



2012 Performance-Based Regulation Second Compliance Filings

**April 1, 2013 Interim Distribution Rates for each of
AltaGas Utilities Inc.,
ATCO Electric Ltd.,
ATCO Gas and Pipelines Ltd.,
EPCOR Distribution & Transmission Inc. and
FortisAlberta Inc.**

March 22, 2013

The Alberta Utilities Commission

Decision 2013-112: 2012 Performance-Based Regulation Second Compliance Filings
April 1, 2013 Interim Distribution Rates for each of AltaGas Utilities Inc., ATCO Electric Ltd.,
ATCO Gas and Pipelines Ltd., EPCOR Distribution & Transmission Inc. and FortisAlberta Inc.
Application No. 1609367
Proceeding ID No. 2477

March 22, 2013

Published by

The Alberta Utilities Commission
Fifth Avenue Place, Fourth Floor, 425 First Street S.W.
Calgary, Alberta
T2P 3L8

Telephone: 403-592-8845
Fax: 403-592-4406

Website: www.auc.ab.ca

**2012 Performance-Based Regulation Second Compliance Filings
April 1, 2013 Interim Distribution Rates for each of
AltaGas Utilities Inc., ATCO Electric Ltd.,
ATCO Gas and Pipelines Ltd.
EPCOR Distribution & Transmission Inc. and
FortisAlberta Inc.**

**Decision 2013-112
Application No. 1609367
Proceeding ID No. 2477**

1 Introduction and background

1. On March 4, 2013, the Alberta Utilities Commission (AUC or Commission) issued Decision [2013-072](#),¹ dealing with the 2012 performance-based regulation (PBR) compliance filings of AltaGas Utilities Inc. (AltaGas), ATCO Electric Ltd. (ATCO Electric), ATCO Gas and Pipelines Ltd. (ATCO Gas), EPCOR Distribution & Transmission Inc. (EPCOR) and FortisAlberta Inc. (Fortis), (jointly referred to as the companies). The decision directed the companies to make a PBR second compliance filing by March 18, 2013. The second compliance filings were to include proposed distribution rates to be effective April 1, 2013.
2. In accordance with the directions in Decision 2013-072, on March 18, 2013, the companies submitted their respective PBR second compliance filing applications which included proposed distribution rates to be effective April 1, 2013.
3. On March 19, 2013, the Commission issued a notice of proceeding stating that parties that were already registered in Proceeding ID No. 2477 did not need to file a new statement of intent to participate. The Commission solicited statements of intent to participate from any party not already registered in the proceeding that wished to intervene or participate. The Commission determined that the proceeding to review the second compliance filing applications will follow the minimum written process described in Bulletin [2010-16](#)² dated April 26, 2010, and established a procedural schedule.
4. In Decision 2013-072, the Commission indicated that following a preliminary review by the Commission, it would approve 2013 PBR interim rates for each of the companies effective April 1, 2013, based on the assumption that the second compliance filings align with the findings of the Commission in Decision 2013-072. The written process to review the second compliance filings will commence subsequent to implementation of interim rates on April 1, 2013 with any subsequent adjustments to rates to be implemented later in 2013.³
5. This decision relates to the setting of interim distribution rates effective April 1, 2013 for each of AltaGas, ATCO Electric, ATCO Gas, EPCOR and Fortis.

¹ Decision 2013-072: 2012 Performance-Based Regulation Compliance Filings AltaGas Utilities Inc., ATCO Electric Ltd., ATCO Gas and Pipelines Ltd., EPCOR Distribution & Transmission Inc. and FortisAlberta Inc., Application No. 1608826, Proceeding ID No. 2130, March 4, 2013.

² Bulletin 2010-16, Performance Standards for Processing Rate-Related Application, April 26, 2010.

³ Decision 2013-072, page 48, paragraph 252.

2 April 1, 2013 interim distribution rates

6. The Commission has conducted a preliminary review of the companies' second compliance filing applications and attached rate calculations. Based on this preliminary review, the Commission finds that the companies' PBR second compliance filings and the resulting customer rates generally align with the findings of the Commission in Decision 2013-072. Accordingly, the Commission approves the proposed PBR distribution rates and accompanying terms and conditions of service on an interim basis, effective April 1, 2013.

7. As set out in its correspondence of March 19, 2013, the Commission will conduct a detailed review of the calculated PBR rates as well as proposed terms and conditions in accordance with the written process established for this proceeding.⁴

8. For purposes of regulatory efficiency, the Commission has included, as appendices to this decision, the companies' rate schedules, reflecting the approved April 1, 2013 interim distribution rates and the accompanying terms and conditions of service. References to individual company schedules are provided in the table below:

Company	Appendix No.	Attached schedules
AltaGas	Appendix 1	Part A - AltaGas April 1, 2013 interim distribution rates Part B – AltaGas terms and conditions: General conditions of service Natural gas utility service rules Retailer distribution service rules Retailer distribution service contract Producer transportation service rules Demand/commodity general service contract for customer served by optional rates 3 or 13
ATCO Electric	Appendix 2	Part A – ATCO Electric April 1, 2013 interim distribution rates Part B – ATCO Electric customer terms and conditions Part C – ATCO Electric retailer terms and conditions
ATCO Gas	Appendix 3	Part A – ATCO Gas North April 1, 2013 interim distribution rates Part B – ATCO Gas South April 1, 2013 interim distribution rates Part C – ATCO Gas distribution access service terms and conditions Part D – ATCO Gas distribution service connections terms and conditions
EPCOR	Appendix 4	Part A – EPCOR April 1, 2013 interim distribution rates Part B – EPCOR distribution access service terms and conditions Part C – EPCOR distribution connection service terms and conditions Part D – EPCOR distribution tariff policies
Fortis	Appendix 5	Part A – Fortis April 1, 2013 interim distribution rates Part B – Fortis customer terms and conditions Part C – Fortis retailer terms and conditions

⁴ Exhibit 18.

9. In approving interim rates, the Commission is not expressing a view with respect to the companies' PBR second compliance applications and proposed terms and conditions of service, including compliance with the Commission's directions as set out in Decision 2013-072, the determination of going-in rates, the application of the I-X indexing mechanism, and any other adjustments proposed by the companies in deriving their respective April 1, 2013 rates.

3 Order

10. It is hereby ordered that:

- (1) Appendix 1 is approved on an interim basis as the distribution rates schedule and terms and conditions of service for AltaGas Utilities Inc., effective April 1, 2013.
- (2) Appendix 2 is approved on an interim basis as the distribution rates schedule and terms and conditions of service for ATCO Electric Ltd., effective April 1, 2013.
- (3) Appendix 3 is approved on an interim basis as the distribution rates schedule and terms and conditions of service for ATCO Gas and Pipelines Ltd., effective April 1, 2013.
- (4) Appendix 4 is approved on an interim basis as the distribution rates schedule and terms and conditions of service for EPCOR Distribution & Transmission Inc., effective April 1, 2013.
- (5) Appendix 5 is approved on an interim basis as the distribution rates schedule and terms and conditions of service for FortisAlberta Inc., effective April 1, 2013.

Dated on March 22, 2013.

The Alberta Utilities Commission

(original signed by)

Mark Kolesar
Vice-Chair

(original signed by)

Bill Lyttle
Commission Member

(original signed by)

Henry van Egteren
Commission Member

Appendix 1 – AltaGas Utilities Inc.

[\(return to text\)](#)

Part A - AltaGas April 1, 2013 interim distribution rates



Appendix 1 - Part A -
AltaGas Apr 1 2013 ir

(consists of 23 pages)

Part B – AltaGas terms and conditions of services



Appendix 1 - Part B -
AltaGas terms and co

(consists of 121 pages)

Appendix 2 – ATCO Electric Ltd.

[\(return to text\)](#)

Part A – ATCO Electric April 1, 2013 interim distribution rates



Appendix 2 - Part A -
ATCO Electric Apr 1 2

(consists of 49 pages)

Part B – ATCO Electric customer terms and conditions



Appendix 2 - Part B -
ATCO Electric custom

(consists of 93 pages)

Part C – ATCO Electric retailer terms and conditions



Appendix 2 - Part C -
ATCO Electric retailer

(consists of 58 pages)

Appendix 3 – ATCO Gas and Pipelines Ltd.

[\(return to text\)](#)

Part A – ATCO Gas North April 1, 2013 interim distribution rates



Appendix 3 - Part A -
ATCO Gas North April

(consists of 15 pages)

Part B – ATCO Gas South April 1, 2013 interim distribution rates



Appendix 3 - Part B -
ATCO Gas South April

(consists of 16 pages)

Part C – ATCO Gas distribution access service terms and conditions



Appendix 3 - Part C -
ATCO Gas distributor

(consists of 73 pages)

Part D – ATCO Gas distribution service connections terms and conditions



Appendix 3 - Part D -
ATCO Gas distributor

(consists of 48 pages)

Appendix 4 – EPCOR Distribution & Transmission Inc.

[\(return to text\)](#)

Part A – EPCOR April 1, 2013 interim distribution rates



Appendix 4 - Part A -
EPCOR Apr 1 2013 int

(consists of 29 pages)

Part B – EPCOR distribution access service terms and conditions



Appendix 4 - Part B -
EPCOR distribution ac

(consists of 30 pages)

Part C – EPCOR distribution connection service terms and conditions



Appendix 4 - Part C -
EPCOR distribution cc

(consists of 55 pages)

Part D – EPCOR distribution tariff policies



Appendix 4 - Part D -
EPCOR distribution ta

(consists of 25 pages)

Appendix 5 – FortisAlberta Inc.

[\(return to text\)](#)

Part A – Fortis April 1, 2013 interim distribution rates



Appendix 5 - Part A -
Fortis Apr 1 2013 inte

(consists of 33 pages)

Part B – Fortis customer terms and conditions



Appendix 5 - Part B -
Fortis customer terms

(consists of 81 pages)

Part C – Fortis retailer terms and conditions



Appendix 5 - Part C -
Fortis retailer terms a

(consists of 50 pages)

RATE NO. 1	SMALL GENERAL SERVICE
-------------------	------------------------------

Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking, emergency or irrigation services.

Charges:

Fixed Charge:

Base	\$ 1.035/Day
Default Supply Provider Administration Fee.....	\$ 0.075/Day

Variable Energy Charge:

Base	\$ 1.833/GJ
Gas Cost Recovery.....	Rate Rider "D"
Third Party Transportation	Rate Rider "G"

The minimum daily charge will be the Fixed Charge.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 SGS
----------------------------------	---	--------------------

RATE NO. 2	LARGE GENERAL SERVICE (OPTIONAL)
-------------------	---

Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking or emergency services.

Charges:

Fixed Charge:

Base	\$ 11.203/Day
Default Supply Provider Administration Fee	\$ 0.071/Day

Variable Energy Charge:

Base	\$ 1.145/GJ
Gas Cost Recovery.....	Rate Rider "D"
Third Party Transportation	Rate Rider "G"

The minimum daily charge will be the Fixed Charge.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 LGS
----------------------------------	---	--------------------

RATE NO. 3	DEMAND GENERAL SERVICE (OPTIONAL)
-------------------	--

Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking or emergency services.

Charges:

Demand Charge \$ 0.256/Day/GJ
of Billing Demand

Fixed Charge:

Base \$ 25.847/Day
Default Supply Provider Administration Fee..... \$ 0.072/Day

Variable Energy Charge:

Base \$ 0.026/GJ
Gas Cost Recovery..... Rate Rider "D"
Third Party Transportation Rate Rider "G"

The minimum daily charge will be the Demand Charge and Fixed Charge.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 DCGS
----------------------------------	---	---------------------

RATE NO. 4	IRRIGATION PUMPING SERVICE (OPTIONAL)
-------------------	--

Description:

Available only to customers for the use of natural gas as a fuel for engines pumping irrigation water from **April 1 to October 31**, inclusive.

Charges:

	<u>April 1 to October 31</u>
Fixed Charge:	
Base	\$ 3.757/Day
Default Supply Provider Administration Fee.....	\$ 0.082/Day
Variable Energy Charge:	
Base	\$ 1.193/GJ
Gas Cost Recovery.....	Rate Rider "D"
Third Party Transportation	Rate Rider "G"

The minimum daily charge will be the Fixed Charge.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 IPS
----------------------------------	---	--------------------

RATE NO. 6	STANDBY, PEAKING, AND EMERGENCY SERVICE
-------------------	--

Description:

Available only at the option of the Company.

Charges:

Demand Charge \$ 0.256/Day/GJ
of Billing Demand

Fixed Charge:

Base \$ 25.847/Day
Default Supply Provider Administration Fee..... \$ 0.072/Day

Variable Energy Charge 1.3 times the Variable Base Charge of Rate No. 3
plus the greater of:
(a) 1.3 times the GCRR; or
(b) 1.3 times the actual cost of gas purchased

The minimum daily charge will be the Demand Charge and Fixed Charge.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 SPES
----------------------------------	---	---------------------

RATE NO. 10a	PRODUCER TRANSPORTATION SERVICE 'CLOSED RATE'
---------------------	--

Description:

Transportation service is available to the Rate 10a customer subject to the terms and conditions specified in the contract.

