



ATCO Electric Ltd.

2023 Cost-of-Service Compliance Filing and 2023 Rates

December 7, 2022

Alberta Utilities Commission

Decision 27672-D01-2022

ATCO Electric Ltd.

2023 Cost-of-Service Compliance Filing and 2023 Rates

Proceeding 27672

December 7, 2022

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The Commission may, within 60 days of the date of this decision and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected decision on its website.

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1 Decision and order

1. ATCO Electric Ltd. operates under a performance-based regulation framework, the current term of which was approved in Decision 20414-D01-2016 (Errata)¹ and expires at the end of this year. ATCO Electric filed its 2023 cost-of-service review application with the Alberta Utilities Commission for approval, representing the rebasing of their respective revenue requirements through a cost-of-service framework.

2. In this decision, the Commission considers whether ATCO Electric complied with all applicable Commission directions made in decisions 26615-D01-2022² and 26616-D01-2022³ and reviews ATCO Electric's resulting 2023 rates. For reasons that will follow in a subsequent decision to be issued in due course, the Commission directs ATCO Electric to make the following adjustments to its 2023 revenue requirement, 2023 rates, options, riders and rate schedules and to provide updated schedules, including rate calculations to:

- Update for the revised carrying charges to incorporate ATCO Electric's response to the revised AE-AUC-2022OCT25-004.⁴
- Remove the escalation of the non-mechanistic portion of the forecast for the following operating and maintenance (O&M) and capital programs:
 - O&M USA account 593.1: Vegetation Management
 - O&M USA account 583: Overhead Line Expenses
 - The non-mechanistic portion of the Wildfires Mitigation capital program
 - Non-mechanistic Transportation Equipment capital subprogram within the General Support Program
 - New capital Grid Modernization Program

The non-mechanistic portion of the forecast for the above five O&M and capital programs, i.e., the incremental amount above the three-year average, should not be adjusted by the escalation factors approved in Section 5.2 of Decision 26615-D01-2022. The Commission directed ATCO Electric to update only the mechanistic portion of the

¹ Decision 20414-D01-2016 (Errata): 2018-2022 Performance-Based Regulation Plans for Alberta Electric and Gas Distribution Utilities, Proceeding 20414, February 6, 2017.

² Decision 26615-D01-2022: ATCO Electric Ltd., FortisAlberta Inc., 2023 Cost-of-Service Review, Proceeding 26615, July 28, 2022.

³ Decision 26616-D01-2022: ATCO Gas, Apex Utilities Inc., 2023 Cost-of-Service Review, Proceeding 26616, September 1, 2022.

⁴ Exhibit 27672-X0048 and Exhibit 27672-X0049.

forecast, i.e., the three-year average for the above five O&M and capital programs by the approved escalation factors. The Commission denies the adjustment for any portion of the forecast that is above the three-year average.

3. The Commission has also determined, with reasons to follow, that:

- Subject to the adjustments directed in paragraph 2, ATCO Electric has complied with all applicable directions from Decision 26615-D01-2022 and Decision 26616-D01-2022.
- The calculation of ATCO Electric's 2023 distribution rates including the calculation of the distribution-connected generation credits, options and riders is approved on an interim basis, effective January 1, 2023, subject to ATCO Electric filing an updated set of schedules reflecting the findings in this decision by December 12, 2022. These rates will remain interim pending finalization of all outstanding placeholders (including 2022 actual closing rate base). These 2023 rates will be finalized following approval of all outstanding placeholders, and any required true-up adjustments made in accordance with directions subsequently provided by the Commission.
- The 2023 system access service rates are approved as filed effective January 1, 2023.
- The updated customer and retailer terms and conditions for electric distribution service, as set out in [Appendix 2](#) and [Appendix 3](#), respectively, to this decision are approved effective January 1, 2023.
- The stand-alone schedule of Supplementary Service Charges, as set out in [Appendix 4](#), is approved effective January 1, 2023.
- ATCO Electric's 2023 Available Company Investment (maximum investment levels) amounts will be set in Proceeding 27658.⁵
- ATCO Electric's request for approval of its 2021 rates, including the K-bar amounts, as final is granted.

4. It is hereby ordered that:

- (1) The calculation of ATCO Electric Ltd.'s 2023 distribution rates including the calculation of the distribution-connected generation credits, options and riders is approved on an interim basis, effective January 1, 2023, subject to ATCO Electric Ltd. filing an updated set of schedules reflecting the findings in this decision with the Commission by December 12, 2022. These rates will remain interim pending finalization of all outstanding placeholders.

Dated on December 7, 2022.

⁵ Proceeding 27658, Residential standards of service and maximum investment levels.

Alberta Utilities Commission

(original signed by)

Kristi Sebalj
Vice-Chair

(original signed by)

Cairns Price
Commission Member

Appendix 1 – Proceeding participants

Name of organization (abbreviation) Company name of counsel or representative
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Consumers' Coalition of Alberta (CCA)
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Commission staff E. Deryabina A. Spurrell B. Edwards M. Logan

Appendix 2 – Customer terms and conditions

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Appendix 2 -
Customer terms and
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Appendix 3 – Retailer terms and conditions

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Appendix 3 -
Retailer terms and c
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Appendix 4 – Supplementary service charges

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Appendix 4 -
Supplementary servi
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**CUSTOMER TERMS AND CONDITIONS
FOR
ELECTRIC DISTRIBUTION SERVICE**

Effective	January 1, 2023	Decision 27672-D01-2022
Supersedes	January 1, 2021	Decision 25864-D01-2020

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ARTICLE 1 – PREAMBLE

In accordance with the provisions of the *Electric Utilities Act* (the “Act”) and the Regulations made thereunder (“Regulations”), ATCO Electric Ltd. (“ATCO Electric”) in its role as a wire owner will carry out the functions necessary to furnish electric Facilities to end-use Customers in its service area to enable Customers to purchase electricity for that person's own use from a Retailer. These Terms and Conditions are intended to govern the relationship between ATCO Electric and Customer(s) that require a Service Connection to ATCO Electric’s electric distribution system. These Terms and Conditions will also govern the relationship between ATCO Electric and Retailer(s) or any other person whom the Customer has assigned to act on its behalf in its dealings with ATCO Electric, regarding the provision of wire service on its electric distribution system.

These Terms and Conditions serve as a companion to the Retailer Terms and Conditions for Electric Distribution Service, which are intended to enable Retailers to acquire access to ATCO Electric’s electric distribution system for the purposes of allowing them to sell electricity directly to end-use Customers. An end-use Customer may also act as a Self-Retailer by carrying out Retailer functions to obtain Electricity Services solely for its own use.

The service provided by ATCO Electric hereunder is regulated by the Alberta Utilities Commission (“AUC”), and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to ATCO Electric or to the Commission. These Terms and Conditions have been approved by the AUC.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

"*Act*" means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as amended from time to time;

"*Agent*" means a person who deals and performs functions including, but not limited to, retailer transactions with the Company on behalf of a Self-Retailer or Retailer;

"*AUC Rule 021*" means the specifications, standards, methods, calculations and conventions established under the AUC Settlement System Code, Rule 021, as amended or replaced from time to time;

"*Available Company Investment*" means the available investment in dollars as set forth in the Schedule of Available Company Investment;

"*Backout Electric Service Agreement*" means an agreement to cover the capital and other expenditures made by the Company for the provision of a Service Connection before construction and before the Customer's Electric Service Agreement is completed;

"*Billing Demand*" means the demand upon which billing to a Customer is based;

"*Business Day*" means any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*;

"*Buy-down*" means a payment made by a Customer lowering their Distribution Contract Demand. The payment is required to recover the present value of capital recovery stream(s) associated with existing Facilities serving the Customer. More information on Buy-downs is available in the Customer Guide to New Extensions available at atco.com/CustomerGuideNewExtensions;

“*Cancellation Costs*” means the aggregate of all actual costs and expenses incurred by the Company related to the work and all costs incurred by the Company in connection with the termination thereof including, but not limited to:

- (a) the cost of all equipment and material, inclusive of any deposit, restocking and cancellation charges;
- (b) the amount payable to any contractor for the supply of labour and miscellaneous materials;
- (c) the cost of engineering studies, surveying and drafting;
- (d) the fees of any consultant or professional retained by the Company;
- (e) the costs incurred in the process of obtaining easements, rights-of-way and regulatory approvals;
- (f) the expense of wages and benefits paid for services performed by the Company’s employees;
- (g) the carrying costs incurred; and
- (h) the costs incurred to salvage equipment and materials (net of any credit to the Company for reusable equipment and material), and the reclamation of any property used by the Company;

“*Company*” means ATCO Electric Ltd. or its successor;

“*Commission*” or “AUC” means the Alberta Utilities Commission established under the *Alberta Utilities Commission Act*, as amended from time to time;

“*Connected Load*” means the sum of the capacities or ratings of the electric energy consuming apparatus connected to a supplying system;

“*Contract Demand*” means the contract demand established between the Customer and the Company as follows:

- (a) “*Distribution Contract Demand*” – (DCD) the demand level in kW used to establish the Available Company Investment (\$) in Customer related distribution Facilities.

The demand level will also establish the Customer's minimum monthly distribution bill. The DCD is established by the Company in consultation with the Customer;

- (b) *"Transmission Contract Demand"* – (TCD) the demand level in kW used to establish the Company's contribution to the ISO in Customer related transmission facilities;

"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;

"Customer" means a person, firm, partnership, corporation, REA, organization or association (including, without limitation, individual members of any unincorporated entity) to whom the Company provides any service hereunder or who receives any service from the Company hereunder, but does not include a public utility or any member of an REA;

"Customer Contribution" means the sum of the Distribution Contribution and the Transmission Capital Costs (Contribution) that the Customer shall pay to the Company to install the Facilities necessary to provide a Service Connection to the Customer;

"Customer Extension Costs" means the costs to extend service to a Customer and are defined as follows:

- (a) *"Distribution Capital Costs"* – the estimated costs of materials, labor, expenses, allocated overhead, and any other costs incurred by the Company in extending service to a Customer, related to distribution voltages of 25 kV and lower;
- (b) *"Transmission Capital Cost (Contribution)"* – the portion of the Company's contribution to the ISO, as established by the ISO, which the Company incurs to extend service to a particular Customer;

"Customer Information" includes the data specified in AUC Rule 021 and other information, including safety related information, required to provide safe electric service to Customers;

"Customer Usage Information" means information regarding the historical electricity consumption of a Customer and includes:

- Site ID;
- Read Date;
- Net Measured Energy (kW.h); and if available
- Net Measured Demand (kW); and
- Net Measured Demand (kV.A)

“Default Supplier” means a Retailer appointed pursuant to Section 3 of the RRR;

“Demand” means the maximum rate at which electric energy is delivered by the Company (expressed in kilowatts, kilovolt amperes or other suitable unit) at a given instant or averaged over any designated period of time;

“Developer” means the person or party developing land on which electrical facilities are being installed;

“Distribution Contribution” means the Distribution Capital Costs less the Available Company Investment;

“Distribution Tariff” means a distribution tariff prepared by the Company and approved by the Commission in accordance with the Act, which consists of the Price Schedules and the Terms and Conditions, as amended or replaced from time to time;

“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;

“Effluent” means any solid, liquid or gas, or combination of any of them, including, without limitation, salt, dust, smoke, particulate matter, debris, hazardous waste, chemicals, vapour, runoff, wastewater or sewage.

“Electric Distribution Service” means the service required to transport electricity by means of an electric distribution system. The term Electric Distribution Service is to replace any reference to Distribution Service Connections or Distribution Access Service which terms were previously used by the Company in prior Proposal Letters, Electric Service Agreements or other agreements;

"Electric Service Agreement" means an agreement for the provision of a Service Connection pursuant to these Terms and Conditions, between the Company and a Customer, in the form similar to that attached as Schedule C hereto. If no Electric Service Agreement has been signed, a Proposal Letter will be considered an Electric Service Agreement for the purposes of these Terms and Conditions;

"Electricity Services" means the services associated with providing electricity to a person, including the exchange of electric energy, making financial arrangements to manage financial risk associated with the pool price, Electric Distribution Service, system access service, ancillary services, billing, metering, performing load settlement, and any other services specified in the regulations made by the Minister under Section 115 of the Act;

"Energy" means electric energy (expressed in kilowatt hours);

"Facilities" means a physical plant (including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery);

"Force Majeure" means circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, 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, failures of electric supply, the intervention of federal, provincial, state or local government or from any of their agencies or boards excluding Decisions and/or Orders made by the AUC in the normal course of it 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;

"Generating Customer" means a Customer with on-site generating equipment that is interconnected with the Company's distribution Facilities and is determined to be either a;

(a) *"Distributed Generator"* – means a generator that is not defined as a Micro-Generator, or

(b) *“Micro-Generator”* – means a generator as defined in the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time;

“Incremental Interconnection Costs” means the costs of materials, labor, expenses and any other direct costs incurred by the Company to allow a Generating Customer to make use of the distribution system;

“Independent System Operator” or *“ISO”* means the corporation established pursuant to Section 7 of the Act, and currently operating under the name of “Alberta Electric System Operator” or “AESO”;

“Initial Term” means the initial period of time specified in the Customer's Electric Service Agreement in which the Customer is bound to certain obligations and benefits for the reasons set out in these Terms and Conditions. In the absence of a signed Electric Service Agreement, the Initial Term shall be deemed to be five (5) years;

“In-Service Date” or *“Full Service Date”* means the date on which the Company specifies the Service Connection is to be available;

“Interconnected System” means those portions of the Company's Facilities which are connected with the electrical systems of other electric utilities in the Province of Alberta;

“Isolated System” means those portions of the Company's Facilities which do not form part of the interconnected system;

“Investment Term” means the investment recovery period of a Service Connection;

“Letter of Commitment” means an agreement to cover capital and other expenditures made by the Company for the provision of a Service Connection early in the project life cycle and before a Backout Electric Service Agreement is completed;

“Load” means the demand and energy delivered to or required at any Point of Service;

“Luminaire” means an outside lighting unit fitted to a pole and consisting of a lamp and parts designed to distribute the light including reflector, bulb, lens, ballast and controls;

“Meter Data Manager” means an entity as defined in AUC Rule 021;

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

"Municipality" means a city, town, village, summer village, municipal district or specialized municipality, a town under the *Parks Towns Act* or a municipality formed by special Act, and includes a Métis Settlement;

"Non-Standard Meter" means a meter that does not have the capability of remotely communicating with the Company's metering network;

"Point of Delivery" or "POD" means the point at which electrical energy is transferred from the TFO's transmission facility to a distribution system and where the electric energy so transferred is measured;

"Point of Service" means the point at which the Company's service conductors are connected to the conductors or apparatus of a Customer;

"Power Factor" means the ratio of the highest metered kilowatt demand in a billing period to the highest metered kilovolt ampere demand in that same billing period;

"Power Pool" means the scheme operated by the Independent System Operator under the Act for exchange of Energy and financial settlement for the exchange of Energy;

"Price Schedules" means that portion of the Company's Distribution Tariff which sets out charges including rates, options, and riders schedules;

"Proposal Letter" means a letter prepared by the Company outlining the technical parameters, the costs, and the commercial arrangements in response to a Customer's application for a new extension. If no Electric Service Agreement has been signed, a Proposal Letter will be considered an Electric Service Agreement for the purposes of these Terms and Conditions;

"REA" means incorporated rural electrification association;

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

"Regulated Rate Option Regulation" or *"RRO Regulation"* means the *Regulated Rate Option Regulation*, A.R. 262/2005 as amended from time to time;

"Retailer" means a person who sells or provides retail Electricity Services and includes an affiliated retailer;

"Retailer Guide" means the guide prepared by the Company which describes the business processes for the transactions between the Company and the Retailer in relation to the provision of Service;

"Retailer Terms and Conditions for Electric Distribution Service" means the new title of the document formerly known as the Terms and Conditions for Distribution Access Service. Where reference is made to the Terms and Conditions for Distribution Access Service in any prior Proposal Letter, Electric Service Agreement, or other agreement, it shall be deemed to be a reference to the Retailer Terms and Conditions for Electric Distribution Service, as amended from time to 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 the Company's distribution system to permit the Customer to obtain Electric Distribution Service, having regard to good electric industry practice as determined by the Company acting reasonably;

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

"Site ID" means a unique identification number assigned by the Company to each unique end-use Point of Service;

"Standard Meter" means a meter that has the capability of remotely communicating with the Company's metering network, or any meter the Company deems appropriate in its sole discretion;

“*Terms and Conditions*” means these Customer Terms and Conditions for Electric Distribution Service, which were formerly known as the Terms and Conditions for Distribution Service Connections. Where reference is made to the Terms and Conditions for Distribution Service Connections in any prior Proposal Letter, Electric Service Agreement, or other agreement, it shall be deemed to be a reference to these Customer Terms and Conditions for Electric Distribution Service, as amended from time to time;

“*Transmission Connected Customer*” means for the purpose of exemption from distribution charges as defined in the Price Schedules:

- (a) a Customer whose Point of Service is at a transmission voltage (72kV and above);
or
- (b) a Customer whose plant site is contiguous with a transmission facility which is under the jurisdiction of the ISO, and takes service directly from the transmission facility, or through a transformer which is directly connected to the transmission facility;

“*Transmission Facility Owner*” or “*TFO*” means the owner of a transmission facility, as defined in the Act.

2.2 Conflicts

- (a) 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.
- (b) If there is any conflict between a provision expressly set out in these Terms and Conditions, as may be amended from time to time, and an Electric Service Agreement, the express provision of these Terms and Conditions shall govern, as of their effective date.

2.3 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.

2.4 Schedules and Appendices

The following schedules and appendices are attached to and form part of these Terms and Conditions:

- Schedule A – Standard Supply Specifications
- Schedule B – Conditions of Underground Service
- Schedule C – Electric Service Agreement
- Schedule of Available Company Investment (available at atco.com)
- Schedule of Supplementary Service Charges (available at atco.com)

ARTICLE 3 – GENERAL PROVISIONS

3.1 Commission Approval

These Terms and Conditions have been approved by the Commission. The Company 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. The Commission will acknowledge the notice of the amendment to the Terms and Conditions within 60 days after such notice is filed, or the Commission will direct a further process to deal with the requested change as the Commission deems to be appropriate.

3.2 Distribution Tariff

The Company's Distribution Tariff is available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission and can be accessed at ATCO Electric's website at: atco.com. These Terms and Conditions form part of the Distribution Tariff and are established pursuant to Section 2 of the *Distribution Tariff Regulation*, A.R. 162/2003, as amended from time to time.

