c) the premises or property served by a Site reasonably appears to be vacant or unoccupied.
- (2) a pending referral to a credit agency when the Customer's account is not in arrears.

9.8.2 Payment of the \$150 credit will not be provided where no error has been made by EEA, and in particular the credit shall not be provided in the following circumstances:

- (1) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice and the customer's payment crossed in the mail.
- (2) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was in mail transit at the time the customer made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union.
- (3) The electric distributor disconnected a customer in error, rather than as instructed by EEA.
- (4) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was properly mailed, but the customer did not pick up the mail from locations such as a post office, super mail box, or home mail box.
- (5) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was undelivered by the mail delivery service.
- (6) The customer attempted to make payment to the person dispatched by the electric distributor to disconnect the service, where such disconnection was not made in error, but that person was not authorized to accept payment.

ARTICLE 10 - DISPUTE RESOLUTION

Without limiting any party's right under the EUA or to make complaints to the Commission, both parties, acting in good faith shall endeavour to resolve differences prior to taking any action to the Commission. Customers are encouraged to contact EEA first with any issues prior to escalating the issue to the Utilities Consumer Advocate or the AUC.

10.1 Disputed Charges

The Customer has the right to dispute any charge shown on the Customers' bill by contacting EEA either in writing or by telephone. EEA will investigate all disputes and make any adjustments EEA determines appropriate. If the dispute is within EEA's control and is not resolved within 30 calendar days from the notice, the Customer may escalate the dispute as provided in Articles 10.2 and 10.3 and the Customer will not be required to pay any charges for the disputed period that are in excess of the average monthly bill of the Customer as reasonably determined by EEA. The Customer will be responsible to pay all past and future charges while the specific charge in dispute is being resolved. Any outstanding disputed amount shall be due and payable within 10 Business Days of resolution. No additional charges intended as compensation for the dispute resolution process will be applied to disputed amounts.

10.2 Resolution by EEA and Customers

If any dispute between EEA and a Customer arises at any time in connection with the RRT Terms, EEA and the Customer, acting reasonably and in good faith, shall use their 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 10.2, a representative of EEA and the Customer shall attempt to resolve the dispute through telephone, written communication or meeting.

During the course of a dispute that has been escalated to the AUC in accordance with Article 10.1 EEA shall not terminate or suspend Service for reasons of the escalated dispute, but may terminate or suspend Service if the Customer is in contravention of other aspects of the RRT Terms or is in violation of EDTI's or Fortis' terms and conditions.

10.3 Resolution by a Third Party

If any dispute had not been resolved pursuant to Article 10.2 within a reasonable time, EEA and the Customer may pursue the matter with the AUC if the matter is within the AUC's jurisdiction or pursue in Alberta any remedies available to them under applicable laws, including arbitration pursuant to the *Arbitration Act (Alberta)*.

ARTICLE 11 - MISCELLANEOUS

11.1 Compliance with Applicable Legal Authorities

EEA and the Customer 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 AUC, Independent System Operator or other governmental authorities having applicable jurisdiction. Neither EEA nor the Customer will be required to violate, directly or indirectly, or become a party to a violation of any requirement of the Independent System Operator or any applicable federal,

provincial or local statute, regulation, bylaw, rule or order in order to provide or receive Regulated Rate Service. EEA's obligation to provide Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of Service will have been obtained and will be in force during the period Service is provided.

11.2 No Waiver

The failure of EEA or a Customer to insist on any one or more instances upon strict performance of any provisions of the RRT Terms, or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No provision of the RRT Terms shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by EEA or a Customer claimed to have waived or consented to excuse.