Charges:

	<u>1 Year</u>	<u>Term 2 Years</u>	<u>3 Years</u>
Fixed Charge per Month	\$ 250.00	\$ 250.00	\$ 250.00
Demand Charge per GJ of Billing Demand per Month.....	\$ 1.418	\$ 1.333	\$ 1.248
Energy Charge per GJ.....	\$ 0.019	\$ 0.019	\$ 0.019

- a) The minimum monthly charge will be the fixed plus demand charge.
- b) The Company and customer shall determine receipt and delivery locations for transportation service by consultation and agreement.
- c) Service under Rate 10a is subject to available system capacity.
- d) The Company reserves the right to restrict the amount of gas received and delivered up to the Contract Demand.
- e) Billing demand will be the higher of: contracted demand, the greatest amount of gas (GJ) transported in any consecutive 24-hour period, during the current or the previous 11 months.
- f) The rates do not include costs payable by the Customer for specific facilities at the point(s) of receipt or delivery provided by the Company for the Customer.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 PTS10a
----------------------------------	---	-----------------------

RATE NO. 10b	PRODUCER TRANSPORTATION SERVICE 'CLOSED RATE'
---------------------	--

Description:

Transportation service is available to the Rate 10b customer subject to the terms and conditions specified in the contract.

Charges:

Variable Energy Charge \$ 0.085/GJ

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 PTS10b
----------------------------------	---	-----------------------

RATE NO. 10c	PRODUCER TRANSPORTATION SERVICE 'CLOSED RATE'
---------------------	--

Description:

Transportation service is available to the Rate 10c customer subject to the terms and conditions specified in the contract.

Charges:

Demand Charge \$ 0.020/Day/GJ of Billing
Demand

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 PTS10c
----------------------------------	---	-----------------------

RATE NO. 11	SMALL GENERAL SERVICE FOR RETAILER
--------------------	---

Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Charges:

Fixed Charge:

Base \$ 1.035/Day

Variable Energy Charge:

Base \$ 1.833/GJ
Third Party Transportation Rate Rider "G"

The minimum daily charge will be the Fixed Charge.
This service is not available for standby, peaking or emergency services.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 SGS-R
----------------------------------	---	----------------------

RATE NO. 12	LARGE GENERAL SERVICE (OPTIONAL) FOR RETAILER
--------------------	--

Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Charges:

Fixed Charge:

Base \$ 11.203/Day

Variable Energy Charge:

Base \$ 1.145/GJ
Third Party Transportation Rate Rider "G"

The minimum daily charge will be the Fixed Charge.
This service is not available for standby, peaking or emergency services.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 LGS-R
----------------------------------	---	----------------------

RATE NO. 13	DEMAND GENERAL SERVICE (OPTIONAL) FOR RETAILER
--------------------	---

Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Charges:

Demand Charge \$ 0.256/Day/GJ
of Billing Demand

Fixed Charge:

Base \$ 25.847/Day

Variable Energy Charge:

Base \$ 0.026/GJ
Third Party Transportation Rate Rider "G"

The minimum daily charge will be the Demand Charge and Fixed Charge.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 DCGS-R
----------------------------------	---	-----------------------

RATE NO. 14	IRRIGATION PUMPING SERVICE (OPTIONAL) FOR RETAILER
--------------------	---

Description:

Distribution service is available to retailers under contract for the delivery of retail supply. Available to retailers only for the use of natural gas as a fuel for engines pumping irrigation water from **April 1 to October 31**, inclusive.

Charges:

	<u>April 1 to October 31</u>
Fixed Charge:	
Base	\$ 3.757/Day
Variable Energy Charge:	
Base	\$ 1.193/GJ
Third Party Transportation	Rate Rider "G"

The minimum daily charge will be the Fixed Charge.
This service is not available for standby, peaking or emergency services.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 IPS-R
----------------------------------	---	----------------------

SPECIAL CONTRACT RATE NO. 30	TRANSPORTATION SERVICE 'CLOSED RATE'
---	---

Description:

Transportation service is available to the Rate No. 30 customer for the term and conditions specified in the contract.

Charges:

Fixed Charge	\$ 250.00/Month
Energy Charge.....	\$ 0.230/GJ

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: January 1, 2013 Decision 2012-347	Page 1 of 1 TS-RT30
----------------------------------	---	------------------------

RATE RIDER “A”	FRANCHISE TAX RIDERS
-----------------------	-----------------------------

Municipalities

Additions to be made to the rates of customers resident in municipalities that have agreed to accept a percentage of gross revenue of the special franchise tax in lieu of a property tax pursuant to Section 360 of the *Municipal Government Act, 1994, c. M-26.1* (previously Section 14(7) and 14(8) of the *Municipal Taxation Act*).

The percentage shown is to be applied as an addition to the total billings calculated.

<u>Municipality</u>	<u>District</u>	<u>Type</u>	<u>Rate (%)</u>	<u>Decision/Order</u>	<u>Effective Date¹ (yyyy-mm-dd)</u>
Athabasca	Athabasca	Town	6.00	U2009-75	2009-05-19
Hairy Hill	Two Hills	Village	5.00	E95078	1999-01-01
Radway	Westlock	Village	3.00	E90046	1998-03-01

¹ Any bill rendered after this date is subject to the corresponding rate.

RATE RIDER “A”	FRANCHISE TAX RIDERS
-----------------------	-----------------------------

Métis Settlements

Additions to be made to the rates of customers resident in Métis Settlements that have by bylaw approved Utility Services Agreements providing for the payment of annual utility service fees calculated as a percentage of gross revenues.¹ The percentage shown is to be applied as an addition to the total billings calculated.

<u>Métis Settlement</u>	<u>District</u>	<u>Rate (%)</u>	<u>Decision/Order</u>	<u>Effective Date²</u> <u>(yyyy-mm-dd)</u>
Buffalo Lake	St. Paul	7.00	U2000-236	2000-07-15
Fishing Lake	St. Paul	5.00	U97153	1998-03-01
Gift Lake	Wabasca	7.00	U2003-378	2003-10-01
Kikino	St. Paul	7.00	U2000-107	2000-05-01

¹The *Métis Settlements Act* (S.A. 1998 Chapter M-14.3) enables the Métis Settlements General Council to legislate by Policy and Settlement Councils to legislate by bylaw on matters related to the operations of utilities within the settlement areas, including the granting of interests in land, the assessment and taxation of these interests, and the licensing of related activities. [s.222(1); Sch.1, ss.14, 19]. Under Métis Settlements General *Council Public Utilities Policy* (GC-P9804; Alberta Gazette, Nov.30, 1998, p.2221) a Settlement may enter into Utility Service Agreement allowing a utility to use land and provide utility services in the Settlement Area and providing for the utility to pay an all inclusive annual service fee. The fee may be determined as a percentage of gross revenue received from services provided in the Settlement Area. Each of the listed Settlements has entered into a Utility Service Agreement with AltaGas Utilities. Under the *Public Utility Policy* [s.2.3(3)] the Service Agreement takes effect on being approved by bylaw and by the Alberta Energy and Utilities Board.

² Any bill rendered after this date is subject to the corresponding rate.

RATE RIDER “A”	FRANCHISE TAX RIDERS
-----------------------	-----------------------------

Municipalities Governed by Standardized Franchise Agreement

For each calendar year the franchise fee will be calculated as a percentage of the Company’s actual total revenue derived from the Gas Distribution Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas) in that year for Gas Distribution Service within the Municipal Area.

<u>Municipality</u>	<u>Type</u>	<u>District</u>	<u>Rate (%)</u>	<u>Decision / Order</u>	<u>Effective Date⁴ (yyyy-mm-dd)</u>
Barrhead	Town	BMW ¹	8.00	2009-20	2009-04-02
Beaumont	Town	Leduc	21.20	2005-287	2005-08-13
Bonnyville	Town	Bonnyville	20.00	2003-68	2003-10-16
Bonnyville Beach	Summer Village	Bonnyville	0.00	2005-321	2005-09-26
Botha	Village	Stettler	10.00	2004-260	2004-09-29
Calmar	Town	Leduc	20.00	2004-240	2011-01-01
Crystal Springs	Summer Village	Leduc	0.00	2005-117	2005-03-09
Delia	Village	Hanna	11.00	2007-363	2011-01-01
Donalda	Village	Stettler	13.50	2009-157	2009-11-04
Drumheller	Town	Drumheller	27.00	2004-440	2004-12-17
Elk Point	Town	St. Paul	16.00	2010-158	2010-06-15
Glendon	Village	St. Paul	4.62	2004-264	2004-09-16
Grande Cache	Town	Grande Cache	25.00	2011-113	2011-07-01
Grandview	Summer Village	Leduc	0.00	2010-178	2010-07-08
Hanna	Town	Hanna	9.85	2007-133	2007-06-08
High Level	Town	High Level	30.00	2004-273	2011-01-01
Island Lake	Summer Village	Athabasca	0.00	2005-85	2005-03-24
Leduc ²	City	Leduc	27.00	2005-276	2005-07-09
Leduc ³	City	Leduc	35.00	2005-276	2005-07-09
Ma-Me-O Beach	Summer Village	Leduc	0.00	2009-67	2009-03-21
Mewatha Beach	Summer Village	Athabasca	6.00	2005-207	2005-07-12
Morinville	Town	BMW	19.00	2005-142	2005-04-28
Morrin	Village	Drumheller	12.00	2010-378	2011-02-01
Munson	Village	Drumheller	11.00	2004-291	2004-12-01
Pelican Narrows	Summer Village	Bonnyville	0.00	2006-162	2006-06-20
Pincher Creek	Town	Pincher Creek	20.00	2004-293	2004-09-16
Poplar Bay	Summer Village	Leduc	0.00	2010-199	2010-08-19
Rochon Sands	Summer Village	Stettler	0.00	2007-212	2007-08-14
St. Paul	Town	St. Paul	22.00	2004-289	2004-11-10
Stettler	Town	Stettler	18.00	2004-247	2004-08-27
Sunset Beach	Summer Village	Athabasca	3.00	2008-247	2008-09-24
Three Hills	Town	Three Hills	9.00	2010-382	2010-11-01
Two Hills	Town	Two Hills	15.00	2005-135	2009-01-07
Waskatenau	Village	BMW	8.00	2004-421	2004-12-22
Westlock	Town	BMW	18.00	2004-232	2009-01-07
White Sands	Summer Village	Stettler	0.00	2008-130	2008-05-29
Willingdon	Village	Two Hills	6.00	2005-005	2005-01-26

¹ BMW denotes Barrhead, Morinville and Westlock.

² Does not apply to service under Rates 3 or 13.

³ Applies only to service under Rates 3 and 13.

⁴ Any bill rendered after this date is subject to the corresponding rate.

RATE RIDER “B”	DISTRICT & MUNICIPAL PROPERTY TAX RIDERS
-----------------------	---

Additions to be made to the rates of customers resident in municipalities that receive a property tax assessed pursuant to Section 353 of the *Municipal Government Act, R.S.A. 2000 c.M-26*. The addition is an estimated percentage of distribution revenues required to provide for the tax payable each year. To the extent that this percentage may be more or less than that required to pay the tax, the percentage of distribution revenue in the rider will be adjusted on an annual basis. The percentages are filed with the Alberta Utilities Commission.

Rate Rider “B” is to be applied as an addition to the total billings calculated for the following areas:

District Property Tax Riders

<u>District</u>	<u>Rate (%)</u>	<u>Effective Date</u> ¹
Athabasca	4.8026	January 1, 2013
Barrhead, Morinville, Westlock	2.6880	January 1, 2013
Bonnyville	2.0018	January 1, 2013
Drumheller	0.3488	January 1, 2013
Grande Cache	n/a	January 1, 2013
Hanna	1.7216	January 1, 2013
High Level	2.8218	January 1, 2013
Leduc	1.2671	January 1, 2013
Pincher Creek	1.4315	January 1, 2013
St. Paul	2.9565	January 1, 2013
Southeast	1.8324	January 1, 2013
Stettler	1.4588	January 1, 2013
Three Hills	1.4577	January 1, 2013
Two Hills	3.9614	January 1, 2013

		Page 1 of 2 RIDER “B”
--	--	--------------------------

RATE RIDER “B”	DISTRICT & MUNICIPAL PROPERTY TAX RIDERS
-----------------------	---

**Municipality-Specific Property Tax Riders
(Incremental to applicable District Property Tax Rider)**

<u>Municipality</u>	<u>Type</u>	<u>District</u>	<u>Rate (%)</u>	<u>Effective Date</u> ¹
Barrhead	Town	BMW ²	3.5903	January 1, 2013
Beaumont	Town	Leduc	2.0657	January 1, 2013
Bonnyville Beach	Summer Village	Bonnyville	1.3075	January 1, 2013
Bonnyville	Town	Bonnyville	2.6089	January 1, 2013
Botha	Village	Stettler	2.5620	January 1, 2013
Calmar	Town	Leduc	4.2338	January 1, 2013
Crystal Springs	Summer Village	Leduc	1.1464	January 1, 2013
Delia	Village	Hanna	7.3406	January 1, 2013
Donalda	Village	Stettler	4.1688	January 1, 2013
Drumheller	Town	Drumheller	3.6596	January 1, 2013
Elk Point	Town	St. Paul	4.1858	January 1, 2013
Glendon	Village	St. Paul	4.3170	January 1, 2013
Grande Cache	Town of	Grande Cache	2.2635	January 1, 2013
Grandview	Summer Village	Leduc	0.7243	January 1, 2013
Hanna	Town	Hanna	3.4135	January 1, 2013
High Level	Town	High Level	2.3355	January 1, 2013
Island Lake	Summer Village	Athabasca	1.9355	January 1, 2013
Leduc	City	Leduc	2.6583	January 1, 2013
Ma-Me-O Beach	Summer Village	Leduc	1.1863	January 1, 2013
Mewatha Beach	Summer Village	Athabasca	0.0000	January 1, 2013
Morinville	Town	BMW	1.9601	January 1, 2013
Morrin	Village	Drumheller	2.9779	January 1, 2013
Munson	Village	Drumheller	3.1323	January 1, 2013
Pelican Narrows	Summer Village	Bonnyville	1.6125	January 1, 2013
Pincher Creek	Town	Pincher Creek	3.3087	January 1, 2013
Poplar Bay	Summer Village	Leduc	1.3420	January 1, 2013
Rochon Sands	Summer Village	Stettler	0.8766	January 1, 2013
St. Paul	Town	St. Paul	3.6733	January 1, 2013
Stettler	Town	Stettler	3.2002	January 1, 2013
Sunset Beach	Summer Village	Athabasca	1.4749	January 1, 2013
Three Hills	Town	Three Hills	2.9758	January 1, 2013
Two Hills	Town	Two Hills	4.5263	January 1, 2013
Waskatenau	Village	BMW	3.4552	January 1, 2013
Westlock	Town	BMW	4.6087	January 1, 2013
White Sands	Summer Village	Stettler	3.0041	January 1, 2013
Willingdon	Village	Two Hills	12.4812	January 1, 2013
Zama Lake	Town	High Level	33.9790	January 1, 2013

¹ Any bill rendered on or after this date is subject to the corresponding rate.