3.3 Effective Date

These Terms and Conditions are in effect as of the indicated effective date. Whenever the Company files notice of an amendment to these Terms and Conditions, or when the Commission approves an amendment to these Terms and Conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

3.4 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Company and to every Customer to which the Company provides a Service Connection. These Terms and Conditions also govern the relationship between the Company and Retailer or any other person whom the Customer has assigned to act on its behalf in its dealings with ATCO Electric regarding the provision of wires service on its electric distribution system.
- (b) The application for a Service Connection, the entering into an Electric Service Agreement, the use by the Customer of a Service Connection to obtain Electricity Services or the payment by the Customer of an account rendered by the Company in relation to a Service Connection shall constitute acceptance by the Customer of these Terms and Conditions.
- (c) 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.

3.5 Customer Guides

The Company has developed guides to help Customers understand the normal practices of the Company. The Customer guides will be updated, from time to time, to reflect changes to the electric utility industry, or the changing needs of the Company's Customers. The Company is committed to follow practices in the Customer guides. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Customer guides to meet unique needs in certain circumstances.

The Company's Customer guides are available for public inspection and can be accessed at ATCO Electric's website at: atco.com.

3.6 Ownership of Facilities

- (a) The Company remains the owner of all Facilities necessary to provide a Service Connection to the Customer, whether or not affixed to a Customer's facilities or land, unless an agreement between the Company and Customer specifically provides otherwise.
- (b) Payment made by Customers for costs incurred by the Company in installing Facilities does not entitle Customers to ownership of any such Facilities or any intellectual property, engineering, design, or other information or data, or any other rights relating to or in respect to such Facilities unless an agreement between the Company and the Customer specifically provides otherwise.

3.7 Fees and Other Charges

The Company will provide all standard services hereunder pursuant to the Distribution Tariff. All additional and supplementary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in the Schedule of Supplementary Service Charges. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

ARTICLE 4 – ESTABLISHMENT OF SERVICE

4.1 Application for Service Connection

- (a) To enable the Company 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 if necessary and any other information that may be required by the Company. The Company shall provide and maintain a non-binding Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions) as an informational plain language aid for customary information requirements.

- (b) Upon receipt of the required information, the Company will advise the applicant of the type and character of the Service Connection it will furnish to the Customer, and any special conditions that must be satisfied.

4.2 Method of Application

4.2.1 Form and Acceptance of Application

- (a) All Customers must be of legal age to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to execute an application in the form provided by the Company. If a Customer is not of legal age, a deposit may be required in order to obtain Electricity Services and, in addition, a person of legal age may be required to accept responsibility for the Electricity Services on that Customer's behalf.
- (b) For commercial and industrial Customers, written or electronic acceptance specifying the Customer has agreed to these Terms and Conditions must be received by the Company before construction of the service will proceed.
- (c) A Customer may be required to sign the Company's Letter of Commitment or Backout Electric Service Agreement, or both, before construction of the Service Connection will proceed.
- (d) In the event that a Customer cancels a project after the acceptance by the customer of a Proposal Letter, including email approval, the Customer shall pay all additional costs related to the cancellation of the project, including Cancellation Costs, incurred by the Company. The Company reserves the right to require a Customer to provide security acceptable to the Company to cover Cancellation Costs as provided in the Letter of Commitment, Backout Electric Service Agreement or as set out elsewhere. The Company may require such payment or access any available security to cover the costs incurred by the Company forthwith.

4.2.2 *Application by Retailer or Other Person*

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 the Company, in a form acceptable to the Company, verifiable authorization from the Customer to make the application.

4.3 **Establishment and Re-establishment of Credit or Deposits**

4.3.1 *Establishment of Credit*

- (1) All Customers will be required to follow the security requirements as defined by the Customer's Retailer.
- (2) All Customers who choose to Self-Retail shall satisfy the Retailer Terms and Conditions for Electric Distribution Service for their prudential requirements.
- (3) The Company, at its sole discretion and acting reasonably, reserves the right to request Customers to establish credit by way of a deposit or other acceptable method for any amounts in relation to services provided by the Company, including but not limited to the cost of the Customer's extension, idle service or Distribution Contribution, under these Terms and Conditions.

4.3.2 *Re-establishment of Credit*

(a) Former Customers with an Outstanding Balance

An applicant who has been a Customer of the Company and who is indebted to the Company will be required to re-establish credit by paying all delinquent bills and depositing the amount prescribed herein.

(b) Delinquent Customer

A Customer whose electric service has been disconnected for nonpayment of bills for service may be required, before service is restored, to establish credit by paying all delinquent bills, the reconnection fee and depositing the amount prescribed herein.

4.3.3 *Amount of Security Deposits*

The amount to be deposited will be determined by the Company at the time of the service application or upon the Customer entering into any contractual arrangements with the Company.

4.3.4 *Refunds of Security Deposits*

A security deposit is refunded or credited to the Customer's account with interest when:

- (1) the Customer's Service Connection is disconnected, other than for default in payment of accounts, and the Customer has paid all amounts owing to the Company; or
- (2) the Customer has satisfactorily established credit by paying all bills on or before the due date of the said bill, for twelve (12) consecutive months; or
- (3) the Customer has satisfied any other conditions stipulated in any contractual arrangements between the Customer and the Company.

4.3.5 *Interest on Security Deposits*

Interest on each Customer's security deposit held by the Company will be calculated at the rate specified from time to time in *The Residential Tenancies Act S.A. 2004, C.R-17.1* or as otherwise stipulated in any contractual arrangements between the Customer and the Company. Interest will be credited to the Customer's account annually or when the deposit is refunded.

4.3.6 *Use of Security Deposits*

If a Customer fails to pay an amount billed, the Company may apply all or any portion of a Customer's security deposit toward payment of the outstanding amounts, any subsequent unpaid costs incurred by the Company, including interest and any Late Payment charges. When the Company has taken this step, the Customer may be required to pay to the Company the amount deducted from the Customer's security deposit. Upon termination of a Service Connection or any contractual arrangement between the Customer and the Company, the Company

may apply all or any portion of a Customer's security deposit, including interest, toward payment of any amount due and owing by that Customer.

4.4 Rejection of Application

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

- (a) the Customer does not have currently in force all permits or other authorization that may be required for the installation of the Service Connection as defined in Section 4.6; or
- (b) the Company determines that a previous account held by the Customer is in arrears with the Company; or
- (c) the Customer fails to provide a security deposit or letter of credit from a suitable financial institution in a form acceptable to the Company; or
- (d) the Company 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 the Company; or
- (e) any representation made by the applicant or the Customer to the Company for the purpose of obtaining a Service Connection is, in the Company's opinion, fraudulent, untruthful or misleading; or
- (f) the Customer has not, when requested by the Company to do so, provided an executed written or electronic application for a Service Connection, Proposal Letter, Electric Service Agreement and/or Backout Electric Service Agreement; or
- (g) the proposed loads, in the Company's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel or the Company's Facilities or equipment.

4.5 Electric Service Agreement

- (a) A Customer may be required by the Company to sign an Electric Service Agreement in respect of a Service Connection, as set out in Schedule C. The Electric Service Agreement shall be signed by the Customer and not by its Agent.
- (b) In the absence of a signed Electric Service Agreement, the supplying of a Service Connection by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for delivery, acceptance and payment for electric service under the Company's applicable Price Schedules and Terms and Conditions.
- (c) If any provision of the Customer's Electric Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of its Electric Service 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.

4.6 Approvals

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. The Company 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 permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all Company requirements applicable to the installation and operation of the Service Connection.

4.7 Temporary Service

Company Investment, as set out in the Schedule of Available Company Investment, will not be available for Initial Terms less than one (1) year.

4.8 Information and Requirements for Service

4.8.1 Electric Distribution Service

Upon request, the Company shall provide to the Customer information on the method and manner of making Service Connections. Such information may include a copy of the Company's Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions), a description of the Service Connection available, location of entrance facilities and metering equipment, Customer and Company responsibilities for installation of Facilities, and notifications and informational materials about competition and consumer choices. Upon request, the Company shall direct Customers to a source where they may obtain the current list of licensed Retailers operating in accordance with the *Consumer Protection Act*, RSA 2000, C-26.3. The Company is under no obligation to ensure the accuracy of this list.

4.8.2 Customer Usage Information

- (a) The Company shall provide standard Customer Usage Information to a Customer upon request for:
- (1) the 12-month period preceding the date of the request, or
 - (2) for any shorter period for which the Company has collected that information.
- (b) An Agent or consultant, acting on behalf of a Customer, may request Customer Usage Information by obtaining and submitting to the Company the authorization from the Customer in a form as set out in the Retailer Guide.
- (c) The Customer shall submit written requests for Customer Usage Information based on Site ID. If the number of Sites on a request exceeds twenty (20), the Site ID list must be provided electronically as set out in the Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions).

- (d) The Company will normally process requests within five (5) Business Days of receiving notification from the Customer. If the Company determines that it cannot process the request within five (5) Business Days, the Company shall notify the Customer of the approximate delivery date.
- (e) Requests for Customer Usage Information will be provided by the Company at no additional cost for requests made once per year per account. The Company reserves the right to assess a charge for additional Customer Usage Information requests as set forth in the Schedule of Supplementary Service Charges.

4.9 Application of Price Schedules

- (a) The Company will make Customers aware of the various price schedules under which the Company provides service to Customer rate classes. The Company will endeavor to apply the applicable price schedule which is most favorable to the Customer, providing the price schedule applies to the service requested by the Customer, the Customer is eligible for the requested service, and that application of the requested price schedule does not have an adverse impact on other Customers of ATCO Electric. The Company shall not be required to refund the difference in charges under different price schedules for any past period during which the Customer did not request service under an alternate price schedule that may have been available to such Customer.
- (b) Various riders and options are also applicable to the service as specified in the Distribution Tariff approved from time to time by the AUC.
- (c) Subject to the above, where the Customer's service requirements change so that some other price schedule(s), riders and options may apply to the service, upon the receipt of a written request from the Customer, the Company will advise the Customer of its eligibility for service under the alternate price schedule, and the Company will change the Customer's billing accordingly.
- (d) A Customer may elect to have service billed on any other price schedule applicable to that Customer's service requirements, subject to the above conditions. Any

change shall not be effective until the next complete billing period. An election under this section may not be made more than once in any 12-month period, unless the Customer's service requirements change and such election will apply to all arrangements the Customer has with the Company if the Service Connection is billed on more than one price schedule.

- (e) In each circumstance, the Company may perform an investment contribution calculation to determine whether any adjustments are required to the Customer's contribution amount to recognize the different levels of company investment which apply to each price schedule.
- (f) In addition to payments for electric service, the Customer (or Retailer) is required to pay the Company the amount of any tax or assessment levied by any tax authority on electric service delivered to the Customer.
- (g) Should a dispute arise between the Company and a Customer with regards to the Customer's eligibility to switch rates, the Company will normally bring the dispute before the Commission for resolution. This does not preclude the Customer's ability to bring the same dispute before the Commission. Switching will not be allowed before the Commission renders a decision.

4.10 Setup Fee

- (a) When a residential Customer is setup at a new or existing Site, the residential Customer will pay a non-refundable Setup Fee as defined in the Schedule of Supplementary Service Charges
- (b) For non-residential Customers, the actual costs including, without limitation, the meter connection costs, account setup costs and the initial meter read costs will be charged to the non-residential Customer at the time of construction. The Setup Fee, as specified in the Schedule of Supplementary Service Charges, will apply thereafter to new non-residential Customers connecting to the existing service location.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

After the Customer has complied with the Company's application and deposit requirements and has been accepted for service by the Company, has obtained all required permits and/or inspections indicating that the Customer's Facilities comply with local construction, safety standards or regulations, and has enrolled with a Retailer, the Company shall schedule that Customer Site for Service Connection.

5.1 Customer Provided Facilities and Requirements

5.1.1 *Protection of the Company's Equipment*

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

5.1.2 *Power Factor*

A Customer shall design, install and operate the Customer's facilities in such a manner as to maintain a Power Factor of not less than 90%. The Company may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances or a charge for deficient power factor may apply as per applicable rate schedule.

5.1.3 *Compliance with Requirements and Use of Service Connection*

The Customer will 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 the Company. The Customer shall not use its Service Connection in a manner so as to cause interference with any other Customer's use of a Service Connection such as abnormal voltage

levels, frequency levels, flicker levels, or harmonic and interharmonic levels. At the Company's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense. Alternatively, the Company may elect to correct the interference or disturbance at the Customer's expense.

5.1.4 *Extensions*

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

5.1.5 *Interference with Company's Facilities*

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

5.1.6 *Operation of Generator Facilities*

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

ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

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

company are registered interests in property and the Company's rights will be described herein.

6.2 Right of Entry

The Company's employees, agents and other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, replacing, testing, monitoring, reading, disconnecting or removing the Company's Facilities and for any other purpose incidental to the provision of a Service Connection. The Customer shall not prevent, hinder, or charge a fee for allowing the Company's entry, including the use of roads on the Customer's property, or any adjacent or nearby property or Crown land over which the Customer has the right to grant access for the purposes listed in this section. The Company will endeavor to provide reasonable notice to the Customer when the Company requires entry to the Customer's property for planned maintenance or repair to the Company's Facilities. The Company may charge a "No Access Fee" as set forth in the Schedule of Supplementary Service Charges any time the Company's entry is attempted but terminated by the Company's employees, agents or other representatives for reasons of safety or where entry is otherwise prevented, hindered or refused.

6.3 Vegetation Management

The Customer shall permit the Company to manage vegetation on the property owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with the Company's Facilities. The Company shall make reasonable efforts to notify the Customer before such work is performed.

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 the Customer's facilities as well as Company service lines serving the Customer's property. Customers are required to follow *Alberta Electric Utility Code* limits of approach and are encouraged to contact the Company for information on working safely. At the request of the Customer and, if necessary, the Company will make reasonable efforts to

de-energize the Customer's Service Connection to allow the Customer to manage vegetation as required by this section. The Company may, at the Customer's expense, perform the work that the Company determines is reasonably required to maintain the integrity of the Company's electric distribution system. The Company shall make reasonable efforts to notify the Customer before such work is performed.

Customers are responsible for following Company setback requirements when planting new vegetation such as trees and shrubs. Customers shall be responsible for future vegetation management costs where Company setback requirements have not been met.

ARTICLE 7 – DISTRIBUTION AND TRANSMISSION EXTENSION

7.1 General Requirements

- (a) The Company's Available Company Investment Policy set out in the Schedule of Available Company Investment will apply to each Service Connection.
- (b) Upon an applicant's request for a Service Connection, the Company shall prepare a Proposal Letter outlining the estimated cost of the Service Connection and Customer Contribution to be paid by the applicant. Payment of the Customer Contribution may be required in advance of the Company energizing the Customer's Service Connection.
- (c) All notices and agreements requiring payment by the Customer or investment by the Company shall be in writing and signed by each party. The Company may also accept notices and agreements by email to the address designated by the Company.
- (d) The provisions of this section apply to those Customers who, in the Company's judgment, will have a permanent Service Connection with the Company. Customers for temporary service shall be governed by Section 4.7 concerning temporary service applications.
- (e) The payment, if any, required by Section (b) hereof is based on the Company's assumptions 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 the Company's reasonable control as a result of which the Company would incur costs in excess of those estimated on the basis of such assumptions, then the Customer shall pay to the Company the amount by which the cost of such changed method of construction and/or routing of Facilities is estimated by the Company to exceed such costs as originally estimated. The Company will outline the costs in a manner as specified in Section (b) hereof and the Customer shall make payment to the Company as set out in the Customer's proposal, provided that in such case the Customer shall have the right to cancel its Electric Service Agreement by paying to the Company all costs then incurred by the Company in respect of the Service Connection requested.

7.2 Determination of Customer Distribution Costs and Contributions

7.2.1 Customer Distribution Extension Costs

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

(a) Local Extension Costs

The local Facilities required to extend service for the sole purpose of an individual Customer, plus

(b) Shared Extension Costs

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:

$$\frac{(\text{Customer's estimated Operating Load}) \times (\text{Capital costs of shared new facility})}{(\text{Total load served by the new facility})}$$

(c) Upgrading Costs

If the Customer extension requires an upgrade to the Company's Facilities, the upgrade costs incurred by the Company may form part of the Customer's extension cost.

(d) Advancement Costs

If a Customer or a well-defined group of Customers request the Company 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 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 Distribution Contribution

- (a) If the total Distribution Capital Cost is less than the Available Company Investment specified in the Schedule of Available Company Investment for the type of service provided, the Customer will not be required to make any contribution. In all other cases, an agreement for payment of the Distribution Contribution must be made between the Customer and the Company before any work on the extension is commenced. The Company reserves the right to assess a Late Payment Charge for payments not received by the due date.
- (b) Under no circumstances would the Available Company Investment exceed the Customer Extension Costs.

7.3 Determination of Customer Transmission Costs and Contributions

7.3.1 Customer Transmission Extension Cost

The Transmission Capital Costs incurred by the Company in extending service to a Customer may consist of the following:

- (a) Where a single Customer is served from one Point of Delivery (POD), the Customer's Transmission Capital Cost will be equal to the total contribution made by the Company to the ISO.
- (b) Where a transmission contribution is imposed on the Company by the ISO, for a new facility that will serve a number of new Customers, the

Transmission Capital Cost for any one of those Customers may equal a share of the total contribution incurred by the Company for shared transmission extension as follows:

$$\frac{(\text{Customer's estimated Operating Load}) \times (\text{Company Contribution to the ISO})}{(\text{Total load served by the new facility})}$$

- (c) Where a transmission contribution is imposed on the Company by the ISO for an expansion or extension to existing Facilities, which will serve an identifiable Customer(s), the costs of such expansion or extension may be allocated to such Customer(s).
- (d) Where a transmission contribution is imposed on the Company by the ISO for an expansion or an extension to existing facilities intended to serve multiple Customers, the Company will capitalize the contribution to rate base.

7.3.2 *Transmission Contribution*

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

7.4 **Electric Service Agreement**

7.4.1 *Electric Service Agreement Terms*

- (a) The level in kW used to establish the Available Company Investment shall become the Customer's Distribution Contract Demand and will apply, subject to any changes, for the period of time the Customer takes service under these Terms and Conditions.
- (b) The Initial Term of the Customer's Electric Service Agreement shall be effective on the date service is first made available to the Customer's Point of Service.

- (c) 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 15 herein.
- (d) In the absence of a signed Electric Service Agreement, the Customer's Initial Term shall be five (5) years from the date service is first made available.

7.4.2 *Transfer of Electric Service*

All services that are transferred, assigned, assumed or used by a person who purchases land upon which existing Customer Facilities are located, or who takes over the operation or use of Customer's Facilities at an existing Point of Service, including, without limitation any affiliate or successor to the previous Customer and, if applicable, the owner of the property on which the Point of Service is located, shall be subject to the terms of the Electric Service Agreement(s) of the previous Customer(s), along with the billing and demand history. Any change(s) 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 accepted by both parties. It is the sole responsibility of the party who is taking over the use or operation of an existing Point of Service to undertake thorough due diligence with respect to the existence of and all terms of any existing Electric Service Agreement(s) associated with the Point of Service.