² BMW denotes Barrhead, Morinville and Westlock.

RATE RIDER "C"	DEEMED COST OF GAS RIDER
-----------------------	---------------------------------

**TO ALL RETAILER DISTRIBUTION SERVICE RATES IN THE DETERMINATION OF THE
DEEMED COST OF GAS FOR CALCULATING RATE RIDER "A"**

To be applied to the amount of natural gas delivered under Retailer Distribution Service in the determination of municipal franchise tax payable (Rider "A") to municipalities that have agreed to accept payment of a percentage of gross revenues of the special franchise pursuant to Section 360 of the *Municipal Government Act* R.S.A. 2000, c. M-26.

The Deemed Cost of Gas Rider is equal to Rider "D" as amended from time to time and approved by the Alberta Utilities Commission.

EFFECTIVE DATE: Acknowledged Monthly	REPLACING RATE EFFECTIVE: Acknowledged Monthly	Page 1 of 1 RIDER "C"
---	---	--------------------------

RATE RIDER “D”	GAS COST RECOVERY RATE RIDER
-----------------------	-------------------------------------

TO ALL SALES SERVICE RATES FOR THE RECOVERY OF GAS COSTS

To be applied to the energy sold to all sales service rates unless otherwise specified by specific contracts.

The recovery of Gas Costs is subject to reconciliation based on actual experienced Gas Costs as approved by the Alberta Utilities Commission.

Gas Cost Recovery Rate:

First Day of Month to Last Day of Month:

Dollars per GJ

EFFECTIVE DATE: Acknowledged Monthly	REPLACING RATE EFFECTIVE: Acknowledged Monthly	Page 1 of 1 RIDER “D”
---	---	--------------------------

AltaGas Utilities Inc.

RATE RIDER “E”	UNACCOUNTED-FOR GAS RIDER
-----------------------	----------------------------------

FOR THE DETERMINATION OF UNACCOUNTED-FOR GAS

The Unaccounted-For Gas Rate Rider will be used in the calculation of the Gas Cost Recovery Rate Rider ‘D’, the Third Party Transportation Rate Rider ‘G’ and to determine the amount of Unaccounted-For Gas as defined in AltaGas Utilities Inc.’s Terms and Conditions of Service.

Unaccounted-For Gas Rider: 1.24%

EFFECTIVE DATE: November 1, 2012 Decision 2012-292	REPLACING RATE EFFECTIVE: November 1, 2011 Decision 2011-425	Page 1 of 1 RIDER “E”
--	--	--------------------------

AltaGas Utilities Inc.

RATE RIDER “F”	“YEAR” DEFICIENCY RIDER
-----------------------	--------------------------------

Description:

Identify the customers and the revenue types the Deficiency Rider will be applied to as well as any exceptions. The period to which the Deficiency Rider is being applied to is also identified.

Example: “This rider applies to all distribution service customers’ actual billed distribution revenue, excluding gas charges, on statements processed in the January 2007 through December 2007 billing cycles.”

Rate:

“Year” Deficiency Rider..... Deficiency Rate (% , \$/GJ)

Application:

Identify when the rider will be collected, including ‘start date’ and ‘end date’.

Example: “To be collected over the billing cycles of November 2008 through February 2009.”

EFFECTIVE DATE:		Page 1 of 1 RIDER “F”
-----------------	--	--------------------------

AltaGas Utilities Inc.

RATE RIDER “G”	THIRD PARTY TRANSPORTATION COST RIDER
-----------------------	--

**TO ALL DISTRIBUTION SERVICE RATES FOR THE RECOVERY OF
THIRD PARTY TRANSPORTATION COSTS**

To be applied to the energy delivered to default supply and retail supply distribution service customers.

The recovery of third party transportation costs is subject to reconciliation based on actual experienced third party transportation costs as approved by the Alberta Utilities Commission.

Third Party Transportation Cost Recovery Rate:

First Day of Month to Last Day of Month: Dollars per GJ

EFFECTIVE DATE: Acknowledged Monthly	REPLACING RATE EFFECTIVE: Acknowledged Monthly	Page 1 of 1 RIDER “G”
---	---	--------------------------

AltaGas Utilities Inc.

GENERAL CONDITIONS OF SERVICE

1. AltaGas Utilities Inc.'s default rate tariff and distribution tariff are subject to change and approval by the Alberta Utilities Commission. Information about AUI's approved default rate and distribution tariffs is available on the AltaGas Utilities Inc. website at www.altagasutilities.com.
2. Service sites are subject to all applicable rate riders as approved by the Alberta Utilities Commission.
3. Service provided under a special contract is subject to the terms and conditions of that contract, unless the Alberta Utilities Commission orders a variance to those terms and conditions.
4. AUI requires at least one (1) month prior written notice for a customer-initiated request to transfer an account from one rate class to another (i.e. between Small General Service, Large General Service, or Demand General Service). AUI may not make the transfer if associated changes in service requirements make it unreasonable to do so. There may be charges for additions or modifications to lines and equipment to accommodate a change in service requirements.
5. A service site using natural gas as a fuel for pumping irrigation water is restricted to the Irrigation Pumping Service rate class.
6. An account will retain the same rate class in the event of a change in gas supply unless a rate class change is being performed pursuant to Part 6 of the Natural Gas Utility Service Rules.

EFFECTIVE DATE: April 1, 2013	REPLACING RATE EFFECTIVE: March 8, 2011 Decision 2011-073	Page 1 of 1 GCS
----------------------------------	---	--------------------

AltaGas Utilities Inc.

AltaGas Utilities Inc.

**NATURAL GAS UTILITY
SERVICE RULES**

Effective: April 1, 2013

A Guide to These Rules

Part 1	What these Rules are about.....	1
Part 2	Signing up for gas distribution service	2
Part 3	Installing or changing your gas distribution service	5
Part 4	Rights and responsibilities once gas distribution service begins	10
Part 5	Measuring use and charges	12
Part 6	Service charges	13
Part 7	Paying your bills	15
Part 8	Arranging your gas supply	19
Part 9	Stopping utility services or gas distribution service	20
Part 10	Liability, responsibility and other legal matters	25
Part 11	List of definitions	26
	Special Charges Schedule	28
	Contact Information	32

AltaGas Utilities Inc. NATURAL GAS UTILITY SERVICE RULES

Part 1 What these Rules are about

We run the system that brings natural gas to you

1. We are AltaGas Utilities Inc. (AUI), a gas utility committed to providing our customers with safe, reliable, and economical natural gas *utility service*. Our *utility service* can be *gas distribution service*, by itself, or *gas distribution service* and *default supply* combined.

You need to know what type of services you can receive

2. It is important for you to know what type of services you can receive to understand these Rules. To start, you need to know who supplies your natural gas.
 - a) If you buy your natural gas from us, you are a *default supply* customer.
 - b) If you have a contract (written, verbal or electronic) to buy your natural gas from a retailer, you are a *retail supply* customer.
3. Regardless of who you purchase your natural gas from, the delivery of the gas (your *gas distribution service*) is done by us.
4. You are free to choose between *default supply* and *retail supply*. Receiving *gas distribution service* does not depend on who supplies your natural gas. For more information about natural gas suppliers and making energy supply choices, you should contact the Government of Alberta's Utilities Consumer Advocate. Their contact information is provided at the end of these Rules.
5. Unless specifically identified, these Rules apply to both *default supply* and *retail supply* customers.

Everyone on our system helps pay for it, so we need rules

6. All our customers help pay the costs of building, operating and maintaining *our system* – the things we install to provide *gas distribution service* to our customers, including you. The lower the costs are, the lower our rates can be. Keeping costs down, while maintaining safety and reliability, takes cooperation and rules.

These Rules govern the relationship between us

7. These are the rules for *our system*. They govern how we serve you and how you take service from us. They are part of every *service agreement* – the agreement between us, as the provider of *utility service*, and you, as our customer. We have a *service agreement* with you whether you sign a contract or we simply begin providing you with *utility service* on the basis of these Rules.
8. No agreement can waive or alter any part of these Rules unless it has been approved by the *Commission*.

These Rules are approved by the Alberta Utilities Commission

9. These Rules are approved by the Alberta Utilities *Commission* and cannot be changed without its approval. Once the *Commission* approves the Rules, they are legally binding on you and us.
10. If there is any conflict between these Rules and a specific direction in an Order of the *Commission*, the Order takes priority.

Italicized terms are defined at the end of these Rules

11. In these Rules some words are in italics and have special meanings. These terms are defined in a List of Definitions in Part 11 of these Rules.

Access to these Rules

12. These Rules are available on our website at www.altagasutilities.com or may be requested by using our General Inquiry contact information located at the end of these Rules.

Part 2 Signing up for gas distribution service

To get gas distribution service, you or your retailer has to sign up

1. If you are a *default supply* customer and want us to start providing you with *gas distribution service*, you have to tell us. We may not be able to provide service until you sign an application or give us written confirmation you accept responsibility for an account with us.
2. If you are a *retail supply* customer, whether you or your *retailer* contacts us will depend on your *service requirements*:

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

- If you require new *lines and equipment* or changes to the existing *gas distribution system* to meet your *service requirements*, you should contact us directly to discuss your requirements. Please use the General Inquiry contact information located at the end of these Rules.
 - If no changes are required to meet your *service requirements*, your *retailer* can sign up on your behalf as long as your *retailer* can provide the necessary information we require to properly serve you. We will use the information we receive to set up an account for you on *our system*.
3. Our ability to provide service will also depend on your *service requirements* and whether our *lines and equipment* are set up to serve you.

To provide proper service, we need to know you and your requirements

4. For us to provide the right service and charge the right rates, we will need some information about you when you, or your *retailer*, sign up for *gas distribution service*. For example, we will need to know the amount of gas you expect to use and how it will be used. We will also need emergency contact information and may need other information such as credit information.
5. Our ability to provide proper service relies on being aware of any changes to the information we have about you. If any of your information needs to be updated, it is your responsibility to provide the most current information as soon as reasonably possible.
- a) If you are a *default supply* customer, you need to contact us. To contact us, please use the General Inquiry contact information located at the end of these Rules.
 - b) If you are a *retail supply* customer and have a contract with a *retailer*, you must provide your *retailer* with your updated information. Your *retailer* is responsible for sending us your updated information.

Our agreement starts when we start providing gas distribution service

6. A *service agreement* is in place as soon as we are told to provide the service and one of the following occurs:
- We begin providing the *gas distribution service* to you; or
 - We start doing the things necessary to provide the *gas distribution service*.
7. If you are a *default supply* customer we do not have a *service agreement* or an obligation to serve you simply because you have given us an application form for installation of a new service or a cash deposit.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

8. If you are a *retail supply* customer we do not have a *service agreement* or an obligation to serve you simply because you have signed an agreement with a *retailer*.

There is a fee to assume service

9. You may be able to receive *gas distribution service* from *our system* without us needing to install any new *lines and equipment*.
- a) If you are a *default supply* customer and assume *gas distribution service* at a *service site*, you must pay the Account Activation Fee to cover the cost of activating your account.
 - b) An account is required for all customers, both *default supply* and *retail supply* customers. Depending on the work required to activate a *retail supply* customer account, we may also charge the Account Activation Fee to a *retail supply* customer.
 - c) The Account Activation Fee does not apply if we are installing new *lines and equipment* to provide you with *gas distribution service*.
10. The amounts of the Account Activation Fee and other Special Charges are set out in the Special Charges Schedule located at the end of these Rules.

Special agreements may be required

11. Demand General Service customers are required to enter into a Demand General Service Contract with us.
12. Customers with special *service requirements* may be required to enter into a special agreement with us. The special agreement can identify additional responsibilities not included in these Rules and other information we may need to properly serve you.

These Rules always apply

13. In any case, however a *service agreement* is made, it includes these Rules as if they were in a paper contract we signed with you.

You let us use your land to serve you

14. To serve you, we need some rights to use the *service land* – the parcel of land where the *service site* is located. The *service site* is the building or thing we provide *gas distribution service* to under the *service agreement*. For example, for typical *gas distribution service* to a home, the *service site* would be the house and the *service land* would be the parcel of land where the house is built. If the *service agreement* is not clear, we are permitted to name anything as the *service site* fitting the general intent of the *service agreement*.
-

You may not charge us for using your land to serve you

15. When you make a *service agreement* with us, you are granting us, at no charge, all reasonable land-related rights we need to provide *gas distribution service* to your *service site* and to install and maintain all our *lines and equipment*. Those rights may include easements and utility rights-of-way on any of your land for *lines and equipment* required to serve your *service site*, even if it is not the *service land*. It also includes the right to enter the land and dig it up to install, repair, replace, maintain and inspect the *lines and equipment*. We will try our best to minimize the inconvenience to you and the damage to your property when we do this work and we will reasonably restore your land when we are finished. If someone other than you has to give us the right to use the land, we may ask for your help in getting the land rights needed to serve you. If we cannot acquire these land rights, we may not be able to serve you.

Part 3 Installing or changing your gas distribution service

3.1 Connecting you to our system

If someone else turned the gas off, we normally will not charge a reconnection fee

1. If your *service site* was temporarily disconnected from *our system* (the gas was turned off), you are not expected to pay a reconnection fee to have the gas turned back on – unless you are the customer who originally caused the disconnection. Please refer below to Part 6 – Service charges about temporarily disconnecting from *our system*.

We do all work on our system

2. When it comes to *our system*, we have a basic rule – only our employees or our agents can work on it. This includes installing, maintaining, or removing a service line, as well as doing extensions, replacements, changes, connections to, or disconnections from, *our system*. No one else can do any of this kind of work unless we have given them specific permission in writing. This rule is necessary because we are very concerned about safety.

You are responsible for getting permits and/or inspections

3. Municipal bylaws or provincial laws may require you to get permits and/or inspections before we can provide you with *gas distribution service* at a new *delivery point* or continue *gas distribution service* at a *delivery point* where there have been changes to your piping or appliances. Getting those permits and/or inspections is your responsibility and we may not be able to start work or provide *gas distribution service* until you have them completed. We may also stop *gas distribution service* if you do not have a legally required permit.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

Your application for installing your gas distribution service may be rejected

4. We may reject your application for *gas distribution service* for any of the following reasons:
 - a) You do not have *good payment history* with us;
 - b) You do not make a proper application for service;
 - c) You refuse to sign any special agreement required for the type of service you need; or
 - d) Your *service requirements* would prevent us from providing safe, reliable and economical service to you or to others.

We will schedule installation after all requirements have been met

5. We will schedule the installation of our *lines and equipment* after you have complied with our application and contribution requirements, have acquired all necessary permits, inspections and approvals, and we have accepted your application for *gas distribution service*.

We may not be able to provide gas distribution service right away

6. We will try to install our *lines and equipment* as soon as we can after you apply, but the installation may not be right away. For example, it may not make sense to try to bury pipe in frozen ground. In short, we will not start an installation until we think it makes sense.

You pay to install and remove temporary gas distribution service

7. If you want us to install *lines and equipment* we determine are unlikely to be permanent, you will have to provide payment in advance to cover installation and removal costs. In addition, if the service is expected to be for less than six months, you may be required to prepay an amount equal to our estimated cost of service.

We do not have to provide service if the costs are greater than the benefits

8. Because all our customers share the cost of building and operating *our system*, we will not provide service unless we think the benefit to *our system* of doing so justifies the cost. If we decide it does not make sense to serve you without an additional non-standard non-refundable contribution and you disagree, you can ask the *Commission* to order us to provide the *gas distribution service* to you.

3.2 Placing the lines and equipment

We decide where to place the lines and equipment

1. We are very concerned about safety and efficiency. Before we provide *gas distribution service*, we have to decide what *lines and equipment* will be installed, where they will be placed and how much clear space must be left around them.
2. If you cannot provide a suitable location for the *lines and equipment*, we cannot provide the *gas distribution service*.

We may allow a different location

3. You may want the *lines and equipment* put somewhere other than the location we have selected. We can only do that if we consider your proposed location safe and serviceable. The same applies for moving any part of the *lines and equipment* after they are installed.

We will pick the best place for the meter

4. We decide where to put the meter. Except in very unusual circumstances, the meter will be located on the outside of the *service site*. If you want the meter located inside, we will put it as close as possible to the point where the service line enters the building. You may be charged the extra cost of running the connecting pipe from where the service line enters the *service site* to the meter.

To get gas distribution service at more than one point takes a special agreement

5. Unless you make a special agreement with us, there is only one *delivery point* for your *service site* and that is the outlet of the meter installed at the *service site*. If you want more than one *delivery point* at the *service site*, we can put them in provided you pay the extra cost.

3.3 Charges for installing or changing the lines and equipment

You may have to pay a non-refundable contribution to get gas distribution service

1. To be fair to the other customers sharing the costs of *our system*, we may require you to pay a non-refundable contribution towards the cost of the *lines and equipment* we need to install to provide you with *gas distribution service*.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

Non-refundable contributions can be standard or non-standard

2. A standard non-refundable contribution is the minimum contribution we require and the amount depends on the location of your *service site*. If the cost of providing *gas distribution service* to you exceeds the criteria for a standard non-refundable contribution, you must pay an additional non-standard non-refundable contribution amount.

The Commission approves the way we calculate non-refundable contributions

3. We submit our standard non-refundable contributions to the Commission when we set them and whenever we change them. You can get a current list of our standard non-refundable contributions through our website at www.altagasutilities.com or by telephone through our General Inquiry phone number.
4. We will calculate any required non-standard non-refundable contribution using the methods approved by the *Commission*. Our current method is described in the Special Charges Schedule attached to these Rules.

You have to pay according to what is in effect when you get gas distribution service

5. Our non-refundable contributions may change between the time you apply for *gas distribution service* and the time we install the *lines and equipment* to serve you. If they do, we will charge you the non-refundable contribution that is in effect **at the time of installation, not what was in effect at the time you applied** for *gas distribution service*.

We will notify you of the contribution required to install the service you request

6. We will advise you of the standard non-refundable contribution when you apply for *gas distribution service*. If you need to pay a non-standard non-refundable contribution to get *gas distribution service*, we will tell you in writing.

You will have to pay an additional contribution if we need to build or expand a gas main

7. If we have to build or expand a gas main to give you *gas distribution service*, you may be required to pay a contribution towards the cost of the main.

A portion of your contribution towards the cost of a gas main may be refundable

8. We will estimate the long-term costs of the new gas main and service lines expected to connect to the gas main. We will also estimate the long-term financial benefit we expect to get from the new mains and services. If the long-term benefit is greater than the costs, we may refund a portion of your contribution over time. If the costs are more than the benefits, your contribution will be non-refundable. We will ask you to sign an agreement that tells you how much you need to pay in advance and how much is eligible for a refund.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

Should costs change, you will be advised

9. If we determine that we require an additional non-refundable or refundable contribution due to a change in our estimate of the cost of installing the *lines and equipment*, we will let you know in writing before we proceed. If we do this, you have the option of deferring, cancelling or proceeding with your *gas distribution service* request.

You must give us prior notice if there are changes to your service requirements

10. To serve you properly, we need to know your *service requirements*, for example how much gas you expect to use and how it will be used. You must not change your *service requirements* without giving us advance notice.
11. If you are currently a *default supply* customer, you can provide notice by using our General Inquiry contact information located at the end of these Rules.
12. If you are currently a *retail supply* customer, your *retailer*, or any other person properly authorized to act as your agent, may give us notice on your behalf.
13. We are not obliged to meet your *service requirements* if they are different than the ones in our *service agreement*. We will accept a change to your *service requirements* only if *our system* can safely, reliably and economically accommodate it. If the change requires you to pay additional costs, we will inform you before we do the work needed to accommodate the change. You must not change your *service requirements* until after we have given you our permission to do so and you are responsible for any damage to *our system* as a result of changing your *service requirements* without our permission.

We may contact you about changes in service requirements

14. If we notice a change in how much gas you use or need more information about your *service requirements*, we may contact you directly to learn more about the amount of gas you are using, how it is being used and any plans you may have regarding future usage that might affect *our system*. Doing so will help us properly operate and maintain *our system* and will also help us bill correctly.

If you want a different location, you pay the extra costs

15. If we agree to your request to install the *lines and equipment* in a location different than the one we have selected, you may have to pay extra installation costs.
16. After the *lines and equipment* are installed, if you need any part moved (like a meter) and we agree, you will have to pay the cost of moving it.

Part 4 Rights and responsibilities once gas distribution service begins

You are responsible for reporting problems and preventing waste

1. Once *gas distribution service* begins, you have a responsibility to make sure the natural gas is used properly and to help prevent waste. You must notify us immediately if you notice a natural gas leak on any of our *lines and equipment* or if you have other problems with the *gas distribution service*.

We will maintain our lines and equipment but you must help protect them

2. We will maintain the *lines and equipment* we put in, but you must take reasonable steps to protect them. In particular:
 - You must contact Alberta One-Call at least two full working days before you or anyone working for you does any excavation work on the *service land*. Contact information for Alberta One-Call is provided at the end of these Rules. Even if their contact information changes, you must still contact Alberta One-Call and tell them your plans.
 - You cannot start digging until we have had a chance to mark the approximate location of our *lines and equipment* in the area to be excavated. We will make reasonable efforts to have the lines marked within the time you have requested, provided you have met the minimum notification period. You must not dig until we have marked the lines, even if we have not marked the lines within the requested time.
 - You must let us know immediately if you or someone doing work for you damage the *lines or equipment*.

If one of our *lines or equipment* is damaged, call us immediately from a safe location using our emergency phone number (toll-free 1-866-222-2068 or direct 1-780-980-6701). Alternatively, call the fire department. Do not return to the location of the gas leak or allow any non-emergency personnel to do so.

You are not permitted to make changes to your land or site that interferes with our lines and equipment.

3. As long as the *lines and equipment* are in place, you need our written consent to do anything to the *service land* or *service site* that might make it difficult for us to maintain our *lines and equipment*. That includes, for example, placing a building, planting a tree, or digging a dugout, over or near the *lines and equipment*. If you put anything in the way, and we damage it trying to work on our *lines and equipment*, we are not responsible for the damage. If you make changes to the *service land* or *service site* resulting in increases

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

to the costs of operating, maintaining or repairing the *lines and equipment*, you may have to pay those extra costs.

We can enter when necessary and use force in an emergency

4. We can enter the *service land* or the *service site* at any reasonable time to do anything necessary to maintain, repair and operate *our system*. That includes reading meters, turning gas on or off, examining and repairing the *lines and equipment*, and checking to see how you are using the gas. We can also dig and do any other work necessary to fix *our system*.
5. At any time we think there is an emergency, we can use reasonable force, as required, to enter the *service land* or the *service site*.

We will try to provide you advance notice

6. When we can, we will provide advance notice we will be performing work on the *service land* or *service site*. Depending on the type of work we will be performing, we may contact you directly, in writing or we may inform you by other means such as newspaper ads or messages with your bill. We may not provide advance notice in an emergency or for routine activities, such as meter reading.

You pay for any damage that's not our fault

7. As long as the *lines and equipment* are in place, you must pay for any damage done to them through your negligence or your actions, or the actions of anyone working for you. That applies even if the work is being done off the *service land*. You are not responsible for normal wear and tear or for any damage caused by our actions or our negligence.

We own the lines and equipment

8. We own all the *lines and equipment* and our ownership continues until we give it up. We can remove any part at any time. When our *service agreement* with you ends, we do not need to remove the *lines and equipment*, provided we leave them in a safe condition.
9. Making a contribution or other payment to us for *gas distribution service* does not entitle you to ownership of any part of the *lines and equipment*.

Part 5 Measuring use and charges

We can use actual or estimated usage when determining our charges

1. Your bill will be based on an actual or estimated meter reading. If we estimate a meter reading, it will be based on any or all of the following:
 - The length of time covered by the estimate;
 - The amount of gas used previously in a similar period at the *service site*;
 - Weather during the period being estimated;
 - The type and energy-use rating of your gas-burning equipment; or
 - Other relevant information that may be available.

We will read the meter when necessary

2. We will read your meter as often as we think is necessary.

You pay for special meter readings

3. If we cannot access your meter when it is time for a meter reading, we will ask you to provide us with access when we are reading other meters in your area.
4. If we receive a request from you or your *retailer* to read the meter at any time other than when the meter is normally scheduled to be read, a special meter reading charge will apply.

You can provide us with a meter reading when we plan to estimate

5. If you don't want us to estimate your meter reading for a billing period, you may provide us with the actual meter reading by phone. If you want to do this, you need to tell us in advance and follow the schedule we set.

If the meter is not working properly, we will estimate the amount used and adjust your charges

6. If the meter stops working properly we will do our best to determine when that happened and then estimate the amount of gas you used while the meter was not working properly. The estimate will only be for the time we think the meter was not working properly. We may have to correct previous billings. If you are a *retail supply* customer your *retailer* may also adjust their charges to you, accordingly. If we cannot reasonably determine when the meter stopped working properly, we will determine your current billing or correct previous billings in compliance with applicable laws and *Commission* direction.