7.5 **Changes in Point of Delivery (POD) Demand**

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

- (a) the Company 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 the Company would not otherwise recover, or

- (c) the Customer terminating service, as defined in Section 15.2 herein.

7.6 Distribution Contribution Refund

When a Customer provides a Distribution Contribution under Section 7.2 to obtain service, the Company will refund a portion of the contribution, within the Initial Term of the Electric Service Agreement, in the form and manner set out in the Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions).

(a) Change in Distribution Contract Demand:

If the Customer increases the contracted load at the Service Connection to which the Distribution Contribution relates, the Company will refund a portion of the Customer's contribution.

(b) Cost Sharing:

(i) If a new Customer shares a portion or all of the costs of an existing extension the Company will refund a portion of the Customer's contribution based on the amount of extension shared and the ratio of the Customer's Operating Load to the total Operating Load. If the original Customer was not required to pay a contribution, the Customer has the right to cost sharing through a lower DCD.

(ii) Except as detailed below, cost sharing will occur only when the new customer is one of the first three Customers to connect to the original Customer's extension. The maximum limit of three Customers can be exceeded when:

(1) the contribution paid by the original Customer(s) is greater than or equal to \$200,000; and,

(2) the original Customer(s) is in the initial term of their contract.

Under no circumstances shall the Company refund exceed the Customer's Distribution Contribution.

The refund is payable only if the events in Section 7.6 occur within the Initial Term.

7.7 Delay in Taking Service

7.7.1 *Subdivision or Multiple Dwelling Residence*

In circumstances whereby the Company will install Facilities to serve a subdivision or a multiple dwelling residence, and it is determined that service will not be taken within 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, the Company will refund the payment for each Point of Service based on the Available Company Investment specified in the Schedule of Available Company Investment. Otherwise, the Company shall be entitled to retain such payment as compensation for its costs incurred in respect of the Service Connection.

7.7.2 *Non-Subdivision or Non-Multiple Dwelling Residence*

Except in the case of a Customer who requests service under Sub-section 7.7.1, if the Service Connection is not energized within 30 days of the In-Service date or the Service Connection ceases to be energized, the Company may begin billing the Customer (or the Customer's Retailer) the minimum amount specified in the appropriate price schedule or as specified in the Electric Service Agreement between the Company and the Customer, whichever is greater.

7.8 Underground Subdivision Extensions

Underground subdivision Service Connections shall be undertaken subject to the Terms and Conditions set out in Schedule B.

7.9 Conversion from Overhead to Underground Service

A Customer may request that existing Company 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 the Company with verifiable authorization from the Customer, will be charged for all costs incurred by the Company in connection with the conversion, including, without limitation, the following:

- (a) the present value of capital recovery stream(s) 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 applicable company investment as specified in the Schedule of Available Company Investment.

ARTICLE 8 – SERVICE CONNECTION

8.1 Company Responsibility and Liability

8.1.1 *Continuous Supply*

The Company shall make all reasonable efforts to maintain continuity of service to its Customers, but the Company cannot guarantee an uninterrupted electricity supply.

8.1.2 *Interruption*

Without liability of any kind to the Company, the Company shall have the right to disconnect or otherwise curtail, interrupt or reduce service to Customers:

- (a) whenever the Company reasonably determines, or when the Company is directed by the ISO, to facilitate construction, installation, maintenance, repairs, replacement or inspection of any of the Company's Facilities, or to permit the connection or disconnection of other Customers;
- (b) to maintain the safety and reliability of the Company's distribution system;
or,
- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Company's distribution system or Force Majeure.

8.1.3 Reasonable Efforts

The Company shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the Customer with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume the Customer's Service Connection as promptly as reasonably practicable.

8.1.4 Company Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Customer or a Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with the provision of service by the Company to its Customers including, but not limited to, any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Customers or the Company's failure to meet an In-Service Date provided that the Company has made reasonable efforts to meet the said In-Service Date. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or 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.

8.1.5 Force Majeure

Should the Company be unable, because of an event of Force Majeure, to provide a continuous supply of energy to a Customer, the Company's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Company shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure.

Where practical, the Company shall give notice to the affected Customers of such Force Majeure.

8.1.6 Release

Subject to Section 8.1.4, none of the Company, its directors, officers, agents, employees and representatives, (“Company Parties”), will be liable to the Customer, its directors, officers, agents, employees and representatives (“Customer Parties”) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, however and whenever caused, and each Customer Party hereby forever releases each of the Company Parties from any liability or obligation in respect thereof.

8.1.7 The Company Not Liable to Customer

For greater certainty and without limitation to the foregoing in Sections 8.1.4 and 8.1.6, the Company Parties (as defined above) shall not be liable to a Customer for any damages of any kind (except to the extent the Company is liable for such damages in accordance with Section 8.1.4):

- (a) caused by or arising from any of the Company Party’s conduct in compliance with or in breach of, or as permitted by, these Terms and Conditions, the Retailer Terms and Conditions for Electric Distribution Service, Electric Service Agreement or other agreement with the Customer, or any contractual, 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 Retailer Terms and Conditions for Electric Distribution Service, any agreement with the Company relating to Electric Distribution 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 Electric Distribution Service 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 Electric Distribution Service or performing any of the Retailer's functions in providing Retail Electricity Services to Customers.

8.2 Customer Responsibility and Liability

8.2.1 Customer Responsibility for Facilities

The Customer shall be responsible for the installation and condition of all Facilities on the Customer's side of the point of service, except Facilities owned by the Company. The Customer shall be responsible for any destruction of or damage to the Company's Facilities located on the Customer's premises where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Customer or anyone permitted by the Customer to be on the premises.

8.2.2 Customer Liability

- (a) The Customer assumes full responsibility for the proper use of the Service Connection provided by the Company 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.
- (b) The Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees and agents or breach of the Terms and Conditions by the Company, its employees and agents.

8.2.3 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. The Customer shall provide and install any such devices.

8.2.4 Service Calls

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

8.3 Interference with the Company's Property

No one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by the Company. 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 the Company.

8.4 Unauthorized Use

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

8.5 Multiple Dwellings

- (a) Each individual unit within a Multiple Dwelling (including apartment and condominium buildings) will be served as a separate Point of Service, and metered and billed on an individual basis under the standard residential price schedule, unless the Company agrees otherwise. Common use areas such as hallways,

lobbies, and laundry rooms will be billed under the applicable general service price schedule.

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

8.6 Mobile Homes

- (a) Service shall normally be provided to mobile homes through separate Points of Service, based on the applicable residential price schedule.
- (b) 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.
- (c) In mobile home parks or trailer courts where the Company reasonably believes homes are temporary, the Company may elect to provide service only through the Point of Service billed to the mobile home park or trailer court.

8.7 Frequency and Voltage Levels

The Company 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 Schedule A. Some voltage levels set out in Schedule A may not be available at all locations served by the Company.

8.8 Effluent

The Customer agrees that if any part of the Customer's process or operations produces or emits effluent that may cause contamination to or otherwise affect the operation of the Company Facilities used to provide Electric Distribution Service (including without limitation, the Company's Facilities installed or interconnected to serve the Customer facilities) (the "Contamination"), the Customer shall immediately disclose this information to the Company personnel as soon as the potential for or actual Contamination, as the case may be, is known. Notwithstanding any other provision of the Terms and Conditions, the Customer shall indemnify the Company from any damage, injury, loss, costs and

claims (“Costs”) suffered or incurred by the Company, its agents or employees which are in any way incurred as a result of or connected with any effluent produced or emitted by the Customer’s process or operations. Such Costs shall include, without limitation, all reasonable expenses incurred in cleaning up Contamination, upgrading the Company’s Electric Distribution System to prevent any future occurrence of any similar contamination and/or to mitigate excessive costs of ongoing maintenance or, where an Electric Distribution System upgrade is not feasible, the costs of continued maintenance of the Company Facilities resulting from Contamination.

ARTICLE 9 – GENERATING CUSTOMERS

9.1 Provision of Service

The Company will attempt to provide interconnection services to Generating Customers requesting such services as set out in these Terms and Conditions. Unless otherwise specified, this article will apply to both Distributed Generators and Micro-Generators. In the event of a conflict between Article 9 of these Terms and Conditions and the *Micro-Generation Regulation*, A.R. 27/2008, made pursuant to the Act, as amended or replaced from time to time, the *Micro-Generation Regulation*, A.R. 27/2008, shall prevail.

9.2 Continuous Service

The Company shall make all reasonable efforts to maintain continuity of service to Generating Customers, but the Company cannot guarantee uninterrupted service.

9.3 Planned Outages

- (a) Without liability of any kind to the Company, the Company reserves the right to interrupt, discontinue or otherwise place limits on the output of the Generating Customer whenever the Company reasonably determines, or when the Company is directed to do so by the ISO, to facilitate construction, installation, maintenance, repairs, improvements, replacement, or inspection of any of the Company’s Facilities; or to permit the connection or disconnection of other Customers; or to maintain the safety and reliability of the distribution system or other emergency situation.

- (b) The Company shall endeavor to give prior notice to Generating Customers who will have service interrupted or reduced and will endeavor to ensure that such interruptions are short and infrequent as circumstances permit. The contact lists and communication channels will be specified in the operating agreement between the Company and the Generating Customer.

9.4 Company Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Generating Customer or a Generating Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with the provision of service by the Company to its Generating Customers including, but not limited to, any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Generating Customers or the Company's failure to meet an In-Service Date provided that the Company has made reasonable efforts to meet the said In-Service Date. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or 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.

9.5 Force Majeure

Should the Company be unable, because of an event of Force Majeure, to provide continuous service to a Generating Customer, the Company's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Company shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, the Company shall give notice to the affected Generating Customers of such Force Majeure.

9.6 Generating Customer Responsibilities

- (a) The Generating Customer will be responsible for the installation and condition of all facilities on the Generating Customer's side of the Point of Service, except metering or other equipment owned by the Company.
- (b) The Generating Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees or agents.
- (c) The Generating Customer shall be responsible for any damage to Company Facilities located on the Generating Customer premises where the damage is caused by the negligent acts or omissions or willful misconduct of the Generating Customer or anyone permitted by the Generating Customer to be on the premises.

9.6.1 Protective Devices

- (a) The Generating Customer shall be responsible for determining whether it needs any devices to protect its equipment from damage that may result from the interconnection to Company Facilities. The Generating Customer shall provide and install any such devices.
- (b) The Generating Customer will provide the Company with the required documentation and settings for such devices. Where the Company has determined that there are adverse impacts on other consumers or operating processes, the Company can order modifications to these protective systems.
- (c) The Generating Customer must obtain written approval from the Company for any modifications to these schemes.
- (d) The Generating Customer must use teleprotection signals or other such reliable means to separate the generators from the electric system during islanding conditions.

- (e) The Generating Customer shall be responsible for any damages that are caused as a result of failure to safely separate during an islanding situation. Unapproved islanding conditions will be defined by the Company in the operating agreement.
- (f) Telemetry is required for all generating units in excess of 5 MW in capacity, or where the Company has determined that telemetry is required in order to maintain reliable operation of the distribution system.

9.6.2 Service Calls

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

9.6.3 Company Disconnection for Safety Reasons

The Company may, without notice, disconnect a Generating Customer service where, in the Company's opinion:

- (a) the Generating Customer has violated the terms of the operating agreement with the Company; or
- (b) the Generating Customer has permitted the wiring of its facilities to become hazardous; or
- (c) the wiring of the Generating Customer facilities fails to comply with applicable law; or
- (d) the use of the service may cause damage to the Company's Facilities or interfere with or disturb service to any other Customer.

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

9.6.4 Metering and Settlement

Unless otherwise stated in the *Micro-Generation Regulation*, A.R. 27/2008, as amended from time to time, the following conditions apply to all Generating Customers.

- (a) The Company will be responsible for installing appropriate metering facilities to measure energy produced by the generator, and consumption of power flowing from the distribution system to the Generating Customer's facilities. The metering facilities shall be in compliance with the standards set by the Company and in accordance with AUC Rule 021, as amended from time to time.
- (b) The Company will be responsible for interrogating the meter and complying with all current AUC Rule 021 requirements of a Meter Data Manager with respect to the metered power production and consumption information. The Generating Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs as set out in the Schedule of Supplementary Service Charges.

9.6.5 Meter Test

- (a) When applicable, the Company reserves the right to test the meter at any reasonable time in accordance with Section 10.4 of these Terms and Conditions.
- (b) If metering facilities have been removed for reasons such as, but not limited to, testing or inspection, the Company may estimate the demand and amount of energy supplied, but not registered, at the Point of Service.
- (c) The Company may, at any reasonable time, read, inspect, remove and test a meter on the Generating Customer's property. The Company shall have the right to enter a Generating Customer's property for the purpose of reading, inspecting, testing or removing the meter, and the Generating Customer shall not prevent or hinder the Company's entry.

9.6.6 Energy or Demand Diversion

- (a) If under any circumstance a Generating Customer prevents a meter from accurately recording the total demand or energy supplied from the Company's distribution system, or the consumption information has been found corrupted, the Company may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.
- (b) The Company may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Generating Customer, or its Retailer (when applicable), shall pay the cost of the estimated demand and energy consumption relating to the diversion back to the time that the diversion can be reasonably determined, plus all costs related to the investigation and resolution of the diversion.

9.6.7 Permits and Agreements

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the Generating Customer shall obtain and provide to the Company copies of all required permits, licenses and authorizations prior to commencement of service or any change in service requirements at any point of interconnection, which includes:

- (a) AUC approval and order to connect; and
- (b) acceptance from the local inspection and code enforcement authorities; and
- (c) an agreement with the Company 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 electric energy.

9.6.8 Approvals

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the following conditions will apply.

- (a) The Generating Customer must obtain written approval from the Company before any modification is made to the Generating Customer's system.
- (b) The Generating Customer will be responsible for becoming a Power Pool participant and complying with any Power Pool requirements for any energy delivered to the Power Pool.
- (c) The Generating Customer will be responsible for securing all required technical, commercial, or operational arrangements with the ISO.
- (d) The Generating Customer will be responsible for providing technical information to the Company as required. The Company will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Generating Customer.
- (e) The Generating 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 the Company, and as specified in the operating agreement between the Generating Customer and the Company. The Company shall have the right to inspect the Generating Customer's facilities for compliance.
- (f) The Company will be responsible for providing technical information to the Generating Customer as required. The Generating Customer will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Company. Information related to distribution system use or modeling of such use, may be restricted in order to respect Customer confidentiality.

9.7 Incremental Interconnection Costs

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the following conditions will apply.

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- (a) The Generating Customer will be required to pay all incremental interconnection costs as determined by the Company, to allow the Generating Customer to make use of the distribution system, including:
- (1) any costs of connection to the Distribution system, including any cost sharing to load Customers;
 - (2) any costs to upgrade existing distribution Facilities;
 - (3) an application fee associated with performing engineering estimates, planning, operating or protection studies or any additional or routine modeling and testing required by the ISO, as set forth in the Schedule of Supplementary Service Charges;
 - (4) 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.
- (b) An agreement for payment of the incremental costs must be made between the Generating Customer and the Company before any work on the interconnection is commenced;
- (c) The Generating Customer shall be required to pay all replacement costs for all incremental interconnection Facilities including the replacement of assets at the end of their useful life or replacement due to failure, including but not limited to, elements such as transformers, poles, regulators, capacitors, line conductor, and teleprotection systems.
- (d) The Company may provide the Generating Customer with an option to pay for the replacement costs over time as defined in Section 9.9.
- (e) If the Facilities identified in (a) and (b) above are required to provide standby service (Price Schedule D32) to on-site load, the incremental interconnection costs that are payable by the Generating Customer may be offset by the

Available Company Investment as per the Schedule of Available Company Investment for standby service under Price Schedule D32.

- (f) If a new Customer or Generating Customer shares a portion or all of an existing extension, to which the interconnection costs relates, the Company will refund a portion of the Generating Customer's contribution based on the amount of extension shared and the ratio of the Generating Customer's Operating Load to the total Operating Load.

9.8 Ownership of Facilities

- (a) The Company remains the owner of all interconnection Facilities it provides to serve the Generating Customer, unless an agreement between the Company and the Generating Customer specifically provides otherwise.
- (b) Payment made by Generating Customers for costs incurred by the Company in installing Facilities does not entitle Generating Customers to ownership of any such Facilities, unless an agreement between the Company and the Generating Customer specifically provides otherwise.

9.9 Payment Options and Credit Requirements

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the Company may provide the Generating Customer with an option to pay for the incremental interconnection costs determined under Section 9.7 over time, providing they satisfy the credit requirements listed herein. The payment period will not exceed five years.

- (a) Subject to review and reassessment of the creditworthiness of a Generating Customer by the Company from time to time, the Company has established the following minimum financial criteria for Generating Customers requesting to pay for the incremental costs over time. The Generating Customer will be deemed to have met the credit requirements if:
 - (1) the Generating Customer, affiliate or person which guarantees the financial obligation of the Generating Customer in a manner acceptable to the Company has at least an "A" rating from the Canadian Bond Rating Service

- or an equivalent rating from a major reputable bond rating service satisfactory to the Company, or
- (2) the Generating Customer provides, in a manner acceptable to the Company, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, trust company, credit union or other lending institution acceptable to the Company.
- (b) The Company will secure the following minimum information and supporting documentation prior to entering into a contract with a Generating Customer to conduct a credit risk assessment.
- (1) 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.
 - (2) Audited financial statements for the latest two years (two most recent Annual Report to Shareholders, if applicable).
 - (3) Description of the corporate structure, including the name of the Chief Executive Officer and Chief Financial Officer.
 - (4) Legal name, address, phone, and fax numbers of the Generating Customer,
 - (5) Certificate specifying the names, titles, and specimen signatures of the persons authorized to approve and confirm contracts.
- (c) All costs associated with obtaining financial security and meeting prudential requirements are the responsibility of the Generating Customer.

9.10 Incremental Operations and Maintenance Charges (O&M)

- (a) The Distributed Generator Customer will be required to pay ongoing incremental operation and maintenance charges based on the incremental interconnection costs as per the criteria specified in Section 9.7. The daily incremental O & M rate

is calculated as the ratio of annual O & M costs to Gross Rate Base allocated to D31 Customers divided by 365. The daily incremental O & M charge will be determined as follows:

Daily Incremental O&M Rate (D32) X Incremental Interconnection Costs

- (b) The daily incremental O & M charge will apply as long as the Distributed Generator Customer takes service and will include the costs of normal preventative and fault maintenance, including replacement of insulators, conductors, fuses, single poles, ongoing brushing and switching to perform normal preventative maintenance and fault isolation.
- (c) Any expenses incurred by the Company to perform switching or isolation at the request of the Distributed Generator Customer will be recovered directly from the Generating Customer.