Disputes over our meter measurements can be taken to the federal government, but you or your retailer, may have to pay the cost

7. You or your *retailer* has the right, under the *Electricity and Gas Inspection Act* (R.S., 1985, c. E-4), to dispute our meter measurements. We have the same right. If you or your *retailer* registers a dispute with the federal government and our meter measurements are found to be within the limits of error allowed in the Act, you or your *retailer* will have to pay us the cost of removing the meter for testing. The amount is shown in the Special Charges Schedule. Payment for that cost is not required if it turns out our meter measurements are not within the limits of error in the Act. Neither you nor your *retailer* has to pay if we register the dispute with the federal government. No matter who questions it, if it turns out the meter measurements are not within the limits of error in the Act, your billing charge will be adjusted to comply with the Act.

Part 6 Service charges

The Commission decides all our rates and charges

1. All our rates and charges, including those in the Special Charges Schedule, are approved by the *Commission*. If you think any charge is unfair, you should advise us and we will try to resolve your concern. If you are not satisfied with our response, you can complain to the *Commission*.
2. If you purchase *retail supply*, the price for the natural gas is determined by a contract between you and your *retailer* and not by us or the *Commission*.

To change your gas distribution service rate class, talk to us

3. If we think you are not in the *gas distribution service* rate class best for you, we will let you know. We will only change the *gas distribution service* rate class you are in if you agree to it. If you ask us for help deciding on the best *gas distribution service* rate class for you, we will provide *gas distribution service* information to help you decide.
4. We will make one rate class change at your request in any consecutive twelve month period.

Using natural gas for irrigation pumping requires a special rate class

5. A *service site* using natural gas as a fuel for pumping irrigation water is restricted to the Irrigation Pumping Service rate class.

Demand General Service billing demands can change

6. You may or may not have a billing demand. The billing demand for the Demand General Service rate class can change. Our rate schedule describes how the billing demand is determined.

You begin paying within three months after lines and equipment are installed

7. You must begin paying the minimum charge no more than three months after we have installed the *lines and equipment* to serve you, whether you have started using gas or not.
8. If you are a *default supply* customer, you will be billed directly by us for these charges.
9. If you are a *retail supply* customer, you will be billed by your *retailer*.

If you want, we can turn your gas off temporarily, but charges will apply

10. If you want us to disconnect you from *our system* by turning your gas off temporarily, you need to give us notice according to Part 9 of these Rules. We don't have to turn your gas off if doing so would be in conflict with anything in these Rules. If we temporarily disconnect you from *our system* at your request or for any of the reasons set out in these Rules, the minimum charge still applies while the gas is turned off, to a maximum of twelve (12) months. This is because we must continue to operate and maintain *our system* whether you are using gas or not.

A temporary disconnection can become a permanent disconnection

11. A temporary disconnection becomes a permanent disconnection after twelve (12) months. At that point, we will stop applying the minimum charge.
12. If you want us to restore *gas distribution service* to a *service site* within three (3) years of when it was determined to be permanently disconnected, you will have to sign up for *gas distribution service* as described in Part 2 of these Rules. In addition, you will have to pay the costs of the original disconnection, any removal of our *lines and equipment* and the restoration of *gas distribution service*.
13. If you want us to restore *gas distribution service* to a *service site* more than three (3) years after it was determined to be permanently disconnected, we will treat it as a new application for service.

A temporary disconnection can extend for more than one year

14. There may be reasons why you do not want a temporary disconnection to become a permanent disconnection. If you want the disconnection to remain temporary for a period

greater than twelve (12) months, you need to tell us in advance. The minimum charge will apply for as long as you require the temporary disconnection.

There is a charge for turning your gas on if it has been temporarily turned off

15. If we temporarily turned your gas off because you or your *retailer* asked us to, or because you have not followed these Rules, you will have to pay a reconnection fee every time gas to the *service site* is turned on. You are also required to pay for other costs, such as costs to reinstall the meter and any other *lines and equipment* necessary to restore *gas distribution service*. Our fees are shown in the Special Charges Schedule. Until these charges and any other debts you owe us are paid, we may refuse to turn on the gas or provide other services.

Irrigation customers are charged a different fee for turning gas on and off

16. We do not charge a fee the first time we turn gas on at an irrigation *service site* at the start of each irrigation season. Also, we do not charge to turn gas off at an irrigation *service site* when each irrigation season ends. However, if you want your gas turned on or off at any other time for an irrigation *service site*, we will charge the irrigation disconnection/reconnection fee as shown in the Special Charges Schedule attached to these Rules.
17. The minimum charge still applies for the time your gas is temporarily turned off during the irrigation season. This is because we must continue to operate and maintain *our system* whether you are using gas or not.

Part 7 Paying your bills

Who you purchase your gas from will determine who bills you

1. If you are a *default supply* customer, we will directly bill you for *default supply* and *gas distribution service*.
2. If you are a *retail supply* customer, your *retailer* will bill you for *retail supply* and *gas distribution service*.

We bill you for contributions and alteration costs

3. We will directly bill you for installing new *lines and equipment* or altering the existing *gas distribution system*.

Payment terms depend on who bills you

4. **The following payment terms in Part 7 of these Rules only apply to you as a *default supply customer*.** Payment terms as a *retail supply* customer will depend on your *retail supply* contract.

Our budget payment plan allows equal monthly payments

5. Our *budget payment plan* is available to most *default supply* customers. If you want to be on our plan, you have to tell us. If we accept your request to join our *budget payment plan*, we will estimate your annual *utility service* costs from July until the following June. Our estimate will use our *Commission*-approved *gas distribution service* rates, historic weather information, current and forecast natural gas prices, and historic natural gas consumption at the *service site*, or similar *service site* if yours is new. Your monthly *budget payment plan* payment is calculated by dividing the estimated annual costs by eleven (11). We divide by eleven because the twelfth month of the plan is used to true up your account.
6. Our *budget payment plan* is not available to you if you are served under our Irrigation Pumping Service or Demand General Service rate classes.

We may re-estimate your costs and subsequently adjust your monthly budget payment plan amount

7. We will review your *budget payment plan* to determine if we need to adjust your monthly payment to avoid a large over or under-paid balance in June. First, we will calculate the difference between your actual cost for *utility service* and the payments you made since the start of the plan year. Second, we will estimate your costs for the remainder of the plan year, using factors such as forecast weather, rates and gas prices. Third, we will combine the difference we calculated in the first step with the re-estimate of costs for the remainder of the current plan year from the second step. Fourth, we will divide the result from the third step by the number of months remaining in the plan year less one. We divide by the number of months remaining in the plan year less one because the final month of the plan is used to true up your account. The result of the fourth step will be your new monthly *budget payment plan* payment amount.

We true up our budget payment plan accounts once a year

8. In June, the twelfth and final month of the plan year, we calculate the difference between your actual costs for *utility service* and payments you made. We will either charge or credit your June bill for the difference. Generally, we will refund credit balances only if they are large.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

Customers can join our budget payment plan at any time

9. Even though our *budget payment plan* starts in July, customers can join the plan anytime. Your monthly payment will depend on when you join. No matter when you join, you will need to pay any balance owing before starting on the plan. If you want to be on the plan, you must tell us.

Your participation in our plan will end on certain conditions

10. Your participation in our budget payment plan will end if you:
 - Notify us at least five full working days before you want out of the plan;
 - Stop taking *utility service*;
 - Become a *retail supply* customer; or
 - Do not make your full monthly payments on time.

We bill regularly

11. We will send you a bill every month. The due date for current charges is 21 days from the statement date. If the bill has not been fully paid by the due date, you will have to pay a late payment charge on the unpaid amount. You should make sure your method of payment will allow enough time for your payment to reach us before the due date.
12. Your bill may include unpaid charges from a previous bill. Any payment you make to us will first be applied to unpaid balances.

We will apply a late payment charge to overdue amounts

13. Your current bill will include a late payment charge if you had any unpaid balance after the due date specified on your previous bill. The late payment charge is calculated as 1.5% of the unpaid balance, including unpaid previous late payment charges.

We may correct a previous bill

14. If we determine that we have incorrectly billed you, we will correct the error. We don't have to make corrections for bills more than two years old.

We may need to have a security deposit from you

15. We may require you to give us a security deposit or some other form of security we think is acceptable before we turn the gas on at your *service site*. If we turn the gas on after requiring a security deposit from you, and you do not pay a security deposit when we expect you to, we can turn the gas off as long as doing so does not conflict with these Rules.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

16. We may also ask for a security deposit at any time after service has started if you do not have a *good payment history* or if we have had to turn your gas off for not paying your bill on time. What we mean by *good payment history* is explained in the definitions at the end of these Rules.

17. The amount of the security deposit will not be more than our estimate of the total of your three highest consecutive monthly bills in any 12-month billing period. It will be returned to you, with interest, when you have a *good payment history*. If you are in debt to us for any *utility service* we previously provided to you anywhere, we will require you pay that debt no matter how old it is, before we will turn your gas on.

We can use your security deposit to pay your unpaid bills

18. If you do not pay a bill on time, we can use the security deposit to pay it. If we do, you must immediately pay us enough to restore the security deposit to its full amount. If you stop *utility service* or become a *retail supply* customer, we will deduct anything you owe us from the security deposit and return any remaining security deposit with interest.

We pay interest on security deposits

19. We will pay interest on your security deposit. At a minimum, the interest rate will be the security deposit interest rates set by the provincial government for mobile home site tenants and residential tenants.

We pay you the interest on your security deposit when certain things happen

20. We will pay you the interest on your security deposit as soon as one of the following things happens:

- The security deposit is returned;
- The security deposit is applied to your account;
- We send notice to your last known address indicating the security deposit is no longer required;
- You stop taking *utility service*; or
- You become a *retail supply* customer.

You pay if there are problems with your payments

21. If you pay us by cheque and the bank does not honour the cheque, we will charge you a dishonoured payment charge. If your cheque needs to be certified, we will charge you a cheque certification charge. If you pay us through the bank using a pre-authorized payment plan and the bank does not honour the withdrawal, we will charge you a dishonoured payment charge. The amounts of these charges are shown in the Special Charges Schedule attached to these Rules.

We will not accept unusual forms of payment

22. We follow the Bank of Canada rules limiting the kinds of currency we accept. Payment by cheque must be on a normal bank cheque form. We will also accept payment by credit card. You can find out what credit cards we accept through our website at www.altagasutilities.com or by telephone through our toll-free General Inquiry number.

Part 8 Arranging your gas supply

Starting out, you may be a default supply customer or a retail supply customer

1. If you have not signed a contract with a *retailer* to become a *retail supply* customer, then, when you sign up for *gas distribution service*, your gas supply will initially be *default supply* and you will be a *default supply* customer.
2. If you have a contract with a *retailer* and your *retailer* has already arranged for *gas distribution service* to your *service site*, your gas supply will be *retail supply* and you will be a *retail supply* customer.

If you are a default supply customer, you must contact us if you are moving

3. If you plan to move to or from a *service site* on *our system* and you are a *default supply* customer, you must inform us of your moving plans. We need to know in advance if you are planning to move. To contact us, please use the General Inquiry contact information located at the end of these Rules.
4. If you want to end *utility service* at any *service site*, you must do so in accordance with Part 9 of these Rules.

If you are a retail supply customer you must contact your retailer if you are moving

5. If you plan to move to or from a *service site* on *our system* and you are a *retail supply* customer, you must inform your *retailer* of your moving plans. Your retailer will then *notify* us.

Whether a default supply or retail supply customer, additional time may be required to deliver your gas supply if new lines and equipment are required

6. If you plan to move to a *service site* where new *lines and equipment* are required, we may need extra time before we are able to deliver your gas supply.

If you change gas services providers, we need to know

7. If you are currently a *default supply* customer and want to become a *retail supply* customer, you must first have a contract with a *retailer*. Your *retailer* will notify us of your change in gas supply arrangements.
8. If you switch from one *retailer* to a different *retailer*, the *retailer* you are switching to will notify us of your change in gas supply providers.
9. If you are currently a *retail supply* customer and want to become a *default supply* customer, you must notify your *retailer*. Your *retailer* will notify us of the change in gas supply providers.

Disagreements about retailer services are between you and your retailer

10. Any disagreement about the *retail supply* service you receive is between you and your *retailer*. In most cases, we will not be involved if you have a disagreement with your *retailer*. It is important for you to fully understand the terms and conditions of the contract with your *retailer*.

Part 9 Stopping utility services or gas distribution service

Stopping gas distribution service for an emergency

1. If you need to stop *gas distribution service* for an emergency, contact us directly and immediately.

In an emergency, call us immediately from a safe location using our emergency phone number (toll-free 1-866-222-2068 or direct 1-780-980-6701). Alternatively, call the fire department.

If you are a default supply customer, you should notify us to stop taking utility services

2. If you are a *default supply* customer and want to stop receiving delivery of gas to your *service site*, you will need to tell us to stop providing *utility services* to that *service site*.
3. Unless you have a contract with us containing other termination provisions, you can terminate *utility service* at your *service site* by telling us when you want it stopped. We will terminate *utility service* to that *service site* on the date you specify or within five (5) working days after the date we get the notice, whichever is the latest.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

4. *Utility services* may be stopped for a number of reasons, such as if you plan to move to a different location, ask us to relocate our *lines and equipment*, ask us to turn the gas off for *service site* renovations or ask us to permanently end gas use at the *service site*.
5. To provide notice to us, please use the General Inquiry contact information located at the end of these Rules.
6. Until we receive proper notice, you have all the responsibilities set out in these Rules or in any contract we have with you, whether you are actually taking gas or not. For example, if you move without telling us, you must continue to pay us for *utility service* provided at the *service site*, even if you did not personally receive it.

If you are a retail supply customer, depending on the circumstances, you should notify either your retailer or us to stop taking gas distribution service

7. If you are a *retail supply* customer and want to stop receiving delivery of gas to your *service site*, you or your *retailer*, if applicable, will need to tell us to stop providing *gas distribution services* to that *service site*.
8. Whether you or your *retailer* contacts us will depend upon the reason for terminating *gas distribution service*.
 - If you need to stop *gas distribution service* because you require our *lines and equipment* to be relocated, you are undertaking renovations at the *service site*, you plan to permanently end gas use at the *service site* or you have any other reason which may affect our *lines and equipment*, you should contact us directly. To provide notice to us, please use the General Inquiry contact information located at the end of these Rules.
 - If you need to stop *gas distribution service*, but it does not affect our *lines and equipment*, such as if you plan to move to a different location, you should contact your *retailer*. Your *retailer* will then notify us of your plans and provide us with the date for terminating *gas distribution service* according to standard industry rules and transactions.
9. Until we receive proper notice from your *retailer*, your *retailer* has all the responsibilities set out in these Rules or in any contract we have with your *retailer*, whether you are actually taking gas or not. For example, if you move without telling your *retailer*, your *retailer* must continue to pay us for *gas distribution service* provided at the *service site*, even if you did not personally receive it.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

We continue to bill during a temporary disconnection

10. We will continue to bill during a temporary disconnection of *utility services* or *gas distribution service*. We will stop billing only if *utility services* or *gas distribution service* has been permanently stopped.

There will be a charge for terminating service on a non-working day

11. We will normally terminate *utility service* or *gas distribution service* on a working day. If we agree to terminate service on a day other than a working day, there will be a charge for the actual cost of performing the work.

You may request a permanent disconnection from our system

12. Unless you have a contract with us containing other termination provisions, you may ask us to permanently turn your gas off at the *service site*. We will, as long as doing so does not conflict with these Rules and you have provided proper notice. If you are not the owner of the *service site*, we will require permission in writing from the owner before we perform the disconnection. We don't have to remove our *lines and equipment* from the *service land* and *service site*, but we may choose to do so for safety or other reasons.
13. If you want us to restore *utility service* or *gas distribution service* to a *service site* within three (3) years of when it was determined to be permanently disconnected, you will have to pay the costs of the original disconnection, any removal of our *lines and equipment* and the restoration of *utility service* or *gas distribution service*. If you want us to restore *utility service* or *gas distribution service* to a *service site* more than three (3) years after it was determined to be permanently disconnected, we will treat it as a new application for service.

We can stop gas distribution service in emergencies

14. If we think it will be hazardous to continue delivering gas to the *service site*, we can immediately, without notice, stop *utility service* or *gas distribution service*. We can also do this if we think it is necessary to protect people or property in a fire, flood, or any other situation we consider an emergency.

We can stop gas distribution service for a number of other reasons

15. We can temporarily or permanently stop the service we provide you at any *service site* on forty-eight (48) hours notice for any of the following reasons:
 - Gas is not available, either temporarily or permanently;
 - We have to make repairs to *our system*;
 - You have not paid your bills on time;

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

- You have not paid a security deposit when asked to or have not made a payment necessary to restore the security deposit when some, or all, of it has been applied to your account;
- You are insolvent or have assigned essentially all your assets;
- You have used defective pipe, appliances or gas fittings or have insisted on a form of service we think is unsafe;
- The natural gas lines and equipment you own have not been installed and maintained according to federal, provincial, or municipal laws;
- You are using gas contrary to the terms of these Rules or to any contract we have with you;
- You have misrepresented what you are using gas for or how much you are using;
- You move from the *service site*;
- We cannot get to our meter at the *service site* for four or more consecutive months;
- Service has been terminated according to some other provision of these Rules;
- You stop using gas at the *service site*;
- You threaten or harass any of our employees or agents as they carry out their duties;
- You prevent us from doing anything we are entitled or obligated to do;
- You do not make a proper application for service; or
- It is necessary to protect people or property.

16. To be clear, if there is an emergency or if we think it will be hazardous to continue delivering gas to the *service site*, we can immediately, without notice, stop *utility service* or *gas distribution service*.

We can also stop service at the request of your retailer

17. If you are a *retail supply* customer, your *retailer* can ask us to terminate the service we provide you. We will comply with their request unless doing so would violate these Rules or our Retailer Distribution Service Rules.

The timing of service disconnections may be impacted by weather and the time of year

18. Service disconnections between November 1 and April 14:

Except in the case of an emergency or when it would be hazardous to continue delivering gas to the *service site*, service to residential and commercial residential property sites, including multifamily dwellings, will not be disconnected during the period November 1 in a year to April 14 of the following year, except upon receipt of a written request from the property owner.

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

19. Service disconnections between April 15 and October 31:

Except in the case of an emergency or when it would be hazardous to continue delivering gas to the *service site*, service to residential and commercial residential property sites, including multifamily dwellings, will not be disconnected for any reason during the period April 15 to October 31 when the overnight temperature is forecast to drop below zero (0) degrees Celsius in the 24 hour period immediately following the proposed disconnect in the area of the *service site*, except upon receipt of a written request from the property owner.

20. The two preceding exceptions will not apply if, at the time of the proposed disconnection, a residential or commercial residential property site is vacant and/or abandoned.

When you stop gas distribution service, you may have to read the meter for us

21. If you are a *default supply* customer and you tell us you no longer want gas distribution service, we can ask you to take a final reading of the meter and report it to us

Notice of service interruption or termination

22. When we notify you about stopping *utility service* or *gas distribution service* or terminating your *service agreement*, it can be by mail, by facsimile (fax), by electronic mail (e-mail), in person, by telephone, on your bill or by a notice left at the *service site*.

Land use rights outlive the service

23. We can stop providing *utility service* or *gas distribution service* at a *service site* without losing our rights to use the related *service land* – they continue until terminated under these Rules.

Continuous supply

24. We will make all reasonable efforts to maintain a continuous supply of gas to you, but we cannot always guarantee it.

Part 10 Liability, responsibility and other legal matters

Alberta law governs our contract

1. These Rules are part of every *service agreement* and all our service agreements are governed by the laws of Alberta.

The gas is only for use at the service site

2. Unless you have our written consent, you cannot use, or allow anyone else to use, gas supplied to the *service site* in some other place and you may not resell the gas we deliver to you.

Verbal agreements don't apply

3. No employee or anyone else claiming to represent us can promise or agree to do anything inconsistent with these Rules and, if they do, the promise or agreement has no effect.

You need our consent to transfer your agreement

4. Your *service agreement* is yours alone, including anyone the law says stands in your place, and it cannot be assigned to anyone else without our written consent.

You are responsible for your property, and we are for ours

5. You are fully responsible for installing, maintaining and operating your property, as we are for ours. You must pay any costs we incur from a claim or demand for injury, death or damage resulting from the installation, presence, maintenance and operation of your property, so long as it is not caused by our negligence.

Neither of us has to pay for disruptions beyond our control

6. You have no claim against us for damages if we cannot distribute or supply gas to you because of an emergency or disruption beyond our control. For example: disruptions in supply caused by weather catastrophes, labour disputes, fires, accidents, pipeline or machinery breakdowns or repairs, shortages of gas supply or orders of a legislative body or other authority. Similarly, in such circumstances, we have no claim against you if you are unable to take gas. However, once the emergency or disruption ends, we will resume delivering gas to you, and you will resume taking it, as provided for in these Rules and our *service agreement*.

Part 11 List of definitions

In these Rules,

- *budget payment plan* means the plan set out in Part 7;
- *Commission* means the Alberta Utilities Commission;
- *default supply* means *gas services* provided by AltaGas Utilities Inc.;
- *delivery point* means the outlet of the meter at your *service site*;
- *Electricity and Gas Inspection Act* means the *Electricity and Gas Inspection Act (R.S., 1985, c. E-4)*, as amended from time to time;
- *gas distribution service* means the service required to deliver gas to our customers by means of our *gas distribution system* and includes any services AltaGas Utilities Inc. is required to provide by the *Commission* or is required to provide under the Act or regulations made thereunder;
- *gas distribution system* means all those facilities owned or used by AltaGas Utilities Inc. to deliver gas to our customers through a system of pipelines, works, plant and equipment and is primarily a low pressure system (including without limitation *lines and equipment*, valves, meters, regulators and machinery);
- *gas service(s)* as defined in the Act means:
 - i. The gas that is provided and delivered, and
 - ii. The services associated with the provision and delivery of the gas, including:
 - a) arranging for the exchange or purchase of the gas,
 - b) making financial arrangements to manage the financial risk associated with the price of gas,
 - c) arranging for *gas distribution service*,
 - d) arranging for delivery of gas to the gas distributor's specified receipt points or points,
 - e) storage,
 - f) billing, collections and responding to customer billing inquiries,
 - g) maintaining information systems, and
 - h) any other services specified by the Minister by Order as *gas services*.
- *Gas Utilities Act* or *Act* means the *Gas Utilities Act (R.S.A. 2000, c. G-5)*, as amended from time to time;

AltaGas Utilities Inc.

Natural Gas Utility Service Rules

- *good payment history* means, at a particular time, your account has not been in 60-days arrears more than once, or 30-days arrears more than twice, in the previous 12 months;
- *lines and equipment* means all the facilities of our *gas distribution system* leading up to the *delivery point* and anything else we own and install to provide you with *gas distribution service* – *lines and equipment* exclude gas appliances or secondary gas lines you own, whether or not we sold them to you or installed them for you;
- *our system* means our *gas distribution system*;
- *retail supply* means *gas services* provided by a *retailer*;
- *retailer* means a person or company other than us that sells *gas services* directly to our customers and is entitled to enrol our customers for that purpose within our service area;
- *service agreement* means the agreement between us, as the provider of *utility service*, and you, as our customer, whether the agreement is made by signing a contract or simply by providing you with *utility service* on the basis of these Rules;
- *service land* means the parcel of land where the *service site* is located;
- *service requirements* means any or all of the hourly or daily volume of gas, the energy content of the gas, and the pressure and temperature at which the gas is delivered, to provide the *utility service*
- *service site* means the building or thing we deliver gas to, or provide *gas distribution service* at, under the *service agreement*;
- *utility service* means *gas distribution service*, by itself, or *gas distribution service* and *default supply* together, as defined in the *Gas Utilities Act* (R.S.A. 2000, c. G-5).

AltaGas Utilities Inc. Special Charges Schedule

In a number of places the Natural Gas Utility Service Rules refer to special charges for some services. Following is a list of the charges, as approved by the Alberta Utilities Commission, when initially established. However, for the most current list of our standard non-refundable contributions, please go to www.altagasutilities.com or contact us toll-free using our General Inquiry phone number to find current rates. For a current list of charges, please refer to our website at www.altagasutilities.com or contact us at the numbers provided at the end of these Rules:

Special Charge	Fee
Account Activation Fee.....	\$ 35.60
Remove and test meter - per meter:	
Residential.....	\$ 76.28
Other.....	Actual Cost
Special meter readings - each time.....	\$ 35.60
Reconnection Fee:	
Residential.....	\$ 50.85
Other (except Irrigation).....	Actual Cost
Irrigation Disconnection/Reconnection Fee:	
Each time (except normal season start and end)	\$ 76.28
Reinstallation of Meter/Regulator:	
Residential.....	\$ 76.28
Other.....	Actual Cost
Dishonoured payment charge (NSF cheque, etc.) - each time	\$ 25.43
Cheque certification charge - each time	\$ 10.17
Any other service at Customer's Request	Actual Cost
Late Payment Percentage	
Applied to any unpaid balance from previous bills.....	1.5%

Note: "Actual Cost", where referenced, means our direct costs for labour, materials, services and equipment plus applicable overheads.

AltaGas Utilities Inc.
Special Charges Schedule (continued)

**AUC Rule 003 – Service Quality and Reliability Performance Monitoring and Reporting
for Regulated Rate Providers and Default Supply Providers**

Service Guarantee for Customers Who Purchase Default Supply

We will credit your account with us for \$75.00 if:

- You were provided written notice of pending disconnection of service in error;
- You were provided written notice of pending referral to a credit agency in error;
- You were referred to a credit agency in error; or
- You experienced disconnection of service in error.

The \$75 credit will not be applied if the error was not made by us or if:

- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice and your payment crossed in the mail;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was in mail transit at the time you made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was properly mailed, but you did not pick up the mail from locations, such as a post office, super mail box or home mail box;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was undelivered by the mail delivery service; or
- You attempted to make payment to one of our employees or someone hired by us to disconnect your *service site* and the disconnection was not in error, but that person was not authorized to accept payment.

AltaGas Utilities Inc.