9.11 Incremental Administration and General Charges (A&G)

The Distributed Generator Customer will be required to pay ongoing incremental administration and general charges based on the incremental interconnection costs as per the criteria specified in Section 9.7. The daily incremental A & G rate will be calculated as the ratio of annual A & G costs to the Gross Rate Base allocated to D31 Customers divided by 365. The daily incremental A & G charge will be determined as follows:

Daily Incremental A&G Rate (D32) X Incremental Interconnection Costs

The daily incremental A & G charges will apply for as long as the Distributed Generator Customer takes service.

ARTICLE 10 – METERS

10.1 Installation of Meters

10.1.1 Provision and Ownership

The Company 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. Interval meters and associated communication equipment shall be installed for a

Customer who has a Connected Load exceeding 500 kW or as required by the *Micro-Generation Regulation*, A.R. 27/2008, as amended from time to time. A Customer requesting an interval meter outside of these conditions will be assessed the charges indicated in the Schedule of Supplementary Service Charges. Each meter shall remain the sole property of the Company.

10.1.2 Responsibility of Customer

Each Customer shall provide and install a CSA-approved meter receptacle or other CSA-approved facilities suitable for the installation of the Company's meter or metering equipment.

10.2 Location

Meter locations shall be approved by the Company 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 Electric Code and any other applicable legislation.

10.3 Access to Meters

- (a) The Company may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Customer.
- (b) Upon written request to the Company, the Customer may access pulse data directly from its interval meter. The Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions) sets out the method in which costs are to be recovered.

10.4 Meter Test and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time. At the request of the Customer's Retailer, the Company 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.

- (b) If a test determines that the meter is not accurate within the limits set by government standards, the Customer's meter data will be adjusted back to the time that the error can reasonably be determined to have commenced.

Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later, in accordance with the Electricity and Gas Inspection Act, E-4. The Company shall not be liable to the Customer or Retailer for any additional costs that are associated with such metering or meter reading errors.

- (c) The Company reserves the right to assess a charge to the Retailer for a meter test, in circumstances where the Company has not been responsible for any metering error, as set forth in the Schedule of Supplementary Service Charges. This charge will not apply in circumstances where the tested meter is not accurate within parameters set by Measurement Canada.

10.5 Energy or Demand Diversion

- (a) If under any circumstances, a person other than a Company employee, agent or contractor, prevents a meter from accurately recording the total Demand or Energy supplied, the Company may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.
- (b) The Company may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Retailer shall pay the cost of the estimated Demand and Energy consumption relating to the diversion back to the time that the diversion can be reasonably determined to have commenced, plus all costs related to the investigation and resolution of the diversion.

10.6 Changes to Metering Equipment

The Company 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:

- (a) A Customer may decline the installation of a Standard Meter or a Customer may request that a Standard Meter be replaced with a Non-Standard Meter on written request to the Company provided that:
- 1) a Customer receives services at a Site that is not part of a Multiple Dwelling; and
 - 2) the service rating is 200 amperes or less; and
 - 3) the service is designated as a residential service; and
 - 4) the service is not a Generation Customer; and
 - 5) the Company has regular and ongoing access to the meter; and
 - 6) the Customer is the owner of the premises where the service is received; and
 - 7) a Non-Standard Meter continues to be offered by suppliers for procurement.

Any Customer that is subject to the exceptions listed above shall be required to pay for meter reads as set out in the Schedule of Supplementary Service Charges.

Any Customer that has requested installation of a Non-Standard Meter shall be required to pay the "Non-Standard Meter Installation Fee" as set out in the Schedule of Supplementary Service Charges.

Where a Customer at a site that is metered by a Non-Standard Meter pursuant to this section discontinues service, the Company 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 the Company install a Standard Meter at that Site.

Should a Retailer request or consent to a Customer request for new metering equipment beyond the basic service, the Company shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Retailer and meet the Company's requirements. The Retailer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs as set forth

in the Schedule of Supplementary Service Charges. 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 the Company and will be maintained by the Company. The Company shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. The Company shall bill the Retailer upon installation, and the Retailer shall pay the Company in full on or before the 11th Business Day following the Business Day in which the Retailer was invoiced. If payment is not received within 11 business days, the Company shall charge a Late Payment Charge as set forth in the Schedule of Supplementary Service Charges and Section 11.4 hereof.

Should a Retailer request to return the metering equipment to its previous basic form, the Retailer shall bear the cost of removal and installation of the metering equipment.

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

10.7 Totalized Metering

- (a) Normally, the Company will issue a separate bill for each Point of Service. When service is provided through multiple Points of Service to a Customer's plant site consisting of centralized processing facilities or product transportation facilities located on contiguous lands leased or owned by the Customer, where such multiple Points of Services are located within a radius of half a mile of each other and all meters are interval meters, the Customer and Company may agree that the demand and the energy at each Point of Service be totalized and only one bill issued for each billing period.
- (b) Oilfield pumping service does not meet the above criteria and is therefore not eligible for totalized metering.
- (c) The Customer, or the Customer's Retailer, shall pay the incremental metering cost associated with totalized metering.

ARTICLE 11 – RENDERING AND PAYMENT OF BILLS

11.1 Reading and Estimates

- (a) Billing will be based on meter readings made by the Company from time to time or on estimates for those billing periods when the meter is not read. The Company reserves the right to assess a charge to the Retailer for additional reads above the Company's standard practices as defined in the Schedule of Supplementary Service Charges.
- (b) For small general service and small technology Customers whose load requirements are small, consistent, and can be accurately predicted, the billing demand and energy may be determined, at the sole discretion of the Company, by methods such as but not limited to, from the nameplate rating of the Customer's equipment rather than being metered.

11.2 Calculation of Bills

- (a) The Company bills the Customer or the Customer's Retailer based on the charges set out in its Price Schedules.
- (b) The amount of any initial and final charges, other than Energy based charges, will be determined using the number of days that service was provided to a Customer in the billing period.
- (c) The Company may elect to change a Customers meter reading schedule. Where a meter reading schedule is changed, any charges other than Energy-based charges, during the transition period between the old and new meter reading schedule, will be determined using the number of days that service was provided to a Customer during the transition period.
- (d) The charges for service provided to the Customer under the Company's Price Schedule shall commence the earlier of the first billing date after the date upon which the Customer commences taking service, or thirty (30) days after the date that service is made available to the Customer.

- (e) The Company may elect not to charge a Customer for the billing period if, during that period, demand was five kilowatts or less, service was provided for five days or less and Energy consumption was five kilowatt-hours or less.
- (f) For all new accounts, the Company may add the charges for service provided during the initial period to the bill for the following billing period.

11.3 Payment

The Customer shall pay all amounts required to be paid under these Terms and Conditions upon receipt of a bill for such amounts. Bills shall be deemed rendered and other notices duly given when delivered to the Customer at the address for service or at the Customer's provided mailing address. Failure to receive such bill from the Company will not entitle the Customer to any delay in the settlement of each account, or to any extension of the date after which a late payment charge becomes applicable. Any bill rendered to a Customer for which valid payment has not been received by the date indicated on the bill shall be considered past due. The Company reserves the right to assess a Late Payment Charge as set forth in the Schedule of Supplementary Service Charges.

11.4 Late Payment Charge

A Customer shall pay the Company on or before the 13th Business Day following the "Printed On" date on the bill. The Company applies a short grace period before it applies the Late Payment Charge if it can be demonstrated that the bill was paid on time at the Customer's financial institution. If payment is not received, the Company will apply the Late Payment Charge, as set forth in the Schedule of Supplementary Service Charges, to the amount due. If the Customer fails to pay the balance on its next billing cycle, the Late Payment Charge will apply to the balance carried forward (including any outstanding Late Payment Charges). If an outstanding balance remains on a go-forward basis, the Company will initiate collection action including, but not limited to, disconnecting service to the Customer.

11.5 Returned Payment Fee

The Company reserves the right to assess a service charge as defined in the Schedule of Supplementary Service Charges to the Customer, or the Customer's Retailer, in respect of any returned payment by the Customer's bank for any reason.

11.6 Adjustment of Bills

11.6.1 Billing Error

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and submit the dispute for resolution in accordance with these Terms and Conditions.

For those Customers to which the RRO Regulation is applicable, where the Company 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 error, the Company shall render an adjusted bill, upon resolution of the disputed amount, in accordance with the RRO regulation, without interest.

For those Customers to which the RRO Regulation is not applicable, where the Company 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 error, the Company shall render an adjusted bill for the disputed amount, without interest, in accordance with the following:

- (a) If a Retailer is found to have been overcharged, the Company will calculate the amount of the overcharge and will refund the amount to the Retailer forthwith;
- (b) If a Retailer is found to have been undercharged, the Company will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of two (2) years immediately preceding the month in which the billing error was discovered.

In circumstances where a billing dispute has been initiated by the Retailer and the Company has been found not to be in error, the Company may assess a Billing and Meter Dispute fee to the Retailer as established in the Schedule of Supplementary Service Charges.

Whenever the Company renders an adjusted bill to the Retailer in the event of a billing error, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

11.6.2 Unauthorized Use

Where the Company determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of Energy whereby the Company is denied full compensation for Electric Distribution Service provided, the Company will bill the Retailer for the Company's estimated wires charges for such unauthorized use, including repairs of damage or reconstruction of Company Facilities. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

If it is determined that the Customer is not enrolled with a Retailer at the time of the unauthorized use, the Customer will pay any applicable charges incurred by the Company related to the unauthorized use.

11.7 Peak Metered Demand Waiver

11.7.1 Load Management

The Company will forgive the Customer's distribution peak demand ratchet if that Customer has invested in demand management equipment and complies with the following requirements:

- (a) The Customer has demonstrated, to ATCO Electric's satisfaction, that the investment in new equipment was installed solely for the purpose of reducing peak demand. If the Company is unable to determine if the reduction in demand was installed solely for the purpose of reducing

demand, the Company or the Customer may contract with an independent third party to assist in the determination. The third party costs shall be the responsibility of the Customer requesting demand ratchet relief.

- (b) The Customer provides the information necessary for the Company to determine that the equipment was installed solely for the purpose of demand management.
- (c) The Customer is served from shared distribution Facilities.
- (d) The reduction in demand will result in extended life or capacity of the distribution system and must result in a reduction of forecast Company investment in those Facilities.

The Transmission portion of the demand ratchet will be waived if the Company does not continue to incur ISO costs associated with that Customer's reduction in demand as a result of diversity at the POD, or if the ISO waives the respective transmission demand charge.

11.7.2 Forgiveness of New Distribution Peak Demands

The Company will forgive new peak demands when:

- (a) The Customer's new peak demand is a result of a Company power outage which consequently requires a Customer to operate at a load above that considered normal for the Customer's operation in order for that Customer to meet previously determined production requirements.

It is the Customer's responsibility to demonstrate, to the Company's satisfaction, that the increase in demand was a direct result of a need to meet previously determined production requirements except in the case of a simultaneous startup of customer equipment necessitated by a Company power outage.

If the Customer's request for ratchet waiver meets the above criteria, the normal demand will replace the new peak demand for billing purposes; or

- (b) The Customer's new peak demand is the result of a reduction in Customer owned generation, or the implementation of emergency procedures at a facility without Customer owned generation, in response to a catastrophic event such as a fire, explosion, or similar disaster at the Customer's facility.

If the Customer's request for demand waiver meets the above criteria, the new peak demand will be used for billing purposes for the billing period during which the new peak demand was established, but it will be waived for ratchet purposes for future bills.

11.7.3 Transmission Demand

If the Company estimates that it has incurred a POD ratchet, as a direct result of providing service to the Customer, the Company will waive the new peak demand if the ISO waives the new peak demand to the Company.

ARTICLE 12 – CHANGE IN SERVICE CONNECTION

12.1 Prior Notice by Customer

- (a) A Customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its Facilities. A Retailer, or any other person acting as agent for a Customer, who provides the Company with verifiable authorization from the Customer may give such notice to the Company on the Customer's behalf. If the Company receives such notice from a Retailer or other person, the Company may at its option require such notice directly from the Customer.
- (b) The Customer shall not change its requirement for a Service Connection without the Company's written permission. The Customer shall be responsible for all damage caused to the Company's distribution system as the result of the Customer changing its requirements for a Service Connection without the Company's permission.

- (c) In circumstances where a Customer has multiple Service Connections that are individually metered and covered under separate Electric Service Agreements at the same location, if the Customer adds or removes a Service Connection at that location, the Company reserves the right to modify the Electric Service Agreements applicable to the remaining Service Connections, as a result of the Customer's change in service requirements.

12.2 Changes to Company Facilities

If the Company must modify its Facilities to accommodate a change in a Customer's requirements for a Service Connection, subject to Section 7.2 of these Terms and Conditions, the Company will modify the Customer's Electric Service Agreement to reflect the additional investment made by the Company.

12.3 Relocation of Company Facilities

The Company may require a Customer to pay all reasonable costs incurred by the Company in relocating any Company facility at the Customer's request, or if necessary to remedy any violation caused by the Customer of the Terms and Conditions, a provision of any other agreement with the Company, or any law, regulation or order of a lawful authority. If requested by the Company, the Customer shall pay the estimated cost of the relocation in advance.

ARTICLE 13 – CHANGE IN CONTRACT DEMAND

13.1 Distribution Contract Demand (DCD)

Upon the request of a Customer, the Company will change the level of the Customer's Distribution Contract Demand and calculate the amount of any refund or Buy-down cost, subject to the following.

13.1.1 Increases to Distribution Contract Demand

For a Customer which 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 Distribution Contract Demand level, the Company will calculate a contribution refund based on the increase in the Distribution Contract Demand.

The contribution refund, without interest, is payable only if the Customer increases the contracted load within the Initial Term of the contract.

13.1.2 Decreases to Distribution Contract Demand

When a change in the Customer's load requirements results in a decrease to the Customer's Distribution Contract Demand level, the Company will calculate a Buy-down amount based on the decrease in the Distribution Contract Demand.

The Customer shall pay any applicable Buy-down charge at the time that a Buy-down proposal is executed by the Customer.

13.1.3 Other Considerations

- (a) The charge or contribution refund to the Customer will be calculated as the present value of the difference between the levelized annuity which pays back the original investment and the levelized annuity which pays back the revised investment, over the remaining Investment Term. Refer to the Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions) for more details and an example.

13.2 Transmission Contract Demand (TCD)

Upon the request of a Customer, the Company will change the level of the Customer's Transmission Contract Demand subject to the following:

- (a) the Customer shall pay any applicable transmission related costs as a result of changes to the Transmission Contract Demand, and
- (b) any amount charged to the Company by the ISO as a direct result of the Customer's reduction to the Transmission Contract Demand.

A Customer who chooses to increase the level of its Transmission Contract Demand will receive any credits the Company receives from the ISO, if any, as a direct result of the increase in the Customer's Transmission Contract Demand.

ARTICLE 14 – SERVICE DISCONNECTS AND RECONNECT

In accordance with AUC Rule 021, any requests to disconnect service from a Customer shall be made by the Customer's Retailer. If the Customer notifies the Company that the disconnection is short-term and required for reasons including but not limited to equipment testing and inspection, the Company reserves the right to complete the request for disconnect and subsequent reconnect. If the Company determines the disconnect request falls under the provisions of idle service, the Company will administer the request as per this Article.

14.1 Disconnection and Idle Service

14.1.1 Temporary Disconnection

Upon the request of the Customer's Retailer, the Company shall temporarily disconnect any Service Connection provided:

- (a) The Customer, or the Customer's Retailer, agrees to pay the idle service charge as determined by Price Schedule Option F. If the Customer's Point of Service is reconnected within 12 months of disconnection, the minimum monthly charge will be billed to the Customer for each month back to the date of the disconnection based on the rate schedule the Customer was on at the time of going idle.
- (b) The Customer, or the Customer's Retailer, agrees to pay any charges made to the Company by the ISO that will not be recovered as a direct result of the Customer's idle service.
- (c) The Company reserves the right to assess the idle service charge to the Customer's Retailer. If the Site is not enrolled with a Retailer, the Company shall assess the idle service charge to the Customer at the Site.
- (d) If the Service Connection remains disconnected for greater than 12 months, it will be considered permanently disconnected and administered as per 14.1.3 herein.

14.1.2 Right to Remove Site Meter

The Customer shall permit the Company to remove the Site meter on property owned or controlled by the Customer for any temporary disconnection. The Company reserves the right to assess a charge to the Customer, or the Customer's Retailer, for a supplementary meter read, as set forth in the Schedule of Supplementary Service Charges, as a direct result of the Customer preventing or not allowing the Company to remove the Site meter.

14.1.3 Permanent Disconnection

- (a) If the Customer, or the Customer's Retailer, requests the Service Connection to be permanently disconnected, the Customer billing for that service will be finalized and the Customer will be charged exit costs as set forth in Article 15. At the discretion of the Company, the Facilities provided by the Company will be removed unless the Customer, or the Customer's Retailer, agrees to pay the idle service charges as set forth in Sub-section 14.1.1.
- (b) 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 that were not already charged to and paid by the Customer under Article 15.

14.2 Disconnection at Request of Retailer

In accordance with Section 105(1)(k) of the Act, the Retailer shall have the right to request that the Company disconnect service to a particular Customer, and Company shall comply with that request, unless such action is inconsistent with Clause 10.1.2 or the Schedule of Available Company Investment (Disconnect Customer Site) of the Company's Retailer Terms and Conditions for Electric Distribution Service.

14.3 Disconnection by the Company

- (a) The Company has the right to disconnect electric service to the Customer in a number of circumstances, including but not limited to non-payment of the Company bills or any past due charges by the Customer; evidence of safety violations, energy theft, or fraud, by the Customer; or the Customer failing to meet its

obligations under these Terms and Conditions or the Customer's Electric Service Agreement.

- (b) If the disconnect is a result of a safety violation, the Company will reconnect the service when the safety problem is resolved and when the Customer has provided, or paid the Company'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. The Company may also require proof of electrical permits or approvals prior to the service being reconnected. The Company may assess a reconnect charge to the Retailer as set forth in the Schedule of Supplementary Service Charges.

14.4 Reconnect Service

This section applies when the Company is asked to reconnect or restore service to a Customer whose service was previously restricted by a current-limiting device or discontinued (whether or not at the request of the Customer or the Customer's Retailer).

Before reconnecting or restoring service, the Customer, or the Customer's Retailer shall pay:

- (a) any amount owing to the Company including written off accounts;
- (b) a reconnection charge as defined in the Schedule of Supplementary Service Charges;
- (c) the security deposit, if any, required under Section 4.3 herein; and
- (d) the minimum monthly charge for each month of disconnection, if service is reconnected within 12 months of disconnection.

14.5 Removal of Facilities

Upon termination of service, the Company 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 15 – CONTRACT EXIT PROVISIONS

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

Upon receipt of such notice, the Company 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.

15.1 Distribution Related Exit Costs

When a Customer no longer requires service from the Company, the Customer may terminate an Electric Service Agreement upon thirty days' written notice to the Company. Upon receipt of a Customer exit request, the Company shall determine the amount of the distribution related exit costs payable by the Customer, and provide the Customer with a contract termination proposal for review and execution. By returning the executed contract termination proposal to the Company, the Customer accepts the terms of the proposal, including the applicable distribution related exit costs associated with their exit from the system.

Applicable distribution related exit costs, are defined as:

- (a) the Buy-down amount associated with the existing Facilities being removed; less
- (b) the estimated salvage value; plus
- (c) the estimated salvage costs; plus
- (d) where applicable, any other outstanding amounts attributable to the Customer.

The Customer shall pay any applicable distribution related exit costs at the time that a contract termination proposal is executed by the Customer. Upon receipt of the executed contract termination proposal, the Company will invoice the Customer for the applicable distribution related exit costs (if any) and remove the facilities that were serving the Customer's site(s).

Until such time that the Company receives the executed contract termination proposal from the Customer, the Customer will continue to receive distribution service and will continue to be obligated to pay for the distribution service pursuant to the terms of their existing contract.

15.2 Transmission Related Exit Costs

When a Customer no longer requires service from the Company, the Customer shall pay any applicable transmission related exit costs defined as follows:

- (a) any costs charged to the Company by the ISO, as a direct result of the Customer's termination of service; and
- (b) the present value of any ongoing costs that the Company incurs from the ISO, that will not be recovered as a direct result of the Customer's termination of service.

ARTICLE 16 – MISCELLANEOUS

16.1 Electric Distribution Service Obtained from Retailer

The Company will not initiate or continue Electric Distribution Service at a Point of Service unless the Customer is enrolled to obtain Electric Distribution Service. It is the Customer's responsibility to make arrangements with a Retailer to obtain Electricity Services, including enrolment for Electric Distribution Service.

16.2 Independent System Operator or Transmission Facility Owner Requirements

Each Customer acknowledges and agrees that the Company is bound by all operating instructions, policies and procedures of the ISO and TFOs which are needed to maintain the integrity of Alberta's interconnected electric system. All Retailers, Customers, and agents thereof, acknowledge and agree that they will cooperate with the Company so that the Company 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.

16.3 Compliance with Applicable Legal Authorities

The Company, Retailers and Customers, and agents thereof, 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. The Company 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 Electric Distribution Service. The Company's obligation to provide a Service Connection and Electric Distribution Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such services will have been obtained and will be maintained in force during such period of service.

16.4 No Assignment

Neither a Retailer or Customer shall assign any of their rights or obligations under these Terms and Conditions, a Backout Electric Service Agreement, an Electric Service Agreement, or any other agreement with the Company relating to Electric Distribution Service without obtaining (a) any and all necessary regulatory approval(s); and (b) the prior written consents of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the Retailer or Customer of any of their obligations under these Terms and Conditions or any other agreement until such obligations have been assumed by the assignee. Any assignment in violation of this section shall be void.

16.5 No Waiver

The failure of the Company or Customer to insist in any one or more instances upon strict performance of any provisions of the Terms and Conditions, an Electric Service Agreement, or any other agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision 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 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.

16.6 Invalidity of Contractual Provisions

If any provision of the Terms and Conditions, a Backout Electric Service Agreement, an Electric Service Agreement, or any other agreement with the Company is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, 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.

16.7 Law

These Terms and Conditions and any other agreement between a Retailer or Customer 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 and any other agreement shall be brought in the courts of the Province of Alberta.

16.8 New Facilities and Electric Distribution Service Additions

The Company reserves the right to communicate directly with the Customer in respect of any requests made by the Customer, the Retailer or any other party acting as agent for the Customer, for the construction of new Facilities or for additional services. The Company reserves the right to charge the Customer directly for any amounts required to be provided to the Customer under the Terms and Conditions.

SCHEDULE A – STANDARD SUPPLY SPECIFICATIONS

The Company's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN_C235-83, are listed in the following section.

Upon request by the Customer, the Company may provide other supply voltages or supply arrangements. If this option is chosen, the Customer will be responsible for all incremental costs associated with provision of service using non-standard supply arrangement or voltages as determined by the Company.

Customer Type	Supply Availability	Conditions
Residential	240/120 V - single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) For services 200 amps or less, underground conductors are supplied by the Company (iii)
Farm	240/120 V - single phase, three wire	Overhead and underground secondary conductors are supplied by the Customer
	208 Y /120 V - three phase, four wire	Overhead and underground secondary conductors are supplied by the Customer
General Service	240/120 V - single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) Underground secondary conductors are supplied by the Customer
	208 Y/120 V - three-phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	480 Y/277 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	600 Y/347 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	4160 Y/2400 Y – three phase, four wire, 2,000 kV.A to 10,000 kV.A	(i) Overhead secondary conductors are supplied by the Customer (ii) Underground secondary conductors are supplied by the Customer
Oilfield	240/120 V – single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) Underground secondary conductors are supplied by the Customer



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Customer Type	Supply Availability	Conditions
	208 Y/120 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	480 Y/277 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	600 Y/347 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer

SCHEDULE B – CONDITIONS OF UNDERGROUND SERVICE

The Company shall extend service by underground conductor lines upon and subject to the following terms and conditions.

- (a) No service is then available in the area to be served by such extension, and not less than 25 single family dwellings (or such lesser number as may be agreed to by the Company) will be connected to such extension (the “underground service area”), each of which is situated upon a parcel of land where other single family dwellings in the underground service area are situated.
- (b) All permanent service in the underground service area shall be provided exclusively through underground conductor lines;
- (c) The Developer shall provide, without cost to the Company, such rights-of-way, easements, utility corridors and transformer locations as the Company may require for the installation, operation and maintenance of such extension, which the developer shall keep free and clear of any buildings, structures, fences, pavement, trees or any other obstructions which may hinder the Company in installing, maintaining or removing its Facilities;
- (d) The Company shall not be obligated to install such extension until it is reasonably satisfied that the extension will not thereafter be damaged or interfered with, and, in any event, any costs incurred by the Company in relation to the relocation, reinstallation or as a result of damage to such extension shall be paid by the Developer;
- (e) Service, for purposes other than residential use and street lighting, may be provided from such extension only with the consent of the Company;
- (f) In relation to the underground service, the Developer shall provide a meter socket, service conductor protection from sixty centimeters below grade level to the line side of the meter socket and will ensure installation of a service meeting ATCO Electric’s Specifications for New Electricity Underground Residential Distribution Systems (available at atco.com);
- (g) The Developer shall provide to the Company a certified copy of the registered plan for subdivision and final construction plans showing the location of sidewalks, curbs and gutter, and underground utilities together with such evidence as the Company may reasonably require to the effect that all the rules and regulations applicable to the development have been or will be complied with by the Developer;
- (h) Survey stakes indicating grades and property lines shall be installed and maintained by the Developer;
- (i) The surface of the ground for a distance of not less than one point five (1.5) meters on each side of the alignments for the underground conductor lines shall be graded by the Developer within eight (8) centimeters of a final grade;
- (j) Unless otherwise agreed to by the Company, the Developer shall provide a survey for the location of transformers, street light bases and cable routing, as required; and
- (k) Sidewalks, curbs and gutters may be constructed by the Developer but no other permanent improvements shall be made until approved by the Company.

In addition, the service shall be subject to such other conditions as may be specified by the Company from time to time.



SCHEDULE C – SAMPLE ELECTRIC SERVICE AGREEMENT

MEMORANDUM OF AGREEMENT made the (day) of (month), (year)

BETWEEN: (CUSTOMER NAME)

(address)

(hereinafter called the "Customer")

- and -

ATCO Electric Ltd., a body corporate with its Head Office in the City of
Edmonton in the Province of Alberta ("ATCO Electric" or "Company")

WHEREAS the Customer has requested the Company to provide the Customer with electrical
service at a location known as:

(Location of Customer Load)

1. The Customer and the Company agree as follows:

- i. Effective Date: _____
- ii. Applicable Price Schedule(s): _____
- iii. Expected Peak Demand: _____
- iv. **Distribution:**
 - a) Initial Term: _____
 - b) Investment Term: _____
 - c) Customer Contribution
(plus applicable GST): _____
 - d) Minimum Contract Demand: _____
- v. **Transmission:**
 - a) Investment Term: _____
 - b) Customer Contribution
(plus applicable GST): _____
 - c) Minimum Contract Demand: _____
- vi. Minimum Contract Charge (Idle Charge): _____
- vii. Supplementary Charges: _____
- viii. Special Arrangements: _____



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2. This Electric Service Agreement is subject to the ATCO Electric Ltd. – Terms and Conditions for Electric Distribution Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The service provided hereunder is provided for the Customer's use only at the said location and the Customer shall not permit any other person to use such service.
4. The Customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its Facilities.
5. The Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Electric.
6. No person, whether an employee or agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
7. The Customer acknowledges that it has been advised of ATCO Electric's Customer Guide to New Extensions and is aware of the policies and business practices of the Company detailed therein.
8. This Electric Service Agreement shall be effective on the date service is first made available, and thereafter shall remain in effect until terminated by either party in accordance with Article 15, as applicable, of the Terms and Conditions.
9. This Electric Service Agreement is subject to all applicable legislation, including the *Electric Utilities Act* and the Regulations made there under, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over the Company or the matters addressed herein.
10. This Electric Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assignees.
11. If any provision of this Electric Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Electric Service 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.
12. Contracts or notices required with respect to the Agreement shall be directed as follows:
 ATCO Electric Ltd.
 10035 – 105 Street,
 Edmonton, Alberta, T5J 2V6

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above mentioned.

[CUSTOMER NAME]

ATCO Electric Ltd.

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____



**RETAILER TERMS AND CONDITIONS
FOR
ELECTRIC DISTRIBUTION SERVICE**

Effective	January 1, 2023	Decision 27672-D01-2022
Supersedes	August 1, 2020	Decision 25645-D01-2020

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ARTICLE 1 – PREAMBLE

In accordance with the provisions of the *Electric Utilities Act* ("the Act") and the Regulations made thereunder ("Regulations"), ATCO Electric Ltd. ("ATCO Electric") will, for certain Customers, act solely as a wire services provider which will not be responsible for providing electricity directly to these end-use Customers. In its role as a wire service provider ATCO Electric will enable Retailers to acquire access to its electric distribution system for the purposes of allowing them to sell electricity directly to end-use Customers. An end-use Customer may also act as a Self-Retailer by carrying out retailer functions to obtain Electricity Services solely for its own use.

These Terms and Conditions, known as the "Retailer Terms and Conditions for Electric Distribution Service", are intended to apply to the relationship between ATCO Electric, as a wire services provider, and all Retailers or any party who will be acting as an Agent on behalf of the Retailer for transactions, including, but not limited to, retail billing and load settlement. These Terms and Conditions will also govern the relationship between ATCO Electric and Customer(s) for whom the Retailer or any another party is acting as an Agent in its dealings with ATCO Electric. These Terms and Conditions serve as a companion to the Customer Terms and Conditions for Electric Distribution Service, which are intended to govern the relationship between ATCO Electric and Customer(s), or any other person the Customer has assigned to act on its behalf in its dealings with ATCO Electric regarding the provision of wire service on its electric distribution system.

These Terms and Conditions outline the rules that Retailers and Agents must follow to engage in Retailer transactions with the Company.

The service provided by ATCO Electric hereunder is regulated by the Alberta Utilities Commission ("AUC"), and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to ATCO Electric or to the AUC. These Terms and Conditions have been approved by the AUC.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or a Retail Service Agreement, shall have the meanings set forth below:

"Act" means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as amended from time to time;

"Agent" means a person who deals and performs functions including, but not limited to, retailer transactions with the Company on behalf of a Self-Retailer or Retailer;

"AUC Rule 021" means the specifications, standards, methods, calculations and conventions established under the AUC Settlement System Code, Rule 021, as 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*.

"Consumer Protection Act" means the *Consumer Protection Act*, R.S.A. 2000, c.C-26.3, as amended from time to time;

"Commission" or "AUC" means the Alberta Utilities Commission established under the *Alberta Utilities Commission Act*, as amended from time to time;

"Company" means ATCO Electric Ltd. or its successor;

"Credit Rating" shall mean, with respect to a Retailer on any date of determination, (1) the respective rating then assigned to its issuer rating or unsecured and senior, long-term indebtedness (not supported by third party credit enhancement) by S&P, DBRS or Moody's or (2) the issuer rating by S&P, DBRS or Moody's. In the event of a split rating the lower shall prevail;

"Customer" means a person purchasing electricity for that person's own use from a Retailer;

“Customer Information” means the data specified in AUC Rule 021 and other information, including safety related information, required to provide safe electric service to Customers;

“Customer Terms and Conditions for Electric Distribution Service” means the new title of the document formerly known as the Terms and Conditions for Distribution Service Connections. Where reference is made to the Terms and Conditions for Distribution Service Connections in any prior Proposal Letter, Electric Service Agreement, or other agreement, it shall be deemed to be a reference to the Customer Terms and Conditions for Electric Distribution Service, as amended from time to time.

“Customer Usage Information” means information regarding the historical electricity consumption of a Customer and includes:

- Site ID;
- Read Date;
- Net Measured Energy (kW.h); and if available
- Net Measured Demand (kW); and
- Net Measured Demand (kV.A).

“DBRS” Dominion Bond Rating Service, or its successor;

“Default Supplier” means a Retailer appointed pursuant to Section 3 of the *RRR Regulation*;

“Distribution Tariff” means a distribution tariff prepared by the Company and approved by the Commission in accordance with the Act, which consists of the Price Schedules and the Terms and Conditions, as amended or replaced from time to time;

“Electric Distribution Service” means the service required to transport electricity by means of an electric distribution system as defined in the Act. The term Electric Distribution Service is to replace any reference to Distribution Service Connections or Distribution Access Service which terms were previously used by the Company in prior Proposal Letters, Electric Service Agreements or other agreements;

"Electric Service Agreement" means an agreement for the provision of a Service Connection pursuant to the Customer Terms and Conditions, between the Company and a Customer. If no Electric Service Agreement has been signed, a Proposal Letter will be considered an Electric Service Agreement for the purposes of these Terms and Conditions;

"Electricity Services" means the services associated with providing electricity to a person, including the exchange of electric energy, making financial arrangements to manage financial risk associated with the pool price, Electric Distribution Service, System Access Service, ancillary services, billing, metering, performing load settlement, and any other services specified in the regulations made by the Minister under Section 115 of the Act;

"Facilities" means a physical plant (including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery);

"Force Majeure" means circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, 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, temporary failures of electric supply, the intervention of federal, provincial, state or local government or from any of their agencies or boards excluding Decisions and/or Orders made by the AUC in the normal course of it 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;

"Independent System Operator" or "ISO" means the corporation established pursuant to Section 7 of the Act and currently operating under the name of "Alberta Electric System Operator" or "AESO";

"Letter of Commitment" means an agreement to cover capital and other expenditures made by the Company for the provision of a Service Connection early in the project life cycle and before a Backout Electric Service Agreement is completed;

"*Moody's*" shall mean Moody's Investor Services, Inc., or its successor;

"*Point of Service*" means the point at which the Company's service conductors are connected to the conductors or apparatus of a Customer;

"*Power Pool*" means the scheme operated by the Independent System Operator under the Act for exchange of Energy and financial settlement for the exchange of Energy; Act;

"*Price Schedules*" means that portion of the Company's Distribution Tariff which sets out charges including rates, options, and riders schedules;

"*Proposal Letter*" means a letter prepared by the Company outlining the technical parameters, the costs, and the commercial arrangements in response to a Customer's application for a new extension. If no Electric Service Agreement has been signed, a Proposal Letter will be considered an Electric Service Agreement for the purposes of these Terms and Conditions;

"*Qualified Institution*" means a Schedule I Chartered Bank in Canada, a major U.S. commercial bank, or a foreign bank with a U.S. or Canadian branch office which is not the Retailer (or a subsidiary or affiliate of the Retailer) having assets of at least CAD 10 billion and with a Credit Rating of a least "A" by S&P (or an equivalent rating by a comparable credit rating service);

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

"*Regulated Rate Option Provider*" means the party authorized by ATCO Electric to provide electricity services to eligible customers in the ATCO Electric service area under a regulated rate tariff;

"*Retail Service Agreement*" means an agreement for the provision of Electric Distribution Service pursuant to these Terms and Conditions between the Company and a Retailer, in the form attached as Schedule A hereto;

"*Retailer*" means a person who sells or provides retail Electricity Services and includes an affiliated retailer;

"Retailer Business Function Identification" means the two (2) character identification as identified in AUC Rule 021;

"Retailer Business Number" means the nine (9) digit number used to uniquely identify each person entering into a Retail Service Agreement with the Company. The Canada Customs and Revenue Agency business number will be used as the Retailer Business Number;

"Retailer Guide" means the guide prepared by the Company which describes the business processes for the transactions between the Company and the Retailer in relation to the provision of Service under these Terms and Conditions;

"Retailer Identification" means the number assigned by the ISO to a Retailer who has identified a Site or a number of Sites to be enrolled under the same Retailer Identification;

"Retailer of Record" means the Retailer who is listed in the Company's records through the procedures outlined in these Terms and Conditions, and thereby recognized by the Company and AUC Rule 021, as a particular Customer's Retailer for a Point of Service at a particular time;

"Rural Lands" means a parcel of land which is situated outside the boundaries of a city, town, village, summer village or a specialized municipality;

"S&P" means Standard & Poor's Financial Services LLC, or its successor;

"Self-Retailer" means a person, carrying out Retailer functions to obtain Electricity Services solely for its own use;

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

"Site ID" means a unique identification number assigned by the Company for each unique end-use Point of Service;

"System Access Service" means the service obtained by market participants through a connection to the transmission system, and includes access to exchange electric energy and ancillary services as per the Act;

“*Tariff Billing Code*” refers to the Alberta Tariff Billing Code Rules (AUC Rule 004), established by the AUC as amended from time to time;

“*Terms and Conditions*” means these Retailer Terms and Conditions for Electric Distribution Service, which were formerly known as the Terms and Conditions for Distribution Access Service. Where reference is made to the Terms and Conditions for Distribution Access Service in any prior Proposal Letter, Electric Service Agreement, or other agreement, it shall be deemed to be a reference to these Retailer Terms and Conditions for Electric Distribution Service, as amended from time to time;

“*Transmission Facility Owner*” or “*TFO*” means the owner of a transmission facility, as defined in the Act.