Special Charges Schedule (continued)

Non-Refundable Contributions

Applications for service will require a non-refundable contribution. In most cases, a standard contribution is all that is required. Services uneconomic with a standard contribution will require an additional non-refundable contribution.

Standard Non-Refundable Contributions

Standard contributions are filed for acknowledgment with the Commission when they are initially established and, thereafter, whenever they are changed. For a current list of our standard non-refundable contributions, please go to www.altagasutilities.com or contact us toll-free using our General Inquiry phone number to find current rates.

Non-Standard Non-Refundable Contributions

Winter Construction – Should the service be requested for installation under winter construction conditions, the customer is responsible for the incremental frost charges.

Other – If it is not economic to consider an application for service under a standard contribution, it will be evaluated individually to determine a specific, non-refundable contribution.

Calculation of Specific Non-Refundable Contributions

The calculation of a specific non-refundable contribution will be based on a net present value analysis applying the following criteria:

- a) An estimate of the total capital costs of providing service;
- b) An estimate of the total annual operating costs of providing service;
- c) The *Commission*-approved return on common equity, interest rate, depreciation rates, income taxes and capital structure;
- d) An estimate of the expected net revenue that will accrue from the addition of the service.

The additional contribution will be the amount required to make the net present value of the revenue stream equal the revenue requirement stream.

AltaGas Utilities Inc.
Special Charges Schedule (continued)

Additional Criteria:

- Rate 1/11 – Town – A *service site* located within an incorporated municipality, such as a village, town or city;
- Rate 1/11 – Rural Subdivision – A *service site* not defined as ‘Town’, but located in an AltaGas Utilities Inc. designated subdivision;
- Rate 1/11 – Rural Other – A *service site* which is neither defined as ‘Town’ nor ‘Rural Subdivision’
- Other – A *service site* which is served under any rate other than Rate 1/11.

AltaGas Utilities Inc. Contact Information

The following information was current at the time these Rules were prepared. Please refer to our website, your local telephone listings or other trustworthy source for updates to this information.

AltaGas Utilities Inc.

General Inquiry (toll-free).....1-866-222-2067
Credit & Collections (toll-free).....1-866-222-2069
Meter Reads (toll-free).....1-866-222-2070

24-HOUR EMERGENCY

Toll-Free1-866-222-2068
Direct.....1-780-980-6701

Website www.altagasutilities.com

Call Before You Dig!

Alberta One-Call

Toll-Free1-800-242-3447
Website www.alberta1call.com

Retail Market Inquiries

Utilities Consumer Advocate

Toll-Free In Alberta 310-4822
Outside of Alberta.....780-644-5130
Website www.ucahelps.gov.ab.ca

AltaGas Utilities Inc.
RETAILER DISTRIBUTION
SERVICE RULES

Effective: April 1, 2013

AltaGas Utilities Inc.
Retailer Distribution Service Rules

- Table of Contents -

ARTICLE 1 – Context	1
1.1. Application.....	1
1.2. Relationships.....	1
1.3. Customers and Agents	1
1.4. Applicable Rate.....	1
1.5. Definitions.....	1
1.6. Conflict	6
1.7. Interpretation.....	6
ARTICLE 2 – General Provisions	7
2.1. Distribution Only	7
2.2. New Gas Distribution System or Additional Services.....	7
2.3. Gas Under AltaGas Utilities Inc. Control	7
2.4. AltaGas Utilities Inc. Determines Routing	7
ARTICLE 3 – General Obligations of the Retailers	7
3.1. Timeliness and Due Diligence	7
3.2. Arrangements with the Customer	8
3.3. Responsibility for Gas Services	8
3.4. Customer Authorization.....	8
3.5. Retailer ID.....	8
3.6. Single Retailer for Customers	8
ARTICLE 4 – Customer Inquiries and Customer Information	9
4.1. Customer Inquiries Related to Emergency, Outage, Safety and Environmental Situations.....	9
4.2. Standard Requests for Customer Usage Information Pursuant to Rule 010.....	9
4.3. Non-Standard Requests for Customer Usage Information	9
4.4. Provision of Customer Information to AltaGas Utilities Inc.	9
ARTICLE 5 – Provision of Service	10
5.1. Request for Service	10
5.2. Qualification for Service.....	11
5.3. Provision of Gas Distribution Service	11
5.4. Specific Facilities.....	12
5.5. Application for Enrolment	12
ARTICLE 6 – Measurement.....	13
6.1. Provision and Ownership.....	13
6.2. Meter Reading.....	13
6.3. Statutory Standards Apply	13
6.4. Measuring Equipment.....	13
6.5. Testing Measuring Equipment.....	13
6.6. Facilities Interference.....	14
6.7. Use of TCPL/ATCO Measurements.....	14
6.8. Forecast Quantities.....	14
ARTICLE 7 – Gas Supply	14

AltaGas Utilities Inc.
Retailer Distribution Service Rules

7.1.	Nominations	14
7.2.	Imbalance Account	14
7.3.	Settlement and Valuation of Imbalances	15
7.4.	Overriding Rights and Obligations	15
7.5.	Impaired Deliveries.....	16
ARTICLE 8 – Financial Matters.....		16
8.1.	Retailer Pays Tariffs	16
8.2.	Billing	16
8.3.	Payment.....	17
8.4.	Unpaid Bills	17
8.5.	Unauthorized Use.....	18
8.6.	Disputes.....	18
8.7.	Failure to Pay	19
ARTICLE 9 – Discontinuance of Gas Distribution Service.....		19
9.1.	Discontinuance by the Retailer	19
9.2.	Discontinuance by AltaGas Utilities Inc.....	20
9.3.	Failure of the Retailer to Provide Supply or Settle Account Imbalance.....	20
ARTICLE 10 – Service Disconnects and Reconnect		21
10.1.	Disconnection of Service	21
10.2.	Reconnect Service.....	22
ARTICLE 11 – Prudential Requirements		22
11.1.	Setting of Prudential Requirements	22
11.2.	Maintaining Prudential Requirements	23
11.3.	Confidentiality	25
11.4.	Costs.....	25
11.5.	Interest on Security Deposits	25
ARTICLE 12 – Force Majeure		25
12.1.	Effect of Force Majeure on Breach.....	25
12.2.	Meaning of Force Majeure.....	25
12.3.	Exceptions to Force Majeure	26
12.4.	Notice of remedy.....	26
12.5.	Labour Disputes	27
ARTICLE 13 – Dispute Resolution.....		27
13.1.	Resolution by AUI and the Retailer.....	27
13.2.	Resolution by Arbitration	27
13.3.	Arbitrators	27
13.4.	Failure to Concur	28
13.5.	Refusal to Appoint an Arbitrator	28
13.6.	Failure to Appoint a Third Arbitrator	28
13.7.	Technical Competence.....	28
13.8.	Compensations of Arbitrators	28
13.9.	Application of the Arbitration Act (Alberta)	28
13.10.	Decisions Binding.....	29
13.11.	Continuity of Service	29
ARTICLE 14 – Termination on Default.....		29

AltaGas Utilities Inc.
Retailer Distribution Service Rules

14.1. Events of Default	29
14.2. Rights Upon Default	30
14.3. Recourse to Security Upon the Retailer Default	30
ARTICLE 15 – Notice	30
15.1. Notice in Writing	30
15.2. Delivery of Notice.....	30
15.3. Disruption of Mail.....	31
ARTICLE 16 – Miscellaneous Matters	31
16.1. Indemnity	31
16.2. Retailer Distribution Service Rules Prevail	32
16.3. General Laws Apply	32
16.4. No Waiver	32
16.5. No Assignment.....	32
16.6. Applicable Laws	32

ARTICLE 1 – Context

1.1. Application

These Retailer Distribution Service Rules are part of every Service Contract of AltaGas Utilities Inc.

1.2. Relationships

These Retailer Distribution Service Rules govern the relationship between AUI and the Retailer or any Agent acting on behalf of the Retailer. These Retailer Distribution Service Rules also govern the relationship between AUI and the Customer. These Retailer Distribution Service Rules complement AUI's Commission-approved Natural Gas Utility Service Rules, are part of AUI's Gas Distribution Tariff and must be approved by the Commission. They apply to every Retailer unless varied by an Order of, or agreement approved by, the Commission.

1.3. Customers and Agents

Where the Customer has appointed the Retailer to act on the Customer's behalf, the Retailer will act in place of the Customer. Notwithstanding the foregoing, where the Retailer requires AUI to bill for Gas Distribution Service separately, AUI reserves the right to bill the Customer directly and receive payments for Gas Distribution Service directly from the Customer. Under this arrangement, AUI's Natural Gas Utility Service Rules apply with respect to payment terms for the Customer.

1.4. Applicable Rate

When accepting a Service Contract, AUI will designate the rate to be applied to the service in accordance with the Natural Gas Utility Service Rules.

1.5. Definitions

The following words or terms, when used in these Retailer Distribution Service Rules, the Rate Schedule or in a Service Contract will, unless the context otherwise requires, have the following meanings:

“Act” means the *Gas Utilities Act – R.S.A. 2000 c.G-5*, as amended from time to time, and any legislative enactment in substitution or replacement thereof;

“Agent” means a person who performs functions on behalf of a Retailer, including, but not limited to, retailer transactions with AUI;

“AltaGas Utilities Inc.” or “AUI” means AltaGas Utilities Inc. or its successor;

“ATCO” means ATCO Gas and Pipelines Ltd., or its successors;

“AUC” means the Alberta Utilities Commission;

“AUI Emergency Phone Number” means AltaGas Utilities Inc.’s Emergency Phone Number as provided on AUI’s website at www.altagasutilities.com. At the time these Retailer Distribution Service Rules were prepared, the AUI Emergency Phone Number was 1-866-222-2068.

“AUI General Inquiry Phone Number” means AltaGas Utilities Inc.’s General Inquiry Phone Number as provided on AUI’s website at www.altagasutilities.com. At the time these Retailer Distribution Service Rules were prepared, the AUI General Inquiry Phone Number was 1-866-222-2067.

“Billing Commencement Date” means the commencement date for assessing the tariffs and charges set forth in these Retailer Distribution Service Rules or the Date of Initial Delivery, whichever date first occurs. However, the Billing Commencement Date may be adjusted by AUI if AUI is unable to commence Gas Distribution Service under the Service Contract on such date;

“Business Day” is any day other than Saturday, Sunday, or a holiday as defined in the *Interpretation Act, R.S.A. 2000, c 1-8*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Code of Conduct Regulation” means the *Code of Conduct Regulation, A.R. 183/2003*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Commission” means the Alberta Utilities Commission or AUC;

“Consumer” means a person who enters into a marketing contract to purchase less than 2500 gigajoules of gas per year as defined in the *Energy Marketing and Residential Heat Sub-Metering Regulation, A.R. 246/2005*, as amended from time to time, and any legislative enactment in substitution or replacement thereof;

“Contract Demand” means the maximum quantity of Gas in any consecutive twenty-four (24) hour period AUI is obligated to deliver to the Point of Delivery, as agreed between the parties to the Service Contract;

“Customer” means a person, firm, partnership, corporation or organization, served under Rates 11, 12, 13, or 14 pursuant to the Rate Schedule, consuming Gas in end-use at its location and is connected to the Gas Distribution System;

“Customer Billing Information” means the information required to be included in the Customer’s bill issued by the Retailer as required by the *Natural Gas Billing Regulation, A.R. 185/2003* and provided by AUI;

“Customer Information” means a Customer’s name, telephone number(s), mailing address, Site-specific contact information and other information required by AUI to provide a Customer with safe, reliable Gas Distribution Service;

“Customer Usage Information” means information regarding the historical consumption of a Customer as it applies to Article 4.2;

“Date of Initial Delivery” means the date AUI commenced Gas Distribution Service under the Service Contract;

“Day” means a period of twenty-four (24) consecutive hours, beginning and ending at eight hours (08:00), Mountain Standard Time;

“Defaulting Party” will have the meaning set out in Article 14;

“Gas” means all natural gas, both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

“Gas Distribution Service” means the service required to deliver Gas to a Customer by means of the Gas Distribution System and includes any services AUI is required to provide by the Commission or under the Act or regulations made thereunder;

“Gas Distribution System” means all facilities owned or used by AUI to deliver Gas to a Customer through a system of pipelines, works, plant and equipment that is primarily a low pressure system, including, without limitation, valves, meters, regulators and machinery;

“Gas Distribution Tariff” means AUI’s distribution tariff, including its rates, tolls, charges and terms and conditions of service fixed by the Commission, as defined in the Act, and amended from time to time;

“Gas Services” as defined in the Act means:

- i. The Gas provided and delivered, and
- ii. The services associated with the provision and delivery of the Gas, including
 - a) Arranging for the exchange or purchase of the Gas;
 - b) Making financial arrangements to manage the financial risk associated with the price of gas;

- c) Arranging for Gas Distribution Service;
- d) Arranging for delivery of Gas to specified Point(s) of Receipt on the Gas Distribution System;
- e) Storage;
- f) Billing, collection and responding to customer billing inquiries;
- g) Maintaining information systems; and
- h) Any other services specified by the Minister by Order as Gas Services;

“GJ” means gigajoules or one billion (1,000,000,000) joules;

“Imbalance Account” has the meaning set out in Article 7.2;

“Imbalance Quantity” means the difference between the total number of GJ contained in the Gas received by AUI at the Point of Receipt, less Unaccounted-For-Gas, and the total number of GJ contained in the Gas AUI delivered to the Customer at the Point of Delivery;

“J” means joule;

“Month” means a period beginning at eight hours (08:00), Mountain Standard Time, on the first Day of a calendar month and ending at eight hours (08:00), Mountain Standard Time, on the first Day of the next succeeding calendar month;

“Monthly Imbalance Quantity” means the Imbalance Quantity for a Month;

A positive Monthly Imbalance Quantity or excess refers to a situation where the total number of GJs contained in the Gas received by AUI at the Point of Receipt in such Month is greater than the total number of GJ contained in the Gas AUI delivered to the Customer, plus Unaccounted-For-Gas, at the Point of Delivery in such Month.