2.2 Conflicts

- (a) 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.
- (b) If there is any conflict between a provision expressly set out in these Terms and Conditions, as may be amended from time to time, and a Retail Service Agreement, the express provision of these Terms and Conditions shall govern, as of their effective date.

2.3 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.

2.4 Schedules and Appendices

The following schedules and appendices are attached to and form part of these Terms and Conditions:

- Schedule A – Retail Service Agreement
- Schedule B – Disconnect Customer Site

- Schedule of Supplementary Service Charges (available at atco.com)

ARTICLE 3 – GENERAL PROVISIONS

3.1 Commission Approval

These Terms and Conditions have been approved by the Commission. The Company 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. The amendment will take effect sixty (60) days after such notice is filed, unless the Commission otherwise directs.

3.2 Distribution Tariff

The Company's Electric Distribution Tariff is available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission and can be accessed at atco.com. These Terms and Conditions form part of the Distribution Tariff and are established pursuant to Section 2 of the *Distribution Tariff Regulation*, A.R. 162/2003.

3.3 Effective Date

These Terms and Conditions are in effect as of the indicated effective date. Whenever the Company files notice of an amendment to these Terms and Conditions, or when the Commission approves an amendment to these Terms and Conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

3.4 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Company and to each Retailer. These Terms and Conditions also govern the relationship between the Company and Customer(s) for whom the Retailer is acting as an Agent in its dealings with ATCO Electric.
- (b) These Terms and Conditions also apply to any party appointed as Agent for a Retailer pursuant to an executed Agency Appointment Agreement, as set out in the Retailer Guide.

- (c) 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.

3.5 Retailer Guide

The Company has developed the Retailer Guide to help Retailers and Customers understand the normal practices of the Company. In addition, the Retailer Guide includes agreements and forms applicable to retailer qualification and business processes. The Retailer Guide is available on the Company website at atco.com. The Retailer Guide will be updated, from time to time, to reflect changes to the electric utility industry, or the changing needs of the Retailers or Customers. The Company is committed to follow practices in the Retailer Guide. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Retailer Guide in certain circumstances.

3.6 Ownership of Facilities

- (a) The Company remains the owner of all Facilities necessary to provide Electric Distribution Service, unless an agreement between the Company and the Retailer or Customer specifically provides otherwise.
- (b) Payment made by Retailers or Customers for costs incurred by the Company in installing Facilities does not entitle Retailers or Customers to ownership of any such Facilities or any intellectual property, engineering, design, or other information or data, or any other rights relating to or in respect to such Facilities unless an agreement between the Company and the Customer specifically provides otherwise.

3.7 New Facilities and Service Additions

The Company reserves the right to communicate directly with the Customer in respect of any requests made by the Customer, or a party acting on its behalf, for the construction of new facilities or additional services as provided for in the *Billing Regulation, A.R. 159/2003*, as may be amended from time to time. The Company reserves the right to charge the Customer directly for any amounts required to be provided by the Customer

under the Customer Terms and Conditions for Electric Distribution Service. Retailers shall refer to the Company's Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions) for details of the requirements with respect to new facilities and service additions.

ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS

4.1 Timeliness, Due Diligence and Security Requirements

- (a) The Retailer shall exercise due diligence and use reasonable efforts in meeting its obligations hereunder, and perform same in a timely manner.
- (b) The Retailer shall adhere to all credit, deposit and security requirements specified in these Terms and Conditions.
- (c) The Retailer shall make every effort to ensure that its Customers are aware of the provisions of these Terms and Conditions that may affect the Customer(s).

4.2 Arrangements with Customers

Unless otherwise stated herein, the Retailer shall be solely responsible for having appropriate contractual or other arrangements with Customer(s) necessary to provide service to Customers. The Company 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 perform its obligations to its Customer(s).

4.3 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 Point of Service for Customers, subject to these Terms and Conditions.

4.4 Retailer Authorization

The Retailer shall be responsible for obtaining authorization from each Customer authorizing the enrollment of the Customer for receipt of Electric Distribution Service by such Retailer.

4.5 Retailer Identification

Any information exchange or communications between the Retailer and the Company under these Terms and Conditions shall employ a Retailer Identification number as set out in the AUC Rule 021.

4.6 Single Retailer for Customer

The Company shall not be required to recognize and deal with more than one Retailer in respect of a Point of Service at any given time. Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple Retailers for a Distribution Point of Service, provided that a single Retailer is designated to be the Customer's Retailer for the purposes of these Terms and Conditions.

4.7 Fees and Other Charges

The Company will provide all standard services hereunder pursuant to the Distribution Tariff. All additional and supplementary services provided by the Company to a Retailer will be charged a separate rate or fee, such as those included, without limitation, in the Schedule of Supplementary Service Charges. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

ARTICLE 5 – CUSTOMER INQUIRIES AND CUSTOMER INFORMATION

5.1 Customer Inquiries

For Customers requesting information on Retailers, the Company will make available the following information:

- (a) notification and informational materials to consumers about competition and consumer choices;

- (b) direct Customers, on request, to a source where they may obtain the current list of licensed Retailers operating in accordance with the *Consumer Protection Act*. The Company is under no obligation to ensure the accuracy of this list.

5.2 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 the Company's distribution system are referred directly to the Company immediately. The Company reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. The Company will communicate any unacceptable patterns to the Retailer to be corrected.

5.3 Customer Information

5.3.1 *Provision of Customer Information to a Retailer*

The provision of historical usage information to Retailers and the Default Supplier will be in accordance with the AUC Rule 010 "Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets."

5.3.2 *Provision of Customer Information to the Company*

The Retailer must promptly notify the Company of any changes to Customer Information, as the Company relies on this information to reasonably perform its Electric Distribution Service obligations to Customers. Such information shall be provided in a form described in the AUC Rule 021. The Company 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 provide up-to-date and accurate Customer Information to the Company. The Company reserves the right to assess a charge to recover the costs incurred by the Company for additional work undertaken by the Company as a result of inaccurate Customer Information provided by the Retailer.

ARTICLE 6 – PROVISION OF SERVICE

6.1 Qualification for Service

The Retailer must fulfill the following requirements to the satisfaction of the Company before the Company will provide Electric Distribution Service for that Retailer. The Retailer must:

- (a) submit to the Company a fully completed, executed Retail Service Agreement and a Retailer of Record and Credit Application Form as set out in the Retailer Guide;
- (b)
 - (i) for Retailers providing service to Customers whose annual consumption is below 250,000 kWh, furnish a certified copy of the license issued to it and warrant in writing to the Company that it is licensed pursuant to and will comply with the provisions of the *Consumer Protection Act*, and any regulations or policies made thereunder;
 - (ii) for Retailers providing service to Customers whose annual consumption exceeds 250,000 kWh, warrant in writing to the Company that it will comply with the provisions of the *Consumer Protection Act*, and any regulations or policies made thereunder;
- (c) with the exception of the Retailer for whom the Company has made arrangements to provide the regulated rate tariff, must satisfy the credit requirements of the Company as set forth in Article 11 hereof;
- (d) warrant in writing to the Company that it will comply with the guidelines established in the AUC Rule 021;
- (e) meet the compliance testing protocol of the Company in respect of information exchange, which protocol is set forth in the Retailer Guide;
- (f) warrant in writing to the Company that it has been qualified by the Power Pool as a participant therein, and can receive electricity from the Power Pool; and
- (g) meet any other requirements that the Company, acting reasonably, may impose in order to provide Electric Distribution Service hereunder to the Retailer. If the

Company determines that a Retailer must satisfy additional requirements in order to qualify for Electric Distribution Service, the following process will apply:

- (i) where the Company is confronted with a situation which would likely materially alter the risk to the Company, or in order to comply with applicable legislation, the Company may implement the additional requirement and then apply to the Commission for approval of same; or,
- (ii) where the Company is not confronted with the circumstances outlined in (i), above, the Company shall apply to the Commission for approval of the proposed additional requirement prior to implementing same.

Upon satisfaction of the above requirements, the Company will provide Electric Distribution Service to the Retailer, subject to these Terms and Conditions set out herein. Subject to complying with all applicable laws, and the directions or requirements of any of the entities mentioned above, the Company reserves the right, acting reasonably, to discontinue Electric Distribution Service to the Retailer if at any time the Retailer no longer fulfills the above requirements upon giving the Retailer ten (10) Business Days' notice or such lesser notice period expressly set out in Articles 7.3 and Article 11.2(d).

6.2 Application for Site Enrollment

- (a) In order to initiate the provision of Electric Distribution Service by the Company, the Retailer shall complete and provide to the Company an enrollment for Electric Distribution Service in the form and manner set out in the Retailer Guide and in compliance with AUC Rule 021. The Retailer shall provide updated Customer Information with each application for Site enrollment where applicable.
- (b) The Company will, subject to the Retailer meeting the provisions of these Terms and Conditions, accept an enrollment by a Retailer for provision of Electric Distribution Service hereunder. The Company reserves the right to verify the identity of the Customer and the accuracy of the Customer Information.

-
- (c) Upon receipt of a valid enrollment from a Retailer in the form and manner set out in AUC Rule 021, the Company will recognize the Retailer as the Retailer of Record for that particular Site.
 - (d) Enrollments will be processed for Retailers by the Company on a first-come, first-served basis, followed by the Default Supplier at the end of business day. Each enrollment will be time and date-stamped when received by the Company
 - (e) Once the enrollment is submitted, the Company will provide the Retailer, in accordance with AUC Rule 021, a status notification informing the Retailer whether the enrollment has been accepted or rejected.
 - (f) In accordance with Article 12 of these Terms and Conditions, the Company will obtain meter reads from time to time. If the Company does not obtain an actual read at the time of the enrollment, de-enrollment or customer move in and out; the Company will estimate a meter read. At the request of the Retailer, or with the Retailer's consent, the Company shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in the Schedule of Supplementary Service Charges.
 - (g) If a Retailer finds that it has enrolled an incorrect Site, that Retailer shall notify the Company as soon as reasonably possible. Upon receiving notice from the Retailer, the Company will notify the previous Retailer to enroll the Site. The Company may assess a charge for processing an enrollment under this section as set forth in the Schedule of Supplementary Service Charges.
 - (h) If the Company determines that the Site (Customer) who has been enrolled with the Retailer is indebted to the Company, the Company reserves the right to disconnect electric service to that Customer as set forth in Article 10 hereof.
 - (i) The Retailer will not be liable to the Company for any outstanding indebtedness of the Customer to the Company, which accrued prior to the receipt by the Retailer of Electric Distribution Service hereunder.

- (j) The Company may assess a charge for processing an enrollment as set forth in the Schedule of Supplementary Service Charges.

ARTICLE 7 – BILLING & PAYMENT

7.1 Retail Billing

The Company will bill the Retailer for Electric Distribution Services provided to the Retailer in accordance with the billing procedures set out as follows:

- (a) The Company will invoice the Retailer each billing cycle for Electric Distribution Service provided by the Company for the period prior to the billing cycle. The Company will bill the Retailer off-cycle as per the AUC Rule 004 as required from time to time.
- (b) The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer. The Retailer shall process Customer payments and handle collection responsibilities. The Company may, at its sole discretion and in addition to any other remedies available to it, restrict enrollment or terminate Electric Distribution Service to the Retailer, if such Retailer does not pay all outstanding bills in accordance with these Terms and Conditions.
- (c) The Company reserves the right to bill the Customer directly for any amounts required to be provided by the Customer under the Customer Terms and Conditions for Electric Distribution Service. The Retailer shall refer to the Customer Guide to New Extensions (available at atco.com/CustomerGuideNewExtensions) or the Customer Terms and Conditions for Electric Distribution Service with respect to these services.
- (d) Retailers or any party acting as an Agent on behalf of Retailers are required to provide Customers with notification of a Company distribution rate change in the billing envelope, or through the electronic billing and payment process, that accompanies the first charge to the Customer at the new rate.

7.2 Payment and Collection Terms

- (a) The Retailer shall pay to the Company, on or before the 11th Business Day following the Business Day on which the Retailer was invoiced, the amount invoiced by the Company for the preceding period.
- (b) The Company will establish an electronic billing and payment procedure for the payment of services hereunder. Notwithstanding, the Company will accept payment by cash or certified cheque if agreed to by the Company.
- (c) The Company has established two electronic billing options for Retailers electing to send and receive payments electronically. The Preauthorized Payment Agreement ("Authorization") and the Electronic Payment Transfer Agreement, as set out in the Retailer Guide, set forth the terms and conditions for making payments and providing remittance information electronically.
- (d) The Retailer shall pay all amounts owed to the Company for any of the Electric Distribution Services provided by the Company whether or not the Customer has paid the Retailer.
- (e) Failure to receive an invoice does not release a Retailer from the obligation to pay the amount owing for any of the Electric Distribution Services provided by the Company.

7.3 Late or Unpaid Bills

If a Retailer defaults or is late in paying charges, the Company will provide the Retailer notice as required by Section 12 of the *Distribution Tariff Regulation*, A.R. 162/2003, and will be entitled to draw on the credit facility of the Retailer if the Retailer's arrears are not paid within three (3) Business Days after the date of the notice. The Company may also discontinue or restrict Electric Distribution Service to the Retailer upon three (3) Business days' notice if, in its opinion, not doing so could impair its ability to use the Retailer's security for continuing arrears or amounts that have not been billed but are owed to the Company. The Company may require an additional deposit to replace the funds drawn down because of the default or late payment by the Retailer. The Company shall charge a Late Payment Charge as set forth in the Schedule of Supplementary Service Charges.

7.4 Adjustment of Bills

7.4.1 Billing Error

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and submit the dispute for resolution in accordance with these Terms and Conditions.

For those Customers to which the RRO Regulation is applicable, where the Company 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 error, the Company shall render an adjusted bill, upon resolution of the disputed amount, in accordance with the RRO Regulation, without interest.

For those Customers to which the RRO Regulation is not applicable, where the Company 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 error, the Company shall render an adjusted bill, upon resolution of the disputed amount, without interest, in accordance with the following:

- (a) If a Retailer is found to have been overcharged the Company will calculate the amount of the overcharge and will refund the amount to the Retailer forthwith;
- (b) If a Retailer is found to have been undercharged the Company will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of two (2) year immediately preceding the month in which the billing error was discovered.

In circumstances where a billing dispute has been initiated by the Retailer and the Company has been found not to be in error the Company may assess a Billing and Meter Dispute fee to the Retailer as established in the Schedule of Supplementary Service Charges.

Whenever the Company renders an adjusted bill to the Retailer in the event of a billing error, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

7.4.2 *Unauthorized Use*

Where the Company determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud or the intentional or unintentional use of energy whereby the Company is denied full compensation for Electric Distribution Services provided, the Company will bill the Retailer for the Company's estimated wires charges of such unauthorized use, including repairs of damage or reconstruction of Company Facilities. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

7.5 **Cessation of Distribution Tariff charges relating to Oil and Gas Service**

Notwithstanding anything to the contrary in these Retailer Terms and Conditions, if ATCO Electric receives a request from the Regulated Rate Option Provider to cease applicable Distribution Tariff charges for a Point of Service, ATCO Electric may, in its sole discretion, cease such charges if:

- (a) The electric service is provided to an oil and gas company located on Rural Lands owned by a farm or residential customer;
- (b) At the time that the service connection was originally provided, the service connection was not requested or approved by, or on behalf of, the then-registered owner of the Rural Lands;
- (c) The Point of Service is for production energy requirements in the petroleum and natural gas industries;
- (d) The Regulated Rate Option Provider has requested that the Point of Service be de-energized as a vacant premise for the purposes of AUC Rule 021; and
- (e) The Regulated Rate Option Provider has advised ATCO Electric in writing that the Regulated Rate Option Provider has conducted a reasonable level of due diligence and determined there is no eligible customer at the Point of Service.

Any cessation of Distribution Tariff charges made under this Section 7.5 shall be effective only from the date that ATCO Electric determines, in its sole discretion, that all of the criteria described in a) through e) above have been satisfied.

ATCO Electric has the right, but not the obligation, acting in its sole discretion, to perform a salvage of Facilities located on Rural Lands at any time after cessation of Distribution Tariff charges as described above.

ARTICLE 8 – ELECTRIC DISTRIBUTION SERVICE INTERRUPTION

8.1 Continuous Supply

The Company shall make all reasonable efforts to maintain a continuous electricity supply to the Retailer's Customers, but the Company cannot guarantee an uninterrupted electricity supply.

8.2 Interruption

Without liability of any kind to the Company, the Company shall have the right to disconnect or otherwise curtail, interrupt or reduce service to the Retailer (and the Retailer's Customers):

- (a) whenever the Company reasonably determines, or when the Company is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's Facilities;
- (b) to maintain the safety and reliability of the Company's distribution system; or,
- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Company's distribution system or Force Majeure.

8.3 Reasonable Efforts

The Company shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the Customer with prior notification of any such curtailment, interruption or

reduction to the extent reasonably practicable, and to resume Electric Distribution Service as promptly as reasonably practicable.

ARTICLE 9 – DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICE

This Article, as amended from time to time, specifies the processes for the transactions between the Company and the Retailer in relation to de-enrollment (“de-select”) of a Site, which includes, without limitation, the circumstances when a Retailer chooses not to arrange for Electric Distribution Service to the Customer or when the Company discontinues Electric Distribution Service to the Retailer as set forth in Section 9.2 herein. This section does not cover the provisions under which a Customer requests its service to be salvaged.

9.1 Discontinuance by the Retailer

- (a) To discontinue Electric Distribution Service, a Retailer shall complete and provide to the Company a notice of de-select in the form and manner set out in the Retailer Guide and in compliance with AUC Rule 021. Such notice shall clearly specify the Retailer's reason(s) for seeking to de-select the Site (Customer).
- (b) In accordance with Article 12 of these Terms and Conditions, the Company will obtain meter reads from time to time. If the Company does not schedule an actual read at the time of the de-select, the Company will estimate a meter read. At the request of the Retailer or with the Retailer's consent, the Company shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in the Schedule of Supplementary Service Charges.
- (c) The Company may reject the notice from the Retailer to de-select any Customer if any information provided in the application, including the Customer Information, provided by the Retailer is false, incomplete or inaccurate in any respect.
- (d) The Retailer is responsible to ensure that its Customers are provided notice of the de-select, and the consequences thereof, and that the Company will not be held liable for any Customer disputes with the Retailer.

- (e) Upon receipt of a valid notice of de-select of Electric Distribution Service from a Retailer in the form and manner set out in AUC Rule 021, the Company will accept the de-select request of the Retailer and notify the Customer of the pending transaction. If the Site is not enrolled by a replacement Retailer within the period as set out in the Retailer Guide, the Company will notify the Default Retailer or the Retailer for whom the Company has made arrangements to provide the regulated rate tariff to enroll the Site.
- (f) The Retailer shall remain responsible for Electricity Services to the Customer Site until a replacement Retailer is appointed and in place for the Customer Site.
- (g) The Retailer may revoke a notification to de-select a Customer Site as set out in the Retailer Guide. The Company may assess a charge for processing a revoke de-select under this section as set forth in the Schedule of Supplementary Service Charges.

9.2 Discontinuance by the Company

The Company may discontinue or restrict Electric Distribution Service to the Retailer if any of the following occur:

- (a) the Retailer's license has been revoked by Alberta Government Services, or
- (b) the Retailer has failed to meet its obligations under these Terms and Conditions or the Retail Service Agreement with the Company, or
- (c) the Retailer has failed to meet its credit requirements pursuant to Article 11.

Notification of discontinuance will be made electronically to the Retailer. The Company will provide the Retailer ten (10) Business Days' notice or such lesser notice period as expressly set out in Articles 7.3 and 11.2(d) before the Company discontinues Electric Distribution Service to the Retailer. Upon discontinuance of Electric Distribution Service pursuant to this Article, the provisions of the affected service(s) will be assumed by the Default Supplier for non-eligible Customers, and the person for whom the Company has made arrangements to provide the regulated rate tariff for eligible Customers.

ARTICLE 10 – SERVICE DISCONNECTS AND RECONNECT

This Article, as amended from time to time, specifies the processes for the transactions between the Company and the Retailer in relation to the physical disconnect of a Point of Service. For greater certainty, “disconnect” is synonymous with the term “de-energize” as that term is used in AUC Rule 021.

10.1 Disconnection of Service

10.1.1 Disconnection by the Company

- (a) The Company reserves the right to disconnect electric service to the Customer in a number of circumstances, including but not limited to non-payment of the Company bills or any past due charges by the Customer; evidence of safety violations, energy theft or fraud by the Customer; or the Customer failing to meet its obligations under the Customer Terms and Conditions for Electric Distribution Service or any of the terms of the Customer's Electric Service Agreement.
- (b) If the disconnect is a result of a safety violation, the Company will reconnect the service when the safety problem is resolved and when the Customer has provided, or paid the Company'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. The Company may also require proof of electrical permits or approvals prior to the service being reconnected. The Company may also assess a reconnect charge to the Retailer as set forth in the Schedule of Supplementary Service Charges.

10.1.2 Disconnection at Request of Retailer

- (a) In accordance with Section 105(1)(k) of the EUA, the Retailer shall have the right to request that the Company disconnect service to a particular Customer, and the Company shall comply with that request, unless such action is inconsistent with the Company's approved policies contained in Schedule B to these Terms and Conditions.

- (b) If a Retailer requests the Company to disconnect service to a particular Customer for idle service, the Company reserves the right to charge the Retailer the Customer's monthly idle service charges, as determined by Price Schedule Option F, or any other applicable charges.
- (c) The Retailer shall remain responsible for Electricity Services to the Customer until a replacement Retailer has enrolled the Customer at the Site.
- (d) The Company reserves the right to assess charges to the Retailer to disconnect service or attempts to disconnect service to a Customer as set forth in the Schedule of Supplementary Service Charges.
- (e) The Company will notify the Retailer if a disconnect request was not successfully completed and will include the reason. The Retailer may then re-issue a disconnect request acknowledging the associated risks. The Company reserves the right to make the final determination on whether a disconnection will be made in consideration of these risks.
- (f) The Company reserves the right to request the Retailer to provide the Customer's contact name and phone number for the purpose of verifying the disconnect request. In the event that, in the opinion of the Company, the facility, its associated equipment or occupants may be adversely affected by the disconnection the Company will not proceed with the disconnection.

10.1.3 *Disconnection at Request of Customer*

In accordance with AUC Rule 021, any requests to disconnect service from a Customer shall be made by the Customer's Retailer. If the Customer notifies the Company that the disconnect is short-term and required for reasons including but not limited to equipment testing and inspection, the Company reserves the right to complete the request for disconnect and subsequent reconnect. If the Company determines the disconnect request falls under the provisions of idle service, the Company will administer the request as per the disconnect and idle service

provisions set out in the Customer Terms and Conditions for Electric Distribution Service.

10.1.4 Permanent Disconnection

- (a) If the Retailer requests the Service Connection to be permanently disconnected, the Customer billing for that service will be finalized and the Customer may be required to pay for any unrecovered investment made by the Company as set forth in the Customer Terms and Conditions for Electric Distribution Service. At the discretion of the Company, the Facilities provided by the Company will be removed unless the Retailer agrees to pay the idle service charges as set forth in Sub-section 10.1.2 or 10.1.3.
- (b) 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 if they have not already done so.

10.2 Reconnect Service

Before reconnecting or restoring service to a particular Customer:

- (a) the Retailer must provide the Company with sufficient notice to reconnect service;
- (b) the Company reserves the right to assess a charge to the Retailer of the minimum monthly charge for each month of disconnection, if the service was previously on idle service as determined by Price Schedule Option F, and is reconnected within 12 months of disconnection, in accordance with the idle service provisions outlined in the Customer Terms and Conditions for Electric Distribution Service;
- (c) if the reason for the reconnect request is to resume Electric Distribution Service after a Site was disconnected for Customer indebtedness to the Customer's Retailer, and the Customer on the reconnect request matches the Customer on the original Cut-off for Non-Payment (CONP) disconnect request then the Company will not reconnect until such time as a disconnect release is received by

the Company from the Retailer that issued the disconnect request. Such release shall be sent to the Company within 24 hours of the Retailer receiving payment;

- (d) the Company reserves the right to assess a reconnection charge as set forth in the Schedule of Supplementary Service Charges.

ARTICLE 11 – PRUDENTIAL REQUIREMENTS

In circumstances where the Retailer has multiple Retailer Identification numbers, the review, setting, and maintaining of prudential requirements shall be based on the Retailer Business Number level.

11.1 Setting of Prudential Requirements

- (a) The Retailer, with the exception of the Retailer for whom the Company has made arrangements to provide the regulated rate tariff, must fulfill the requirements as set forth in this Article to the satisfaction of the Company before the Company will provide Electric Distribution Service to that Retailer.
- (b) Subject to review and reassessment of the Prudential Requirements of a Retailer by the Company from time to time, a Retailer shall meet and maintain such financial and other Prudential Requirements as set out in the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time, to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations.
- (c) The Company will confirm the Credit Rating of the Retailer or person which guarantees the financial obligation of the Retailer.

The minimum Credit Rating that will qualify a Retailer for a reduction in security or allowing a person to provide an irrevocable guarantee of the Retailer's financial obligation will be in accordance with the requirements set out in the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time.

If a Retailer has obtained more than one Credit Rating, the lowest Credit Rating will be used in the assessment.

- (d) Subject to review and reassessment, the Company shall determine the amount of the security reduction available for each Retailer, and the maximum amount of any guarantee required from the person guaranteeing the financial obligations of the Retailer, subject to Sections 8 and 9 of the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time. The Company shall notify the Retailer of its security requirement within 20 (twenty) Business Days from the receipt of the Retailer's complete application for service.
- (e) Subject to Section 9 of the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time, the Retailer shall provide security in the manner set out in the Retailer Guide, in the form of a cash deposit, an irrevocable letter of credit from a Qualified Institution or an irrevocable guarantee. Notwithstanding the definitions under these Terms and Conditions, the relationship between the Retailer and the Company is a relationship of creditor and debtor, respectively. Where the Retailer provides security in the form of a cash deposit, all right, title, and interest is transferred absolutely; will vest in the Company free and clear of any liens, claims, charges and encumbrances; and no security interest will be created in the cash. An irrevocable guarantee may be provided from a Canadian person, or person acceptable to the Company, other than the Retailer, with a qualifying credit rating.

11.2 Maintaining Prudential Requirements

- (a) If a Retailer's actual outstanding charges under the Company's Distribution Tariff are materially greater than the value projected by the Retailer under Section 11.1 of these Terms and Conditions, the Company will update the projection and, if additional security is required based on the updated projection, require the Retailer to provide additional security within five (5) Business Days of the Company's request.
- (b) The Company requires Retailers to report any downgrading of the Retailer's Credit Rating to the Company within two (2) Business Days of said Credit Rating revisions, and must provide any additional security required as a result of the downgrading within five (5) Business Days of the downgrading.

- (c) If a Retailer fails to pay any amount billed, subject to Section 7.3 of these Terms and Conditions, the Retailer hereby grants to the Company a right to “Set-off” any amounts payable by the Retailer with respect to any obligations of the Retailer to the Company, or when the Retailer has provided security in the form of an irrevocable letter of credit or irrevocable guarantee. The meaning of Set-off includes offset, combination of accounts, the right of retention or withholding, or similar right or requirement (whether arising under an agreement, applicable law or otherwise), and, when used as a verb, the exercise of any such right or the imposition of any such requirement. The Company will apply all or any portion of that Retailer’s security to the unpaid amount. The Retailer will then be required to replenish the security as outlined above.
- (d) If the Retailer fails to maintain its prudential requirements in accordance with these provisions outlined herein, the Company reserves the right to suspend the provision of additional Electric Distribution Service to the Retailer, or discontinue Electric Distribution Service entirely to the Retailer. The Company will provide the Retailer notice of discontinuance three (3) Business Days before the Company discontinues Electric Distribution Service to the Retailer.

Upon discontinuance of Electric Distribution Service pursuant to this Article, the provisions of the affected service(s) will be assumed by the Default Supplier for non-eligible Customers, and the person for whom the Company has made arrangements to provide the regulated rate tariff for eligible Customers.

- (e) A Retailer that is required to provide security in accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as amended from time to time, and these Terms and Conditions must maintain that amount of security until all obligations of the Retailer under the Company’s Distribution Tariff are satisfied. A Retailer who provides security other than by means of a cash deposit held by the Company, must either ensure that its security has no expiry date and cannot be terminated, or must at all times ensure that its security is automatically extended from year to year, for successive periods of a minimum of one year each from any expiration date thereof, unless the Company is notified in writing by prepaid registered mail not less than 30 days prior to any expiration date that the security will not be

renewed for any such additional period ("Notice of Non-Renewal"). A Retailer who provides security other than by means of a cash deposit held by the Company, must ensure that its security is executable from an intermediary bank branch or office with a drawing location in Calgary, Alberta.

- (f) Upon receipt of a Notice of Non-Renewal, the Company shall provide notice of same in writing to the Retailer advising that the Retailer's failure to provide the Company with alternate security meeting the requirements set out in the *Distribution Tariff Regulation*, A.R. 162/2003, within 3 business days after the date of the notice shall be a breach of the Retailer's obligation to maintain its security in accordance with s.11 of the *Distribution Tariff Regulation*, A.R. 162/2003, and an event of default under Article 14.1(d) of these Terms and Conditions. If after 3 business days the Company is not in receipt of such alternate security, the full amount of the Retailer's security determined in accordance with sections 8 and 9 of the *Distribution Tariff Regulation* shall become due and payable to the Company and the Company shall be entitled to make demand or claim against the Retailer's security in accordance with Article 14.3.
- (g) In the event of a default by a Retailer, the Company is entitled to recover any costs not covered by the security posted by the Retailer through the Company's Distribution Tariff, in accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time.

11.3 Confidentiality

All information provided by the Retailer in relation to its financial standing and designated by the Retailer as confidential will be treated as such under the Confidentiality Agreement between the Retailer and the Company. The terms and conditions of the Confidentiality Agreement are set out in the Retailer Guide.

11.4 Costs

All costs associated with obtaining financial security and meeting prudential requirements under this section are the responsibility of the Retailer.

11.5 Interest on Security Deposits

Interest on each Retailer's cash security deposit held by the Company will be calculated at the rate specified from time to time in *The Residential Tenancies Act S.A. 2004, C.R-17.1* or as otherwise stipulated in any contractual arrangements between the Retailer and the Company. Interest will be paid to the Retailer annually.

11.6 Letter of Credit Default

Letter of Credit Default shall mean, with respect to an outstanding letter of credit, the occurrence of any of the following events:

- (1) The issuer of the letter of credit ceases to be a Qualified Institution;
- (2) The issuer of the Letter of Credit fails to comply with or perform its obligations under such letter of credit and such failure continues after the lapse of any applicable grace period;
- (3) The issuer of such letter of credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of such letter of credit;
- (4) The letter of credit expires, terminates, or ceases to be in full force and effect at any time; or
- (5) Any party related to the issuance of such letter of credit or credit support provider is dissolved, becomes insolvent or is unable to pay its debts, or fails or admits in writing its inability generally to pay its debts as they become due, makes a general assignment, arrangement or composition with or for the benefit of its creditors, files a petition for itself or a petition is filed by a 3rd party under the *Bankruptcy and Insolvency Act* of Canada, the *Companies' Creditors Arrangement Act*, or similar acts of other forbearing jurisdictions

ARTICLE 12 – METERING

12.1 Provision and Ownership

The meters used by the Company to assess the level of Electric Distribution Service charges to the Retailer will be the same meters used to provide Customer billing

information to the Retailer. The Company will provide, install and seal all meters for each Point of Service of a Customer of the Retailer in accordance with the Customer Terms and Conditions for Electric Distribution Service. Interval meters shall be installed for a Customer who has a connected load exceeding 500 kW or as required by the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time. A Customer requesting an interval meter outside of these conditions will be assessed the charges indicated in of the Schedule of Supplementary Service Charges. Each meter shall remain the property of the Company.

12.2 Meter Reading

- (a) Billing will be based on meter readings made by the Company from time to time or on estimates for those billing periods when the meter is not read. The Company reserves the right to assess a charge to the Retailer, as set forth in the Schedule of Supplementary Service Charges, for additional reads above the Company's standard practices.
- (b) For small general service Customers whose load requirements are small, consistent, and can be accurately predicted, the billing demand and energy may be determined, at the sole discretion of the Company, by methods such as but not limited to, the nameplate rating of the Customer's equipment rather than being metered.

12.3 Changes to Metering Equipment

- (a) Should a Retailer request or consent to a Customer request for new metering equipment beyond the basic service, the Company shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested or consented to in writing by the Retailer and meet the Company's requirements. The Retailer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs as set forth in the Schedule of Supplementary Service Charges. For changes to metering equipment on primary distribution voltage levels, the cost of providing, installing, and the ongoing operating costs will be determined on a case by case basis.

The metering equipment shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. The Company shall bill the Retailer upon installation, and the Retailer shall pay the Company in full within eleven (11) Business Days of receipt thereof. If payment is not received within eleven (11) Business Days, the Company shall charge a Late Payment Charge as set forth in the Schedule of Supplementary Service Charges.

- (b) Should a Retailer request or consent to a Customer request to return the metering equipment to its previous basic form, the Retailer shall bear the cost of removal and installation of the metering equipment.
- (c) At the request by the Retailer, or with the Retailer's consent, the Company may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

12.4 Meter Test and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time. At the request of a Retailer, the Company 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.
- (b) If a test determines that the meter is not accurate within the limits set by government standards, the meter data will be adjusted back to the time that the error can reasonably be determined to have commenced.

Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later, in accordance with the *Electricity and Gas Inspection Act, R.S.C., 1985, C.E-4*. The Company shall not be liable to the Customer or Retailer for any additional costs that are associated with such metering or meter reading errors.

- (c) The Company reserves the right to assess a charge to the Retailer for a meter test, in circumstances where the Company has not been responsible for any metering error, as set forth in the Schedule of Supplementary Service Charges. This charge does not apply to circumstances when the tested meter is not accurate within parameters set by Measurement Canada.

ARTICLE 13 – LOAD SETTLEMENT

13.1 Request for Additional Information

A Retailer may request additional settlement information above the basic service provisions specified in AUC Rule 021 or information previously provided by the Company providing:

- (a) the Retailer provides a written request to the Company 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, the Company 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.

13.2 Liability

The Company shall not be liable to any person for any damages, cost, expense, injury, loss or other liability of any kind whatsoever, or however caused, resulting directly or indirectly from its good faith performance of its responsibilities under the provision of this article. No express or implied warranties of any kind shall apply to information or services provided by the Company to any person as part of such good faith performance, including without limitation implied warranties of fitness for a particular purpose.

ARTICLE 14 – DEFAULT

14.1 Events of Default

An event of default under these Terms and Conditions and the Retail Service Agreement will occur if either the Company or the Retailer (“Defaulting Party”):

- (a) is the subject of a bankruptcy, insolvency or similar proceeding;
- (b) makes an assignment for the benefit of its creditors;
- (c) applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- (d) is de-certified by the ISO; or
- (e) fails to pay the other party (“Non-Defaulting Party”) when payment is due, or to satisfy any other material obligation under these Terms and Conditions or the Retail Service Agreement including, without limiting the generality of the foregoing, fulfilling the prudential requirements as set forth in Article 11, in accordance with these Terms and Conditions, and fails to remedy the failure or satisfy the obligation, as the case may be, within three (3) Business Days after receipt of written notice thereof from the Non-Defaulting Party.

14.2 Rights Upon Default

In an event of default, the Non-Defaulting Party shall, subject to these Terms and Conditions and any applicable regulatory requirements, be entitled to pursue any and all available legal and equitable remedies and terminate the Retail Service Agreement without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. The non-defaulting party shall provide written notice to the defaulting party of its intention to terminate Electric Distribution Service hereunder.

14.3 Recourse to Security Upon Retailer Default

In addition to any other rights and remedies set out herein, in an event of default by the Retailer, other than a default in payment addressed under section 12 of the Distribution Tariff Regulation, the full amount of the Retailer's security determined in accordance with sections 8 and 9 of the Distribution Tariff Regulation shall become due and payable to the Company and the Company shall be entitled to make demand or claim against the Retailer's security for the full amount secured thereunder. All funds received by the Company in respect of such claim shall be retained by the Company and applied against

the Retailer's obligations hereunder until such time as all of the Retailer's obligations have been determined and satisfied. Any balance remaining after satisfaction of the Retailer's obligations shall be returned to the issuing party of the security for the benefit of the Retailer.

ARTICLE 15 – LIABILITY AND INDEMNITY

15.1 Indemnity

- (a) Each party (as applicable, the "Indemnitor") will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives ("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, cause of action, action, suit or proceeding by a third party ("Claim") which arises 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 which failure is caused by the negligence or willful act of the Indemnitor or any of its directors, officers, employees, agents or representatives acting within the scope of their authority or employment. The indemnity under this Section 15.1(a) will be limited to an amount in proportion to the degree to which the Indemnitor or its directors, officers, employees, agents or representatives acting within the scope of their authority or employment are at fault. For the purpose of this Section 15.1(a) "willful act" means any act or omission which is an intentional tort or an intentional breach of any obligations under these Terms and Conditions.
- (b) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Section 15.1 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 15.1(d) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Section 15.1(a) in respect of:

(1) 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 to the fullest reasonable extent in the defense, settlement or compromise of the Claim; or

(2) 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.

- (d) The provisions of Section 15.1(a) hereof 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.
- (e) Except to the extent to which either party is required to indemnify the other party (and those other persons specified in this Article 15) by the express terms of Article 15, neither party, nor its directors, officers, agents, employees, and representatives, will be liable to the other party for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the other party, its directors, officers, employees, agents and representatives howsoever and whenever caused, and each party, for itself and as agent for its directors, officers, agents, employees and representatives hereby forever release the other party, its directors, officers, agents, employees and representatives from any liability or obligation in respect thereof. For greater certainty, neither party shall be limited in a claim against the other for specific performance or other equitable relief in relation thereto, or direct damages only and related costs and expenses (including reasonable legal fees), arising from a breach of these Terms and Conditions.

15.2 Consequential Loss

Notwithstanding anything to the contrary contained in these Terms and Conditions, neither party will be liable to the other party, and Company shall not be liable to the Customer with respect to matters for which Retailer is acting as agent for the Customer, for any damage, cost, expense, injury, loss or other liability of an indirect, special or consequential nature suffered by the other party or claimed by any third party against the other party which arises due to such party's failure to perform its obligations under these Terms and Conditions or for any other reason (including negligence on its part or on the part of any

person for whose acts it is responsible), howsoever and whensoever caused, and whether arising in contract, negligence or other tort liability, strict liability or otherwise; and without limiting the generality of the foregoing, damage, injury or loss of an indirect or consequential nature shall include loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, cost of purchased or replacement capacity and energy, cost of capital and loss of the use of any facilities or property owned, operated, leased or used by the other party.

15.3 Release

Subject to Sections 15.1 and 15.2, none of the Company, its directors, officers, agents, employees and representatives, (“Company Parties”), will be liable to the Customer, its directors, officers, agents, employees and representatives (“Customer Parties”) 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 Company Parties from any liability or obligation in respect thereof.

15.4 The Company Not Liable to Customer

For greater certainty, the Company shall not be liable to a Customer Party for any damages of any kind:

- a) caused by or arising from any of the Company Party’s conduct in compliance with or in breach of, or as permitted by, these Terms and Conditions, the Customer Terms and Conditions for Electric Distribution Service, Electric Service Agreement or other agreement with the Customer, or any contractual, 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 Retailer Terms and Conditions for Electric Distribution Service, any agreement with the Company relating to Electric Distribution 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 Electric Distribution Service 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 Electric Distribution Service or performing any of the Retailer's functions in providing Retail Electricity Services to Customers.

ARTICLE 16 – FORCE MAJEURE

16.1 Force Majeure Relief

The Company or Retailer, as the case may be, is relieved of its obligations hereunder, and shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, any event of Force Majeure.

16.2 Exclusions

Notwithstanding the definition of Force Majeure, lack of funds shall not be an event of force majeure.

16.3 Notice

The party claiming relief from liability under the provisions of this Article 16 shall promptly give the other party notice of the force majeure including full particulars thereof and shall promptly give the other party notice when the force majeure event ceases to prevent performance pursuant to these Terms and Conditions.

16.4 Obligation to Remedy

The party claiming relief from liability under the provisions of this Article 16 shall promptly remedy the cause and effect of the force majeure insofar as it is reasonably able to do so.

16.5 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 the party claiming relief from liability and such party may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate and no failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of such party or deprive such party of the benefits of this Article 16.

ARTICLE 17 – DISPUTE RESOLUTION

17.1 Resolution by Company and Retailer

If any dispute between the Company and a Retailer arises at any time in connection with these Terms and Conditions, the Company 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 17, the chief executive officers of the Company and the Retailer shall meet to attempt to resolve the dispute.

17.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 17.1 hereof within thirty (30) days after notice from the Company or the Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 17.3 to 17.11 hereof. The Company and the Retailer shall abide by the terms of any award rendered by the arbitrator(s) appointed hereunder without delay.

17.3 Arbitrators

All disputes or differences between the Company and a Retailer in connection with these Terms and Conditions shall be referred (unless the Company 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 the Company 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 the Company 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.

17.4 Failure to Concur

The Company 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 the Company or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

17.5 Refusal to Appoint an Arbitrator

If either the Company 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 the Company 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.

17.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by the Company 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 the Company 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.

17.7 Technical Competence

Any arbitrator appointed under the provisions of this clause whether by concurrence of the Company 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.

17.8 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.

17.9 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.

17.10 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.

17.11 Continuity of Service

All performance required under these Terms and Conditions by the Company and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 17, 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 specified from time to time in *The Residential Tenancies Act S.A. 2004, C.R-17.1* or as otherwise stipulated in any contractual arrangements between the Retailer and the Company.

ARTICLE 18 – MISCELLANEOUS

18.1 Independent System Operator or Transmission Facility Owner Requirements

Retailers and Customers acknowledge and agree that the Company is bound by all operating instructions, policies and procedures of the Independent System Operator and Transmission Facility Owners which are needed to maintain the integrity of Alberta's interconnected electric system. Each Retailer and Customer acknowledges and agrees that they will cooperate with the Company so that the Company 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.

18.2 Compliance with Applicable Legal Authorities

The Company 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. The Company will not violate, directly or indirectly, or become a party to a violation of any requirement of the ISO or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide Electric Distribution Service to the Retailer (or a Customer of the Retailer). The Company's obligation to provide Electric Distribution Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such Electric Distribution Service will have been obtained and will be maintained in force during such period of Electric Distribution Service.

18.3 No Assignment

Neither the Company nor the Retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retail Service Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the assigning party of any of its obligations under these Terms and Conditions or the Retail Service Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void. However, the Company may assign any or all of its rights and obligations under these Terms and Conditions and the Retail Service Agreement, without the Retailer's consent, to any entity succeeding to all or substantially all of the assets of the Company, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

18.4 No Waiver

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or a Retail Service Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such

provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or a Retail Service Agreement 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.

18.5 Law

These Terms and Conditions and the Retail Service Agreement between the Company and the Retailer 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 and the Retail Service Agreement shall be brought in the courts of the Province of Alberta.

18.6 Invalidity of Contractual Provisions

If any provision of the Terms and Conditions or any other agreement with the Company is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, 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.

ARTICLE 19 – NOTICE

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions or a Retail Service Agreement shall be in writing and shall be personally delivered or sent by courier-service or electronic mail addressed as follows:

(a) If to the Retailer, to the address and the addressee set out in the Retail Service Agreement between the Retailer and the Company.

(b) If to the Company to: ATCO Electric Ltd.

10035 - 105 Street, Edmonton, Alberta, T5J 2V6

Attention: Manager, Customer Care and Billing



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Email: RetailerServices@atcoelectric.com

Notice received after the close of the Business Day shall be deemed received on the next Business Day.

SCHEDULE A – RETAIL SERVICE AGREEMENTMEMORANDUM OF AGREEMENT made the (day) of (month), (year)BETWEEN: **(RETAILER NAME)**

(address)

Retailer Business Number: _____

(hereinafter called the "Retailer")

- and -

ATCO ELECTRIC LTD., a body corporate with its Head Office in the City of Edmonton in the Province of Alberta ("ATCO Electric" or "Company")

WHEREAS the Retailer has requested the Company to provide the Retailer with Electric Distribution Service for the purpose of serving its electricity customer(s) ("the Customer");

The Retailer and the Company agree as follows:

1. The Retailer is solely responsible for the provision of accurate and timely Customer Information to the Company. The Retailer agrees to provide the following information by electronic form to the Company, and represents and warrants that such information is true and accurate:
 - (a) Retailer Identification No(s): Refer to Appendix A
 - (b) Customer Information, in a form acceptable to the Company, for each Customer of the Retailer:

Should any of the above Customer Information change during the term of this Retail Service Agreement, the Retailer shall advise the Company of the change, by electronic means, as soon as is reasonably practicable in the circumstance, and in any event within five (5) Business Days of the Retailer becoming aware of the change.

2. This Retail Service Agreement is subject to the ATCO Electric Ltd. – Retailer Terms and Conditions for Electric Distribution Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The Retailer acknowledges that it has been offered a copy of ATCO Electric's Terms and Conditions, has reviewed and understands these Terms and Conditions and agrees to be bound by them, and any amendments thereto, in all transactions with ATCO Electric or its Customers.
4. No person, whether an employee or agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
5. The Retailer acknowledges that it has been offered a copy of ATCO Electric's Retailer Guide and is aware of the policies and business practices of the Company detailed therein.

6. This Retail Service Agreement shall be effective on the date first noted herein, and thereafter shall remain in effect until terminated by either party in accordance with Article 9 or Article 10, as applicable, of the Terms and Conditions; or for the reasons set out in Article 14 of the Terms and Conditions.
7. The Retailer understands and agrees that the Electric Distribution Service provided hereunder is provided solely for the Retailer's use at the locations and for the Customers identified to the Company in accordance with paragraph 1 hereof. The Retailer shall not use the Electric Distribution Service provided by the Company for any other purpose.
8. If the Retailer, at any time, becomes aware that any Customer is using the service(s) provided by the Retailer or the Company in a manner which is inconsistent with the Terms and Conditions, which could potentially create safety, health or environment concerns or damage the Company's Distribution System or facilities, the Retailer shall immediately notify Company of such circumstances.
9. In providing service to its Customer, the Retailer shall not, in any way, damage or interfere with or otherwise disturb, alter or tamper with the facilities of the Company. The Retailer shall notify the Company immediately of any problem or defect relating to Company's facilities, which is discovered by or brought to the attention of the Retailer.
10. The Retailer agrees to pay all rates, charges, invoices or fees levied or billed to it by the Company in accordance with Article 7 of the Terms and Conditions.
11. The Retailer acknowledges, understands and agrees that the Company will not perform any billing or collection activities on its behalf. The Retailer agrees to pay all amounts due and owing to the Company in accordance with Article 7 of the Terms and Conditions, regardless of any billing or collection disputes the Retailer may have with its Customer(s).
12. (a) The Retailer agrees to comply with the Company's Prudential Requirements established pursuant to Article 11 of the Terms and Conditions and Section 8 and 9 of the Distribution Tariff Regulation, A.R. 162/2003, for purposes of enabling the Company to assess the Retailer's credit risk and required security.
 - (b) The Company shall be entitled to access the financial security provided by the Retailer in any event of default including late payment or default on any invoices or bills of the Company, in accordance with Articles 7, 11, and 14 of the Terms and Conditions.
13. This Retail Service Agreement is subject to all applicable legislation, including the Electric Utilities Act and the Regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over the Company or the matters addressed herein.
14. This Retail Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assigns.
15. If any provision of this Retail Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Retail Service 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.

16. Neither Party may disclose any Confidential Information obtained pursuant to this Retailer Service Agreement to any third Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include all business, financial, and commercial information pertaining to the Parties, Customers of either Party, suppliers for either Party, personnel of either Party, any trade secrets and other information of a similar nature, whether written or otherwise that is marked "proprietary" or "confidential" with the appropriate owner's name.

Notwithstanding the preceding, a receiving Party may disclose Confidential Information to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling or order, providing that:

- (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and
- (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

17. All notices required hereunder shall be in writing and may be given personally, by facsimile or prepaid registered mail addressed to the party for which the notice is intended to its address designated hereunder or to such other address as may be substituted therefore from time to time.

The Retailer's address for notice is:

Retailer Name
 Retailer Address

The Corporation's address for notice is:

ATCO Electric Ltd.
 10035 – 105 Street
 P.O. Box 2426
 Edmonton, Alberta, T5J 2V6

Attention:
 Email:

Attention: Customer Care and Billing
 Email: RetailerServices@atcoelectric.com

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above mentioned.

[RETAILER NAME]

ATCO Electric Ltd.

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____



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APPENDIX "A"

MEMORANDUM OF AGREEMENT made the (day) of (month), (year)

APPENDIX "A" to the Retail Service Agreement between <RETAILER NAME>, <RETAILER BUSINESS NUMBER>, and **ATCO Electric**.

RETAILER IDENTIFICATION NUMBERS

The following Retailer Identification numbers have been assigned by the ISO to the Retailer noted above as of the effective date noted herein:

- (1)
- (2)
- (3)

The Retailer must notify the Company as promptly as reasonably practical of any additions or changes to the Retailer Identification Numbers. This Appendix "A" supercedes the Appendix "A" made the (day) of (month), (year).

[RETAILER NAME]

ATCO Electric Ltd..

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE B – DISCONNECT CUSTOMER SITE

In accordance with Section 105(1)(k) of the Act a Retailer shall have the right to request that the Company disconnect service to a particular Customer, and the Company shall comply with that request. The Company's policy (as approved in these Terms and Conditions) with respect to disconnecting Customers is set out below.

1. Where a Retailer requests the Company to disconnect a Customer for non-payment, the Retailer shall provide to the Company updated Customer Information, the payment amount the Retailer can accept in the event the Customer provides ability of payment, and a direct phone number to the Retailer's collection department for circumstances when the Customer is required to contact the Retailer immediately to resolve payment issues. The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer.
2. Unless otherwise directed by the Retailer, the Company:
 - (a) will schedule a disconnect between 8 AM and 5 PM;
 - (b) will not disconnect on Friday, Saturday, Sunday, a legal holiday, or a day before a legal holiday; and
 - (c) in certain remote areas where travel is difficult, will schedule the disconnect on one day of the month.
3. In accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time, the Company will not disconnect a residential or farm premise between October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius in the 24-hour period immediately following the proposed disconnection within the ATCO Electric service area. Any disconnection requests received from a Retailer during this period will be treated as a failed disconnect attempt and administered under the Schedule of Supplementary Service Charges.
4. The Company may not disconnect a premise if it houses elderly people or contains medical equipment.

-
5. The Company will not disconnect a premise if the community at large or the occupant is under bereavement.
 6. A request to disconnect a Customer located in an REA or First Nation area may be reviewed and discussed with the applicable REA Board, Band Council, or Metis Settlement Council before the disconnect is undertaken.
 7. The Retailer shall provide the Company and Customer with a written notice at least ten (10) Business Days in advance of the proposed disconnect.
 8. The Company will not disconnect if the Customer produces a receipt showing it has paid the most current bill, or amount specified in part 1 of this Agreement, of the Retailer.
 9. The Retailer shall remain responsible for Electricity Services to the Customer until a replacement Retailer is appointed and in place for the Customer or until that Customer is disconnected, whichever is earlier.
 10. The Company will provide to a previous Retailer of Record at the Site the right to request a disconnect for a period of 8 months since it last provided Electric Distribution Service at the Site.
 11. The Company may upon visiting the Site delay the disconnection until the Company is satisfied that all conditions for disconnection are met. These may include, but are not limited to:
 - (a) Customer Information does not match Customer Information provided by the Retailer;
 - (b) Customer has payment in hand at the Site and is prepared to meet the payment conditions set by the Retailer.
 - (c) Immediate danger may exist to the occupants or the Company's representative.



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SCHEDULE OF SUPPLEMENTARY SERVICE CHARGES

1.0 APPLICABILITY

The following Supplementary Service Charges are applicable to every Customer and Retailer within the Company's service area, unless otherwise specified.

2.0 SCHEDULE OF CHARGES

All charges and provisions of the Customer's applicable price schedule shall apply in addition to the following charges for the service being provided:

APPLICATION	FEE
(a) SETUP FEE This fee applies when a new Customer takes service at a Site and requests the setup during the Company's regular business hours. This fee does not apply to street light and private light accounts.	\$16.00 per Site
(b) RETAILER RE-ENROLLMENT FEE This fee applies when a Retailer finds that it has enrolled an incorrect Site and the Company initiates a re-enrollment of the Customer back to the previous Retailer. This fee will be assessed to the Retailer that made the error.	\$16.00 per Site
(c) REVOKE DE-SELECT This fee applies if the Company has already processed the initial de-select request. This fee will be assessed to the Retailer that requested the initial de-select	\$16.00 per Site
(d) RECONNECTION, DISCONNECTION OF SERVICE AND RIGHT OF ACCESS (FAILED ATTEMPT/NO ACCESS FEE)	
(1) Reconnection of electric service to any premises during the Company's regular business hours	Company's actual costs (\$137.00 minimum)
(2) Rush disconnection of electric service to any premises during Company's regular business hours, if requested by the Customer	Company's actual costs (\$137.00 minimum)
(3) Reconnection of electric service to any premises after the Company's regular business hours, if requested by the Customer	Company's actual costs (\$137.00 minimum)
(4) Disconnection of electric service to any premises after the Company's regular business hours, if requested by the Customer	Company's actual costs (\$137.00 minimum)
(5) Failed attempts due to lack or prevention of access to disconnect electric service to any premises, or to install, maintain, replace, test, monitor, read or remove the Company's facilities during or after the Company's normal business hours	Company's actual costs (\$137.00 minimum)
(e) REQUEST FOR INTERVAL METER Customer request for interval metering (for Operating Load under 500 kW): Capital and installation appropriate communication facilities and service (Ethernet, cellular, or satellite); plus monthly communication charges.	Cost of material and installation; plus \$80.00 per month per meter for ongoing operating and maintenance costs


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APPLICATION		FEE
(f) SUPPLEMENTARY METER READS ^{1/}	This fee applies for additional meter reads above the Company's standard meter read practices.	
(1)	Standard Meter reads	\$9.00 per read per meter
(2)	Non-Standard Meter or manual meter reads:	
(i)	Meter read to any premises during the Company's normal business hours	\$137.00 per read per meter
(ii)	Meter read to any premises after the Company's normal business hours	Company's actual costs (\$137.00 minimum)
(g) NON-STANDARD METER INSTALLATION FEE		Company's actual costs (\$388.00 minimum)
(h) BILLING and METER DISPUTES	Review of billing and meter disputes, which may include a meter test as required, in circumstances where the Company has not been responsible for any error:	
(1)	Self-Contained Metering	\$184.00 per evaluation
(2)	Instrument Transformer Metering	\$397.00 per evaluation
(i) CUSTOMER USAGE INFORMATION REQUESTS	This fee applies when the Company is requested to provide Customer Usage Information above the standard service request. Refer to the Alberta Utilities Commission, Rule 010 for further information. This fee will be assessed to the party that is making the request.	\$124.00 per hour (minimum 1 hour)
(j) GENERATING CUSTOMER APPLICATION FEES		
(1)	Micro-Generator	\$0.00
(2)	Distribution Generator	Company's actual costs \$4,300 minimum per study site
(k) LATE PAYMENT CHARGE		1.5% per month (19.56% per annum)
(l) RETURNED PAYMENT FEE		\$23.00

^{1/} Standard Company Meter Reads:
 Interval meters..... Daily
 Standard Meters..... Monthly or Bi-monthly
 Non-standard Meter..... Semi-annually