A negative Monthly Imbalance Quantity or deficiency refers to a situation where the total number of GJs contained in the Gas received by AUI at the Point of Receipt in such Month is less than the total number of GJ contained in the Gas AUI delivered to the Customer, plus Unaccounted-For-Gas, at the Point of Delivery in such Month.

“Natural Gas Utility Service Rules” means the AUI Natural Gas Utility Service Rules, as amended by AUI and approved by the Commission, from time to time;

“Nomination” means a written or electronic request for Gas to flow at a Point of Receipt or a Point of Delivery at a specified rate of flow, commencing at a specified time; or, a specified quantity on a specified date;

“Nomination Quantity” has the meaning set out in Article 7.1;

“Non-Defaulting Party” has the meaning set out in Article 14;

“Notice of Non-Renewal” has the meaning set out in Article 11.2;

“Point of Delivery” means the point or points on AUI’s system where AUI delivers from the Gas Distribution System to the Customer the Gas delivered under the Service Contract;

“Point of Receipt” means the point on AUI’s system where the Gas to be delivered under the Service Contract first enters the Gas Distribution System;

“R3 Regulation” means the *Roles, Relationships and Responsibilities Regulation, A.R. 186/2003*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Rate Schedule” means the Gas Distribution Tariff rate schedule, including the general conditions of service, any applicable gas distribution service rates and any applicable rate riders and/or such other rate schedule(s) as may be approved for AUI by the Commission, from time to time;

“Retailer” means a person or company other than AUI selling Gas and Gas Services directly to Customers and that is entitled to enrol Customers for that purpose within AUI’s service area. The term “Retailer” includes Self-Retailers and Agents acting on behalf of Retailers;

“Retailer Distribution Service Rules” means the AUI Retailer Distribution Service Rules;

“Retailer of Record” means the Retailer listed in AUI’s records through the procedures outlined in these Retailer Distribution Service Rules and recognized by AUI pursuant to these Retailer Distribution Service Rules as a particular Customer’s Retailer for a Site at a particular time;

“Retailer ID” means the unique identifier for each Retailer operating within Alberta, as referenced in Rule 004, Rule 010 and Rule 021;

“Rule 004” means AUC Rule 004 - Alberta Tariff Billing Code Rules, as set by the Commission and amended from time to time;

“Rule 010” means AUC Rule 010 - Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets, as set by the Commission and amended from time to time;

“Rule 021” means AUC Rule 021 - Settlement System Code Rules, as set by the Commission and amended from time to time;

“Self-Retailer” means a Customer carrying out Retailer functions to obtain Gas solely for its own use;

“Service Contract” means the Retailer Distribution Service Contract between AUI and the Retailer, or between AUI and a Self-Retailer, including all schedules attached to the Contract and these Retailer Distribution Service Rules;

“Site” means a unique end-use Point of Delivery, being the finest level where settlement recognizes Retailer assignments and receives consumption data;

“Site ID” means a unique identification number assigned by AUI for each Site;

“Special Charges Schedule” means the Special Charges Schedule found in the AUI Natural Gas Utility Service Rules;

“Specific Facilities” means those facilities installed by AUI for the benefit of the Customer and required to deliver Gas;

“TCPL” means TransCanada Pipeline Ltd., including NOVA Gas Transmission Ltd. and their successor(s);

“Unaccounted-For Gas” means a Customer’s share of AUI’s line loss, unaccounted-for gas and compressor fuel at the Customer rates specified in the Rate Schedule;

“Year” means a period commencing on the Billing Commencement Date or anniversary of same and ending on the next succeeding anniversary of the Billing Commencement Date.

1.6. Conflict

If there is any conflict between a provision expressly set out in an Order of the AUC and these Retailer Distribution Service Rules, the Order of the AUC will govern.

1.7. Interpretation

- (1) In the interpretation of the Service Contract, words in the singular will be read and construed in the plural or words in the plural will be read and construed in the singular where the context so requires.
- (2) The headings used throughout the Service Contract are inserted for reference only and are not to be considered or taken into account in construing the terms or provisions of any article, clause or schedule nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

-
- (3) The definitions of all units of measurement and their prefixes used throughout the Service Contract will be in accordance with the International System of Units.

ARTICLE 2 – General Provisions

2.1. Distribution Only

The Service Contract is solely for Gas Distribution Service and the Retailer and the Customer do not acquire any title or interest in the Gas Distribution System of AUI, nor does AUI acquire any title or interest in the Gas being delivered under the Service Contract.

2.2. New Gas Distribution System or Additional Services

AUI reserves the right to communicate directly with the Customer in respect of any requests made by the Customer or a party acting on the Customer's behalf for the construction of new Gas Distribution System facilities or additional services, as provided for in the *Natural Gas Billing Regulation, A.R. 185/2003*, as amended from time to time.

2.3. Gas Under AltaGas Utilities Inc. Control

Gas delivered to AUI by the Retailer for Gas Distribution Service will be under the exclusive control of AUI from the time such Gas is accepted at the Point of Receipt until delivered to the Point of Delivery.

2.4. AltaGas Utilities Inc. Determines Routing

AUI does not dedicate the Gas Distribution System or any segment of the Gas Distribution System for Gas Distribution Service for the Retailer or the Customer and, accordingly, the routing and facilities used for Gas Distribution Service for the Retailer will be at AUI's discretion and may change from time to time.

ARTICLE 3 – General Obligations of the Retailers

3.1. Timeliness and Due Diligence

- (1) The Retailer is required to exercise due diligence and use reasonable efforts in meeting its obligations under these Retailer Distribution Service Rules and perform its obligations in a timely manner.
- (2) The Retailer must adhere to all credit, deposit and security requirements specified in these Retailer Distribution Service Rules.

-
- (3) The Retailer is required to make every reasonable effort to ensure the Customer is aware of the provisions of these Retailer Distribution Service Rules and the Natural Gas Utility Service Rules.

3.2. Arrangements with the Customer

Unless otherwise stated in these Retailer Distribution Service Rules, the Retailer will be solely responsible for having appropriate contractual or other arrangements with the Customer necessary to provide service to the Customer. AUI is not responsible for monitoring, reviewing or enforcing such contracts or arrangements and is not 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 obligations to the Customer.

3.3. Responsibility for Gas Services

The Retailer will be solely responsible for the provision of Gas Services, including, without limitation, the purchase of Gas supply, delivery of such Gas to the Point of Receipt and arranging for Gas Distribution Service of such Gas to the Point of Delivery for the Customer, subject to these Retailer Distribution Service Rules.

3.4. Customer Authorization

The Retailer is responsible for obtaining the Customer's authorization to enrol the Customer for receipt of Gas Distribution Service. For the purpose of Gas Services, the Retailer is responsible for obtaining any consent(s) required under the Code of Conduct Regulation and the *Personal Information Protection Act SA 2003 c. P-6.5*, as amended, or any similar or replacement legislation.

3.5. Retailer ID

Any information exchange or communications between the Retailer and AUI under these Retailer Distribution Service Rules must include the Retailer's Retailer ID.

3.6. Single Retailer for Customers

AUI is not required to recognize and deal with more than one Retailer per Customer in respect of a Point of Delivery at any given time. Nothing in these Retailer Distribution Service Rules prohibits a Customer from entering into arrangements with multiple Retailers for a Point of Delivery provided a single Retailer is designated to be the Customer's Retailer for purposes of these Retailer Distribution Service Rules.

ARTICLE 4 – Customer Inquiries and Customer Information

4.1. Customer Inquiries Related to Emergency, Outage, Safety and Environmental Situations

The Retailer must ensure Customers contacting the Retailer regarding distribution emergency conditions, outages, safety or environmental situations related to the Gas Distribution System are immediately transferred to AUI using the AUI Emergency Phone Number. If the Retailer is unable to transfer a call to AUI, the Retailer will provide the AUI Emergency Phone Number to the Customer. At the time these Retailer Distribution Service Rules were prepared, the AUI Emergency Phone Number was 1-866-222-2068.

For continued quality customer care and for safety purposes, AUI may test or audit the time required by the Retailer to respond to such situations and communicate to the Retailer results considered by AUI to require corrective action by the Retailer.

4.2. Standard Requests for Customer Usage Information Pursuant to Rule 010

- (1) Requests for Customer Usage Information pursuant to Rule 010 will be processed accordingly, provided AUI has received a representation and warrant document signed by the Retailer in a form acceptable to AUI.

4.3. Non-Standard Requests for Customer Usage Information

- (1) Requests for Customer Usage Information not intended to conform to Rule 010 are considered non-standard.
- (2) Before AUI will process a non-standard Customer Usage Information request, AUI must receive a properly completed “Consent for Collection, Use, and Release of Customer Information” form (See Schedule A) signed by the Customer. Thereafter, AUI will process the request in accordance with the Code of Conduct Regulation.
- (3) The Customer Usage Information referenced in section 4.3 will be provided by AUI once per year, per Site, at no cost. AUI reserves the right to assess a charge at actual cost for requests for Customer Usage Information beyond the requirements of the Code of Conduct Regulation or additional requests within one year for the same Customer at the same Site.

4.4. Provision of Customer Information to AltaGas Utilities Inc.

- (1) The Retailer must notify AUI of any amendments to Customer Information, as AUI relies on this information to reasonably perform its service obligations to the Customer.

-
- (2) Such information must be provided pursuant to Rule 021, as soon as reasonably practical in the circumstance and in any event within five (5) Business Days of the Retailer becoming aware of the change.
 - (3) For continued quality customer care and for safety purposes, at a minimum, the Customer Information transaction to be provided by the Retailer will include:
 - Customer name (first and last)
 - on Site contact name (if different than above, first and last)
 - contact phone number (land line and/or cell)
 - Site ID
 - critical to have gas (yes or no)
 - critical to have gas reason
 - (4) AUI will not accept a Customer Information transaction failing to contain the minimum data requirements specified in section 4.4(3). Upon receipt of an unacceptable Customer Information transaction, AUI will notify the Retailer of the error pursuant to Rule 021. The Retailer will re-submit a corrected Customer Information transaction as soon as reasonably practical in the circumstance and in any event within five (5) Business Days of the Retailer being notified of the rejected transaction.
 - (5) AUI is not 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 AUI.
 - (6) For continued quality customer care and for safety purposes, AUI may audit the Customer Information provided by the Retailer and communicate to the Retailer results considered by AUI to require corrective action by the Retailer.
 - (7) AUI reserves the right to assess a charge for additional processing work undertaken by AUI as a result of inaccurate Customer Information provided by the Retailer.

ARTICLE 5 – Provision of Service

5.1. Request for Service

When the Retailer requests Gas Distribution Service from AUI, AUI must inform the Retailer of the conditions to be satisfied before a Service Contract can be accepted and service commenced. The Retailer must provide any information AUI reasonably requires to assess the request. AUI may reject the request if the Retailer wants non-standard conditions or if facilities are not available to provide safe and adequate service.

5.2. Qualification for Service

The Retailer must fulfill the following requirements to the satisfaction of AUI before AUI will provide Gas Distribution Service to the Retailer:

- (1) Submit to AUI a fully completed, executed Service Contract and credit application;
- (2) Satisfy the credit requirements of AUI as set forth in these Retailer Distribution Service Rules and the *Natural Gas Billing Regulation, A.R. 185/2003*, as amended from time to time;
- (3) For the Retailers providing Gas Services to Consumers, as defined in the *Energy Marketing Regulation, A.R. 246/2005*, furnish a certified copy of the license issued to it;
- (4) For all the Retailers providing Gas Services to Consumers, warrant in writing to AUI it will comply with the provisions of the *Fair Trading Act, R.S.A 2000 c. F-2*, and any regulations or policies made thereunder;
- (5) Meet any other requirements AUI, acting reasonably, may impose to provide Gas Distribution Service hereunder. If AUI determines additional requirements must be satisfied to qualify for Gas Distribution Service, the following process will apply:
 - a) Where AUI is confronted with a situation it, in its sole discretion, considers would materially alter the risk to AUI, or where AUI must impose additional requirements to comply with applicable legislation, AUI may implement the additional requirement and then apply to the Commission for approval of same; or,
 - b) Where AUI is not confronted with the circumstances outlined in (a) above, AUI will apply to the Commission for approval of the proposed additional requirement prior to implementing same.

5.3. Provision of Gas Distribution Service

Upon satisfaction of the requirements in Article 5.2, AUI will provide Gas Distribution Service to the Retailer, on behalf of the Customer, subject to these Retailer Distribution Service Rules and the Natural Gas Utility Service Rules. Subject to complying with all applicable laws, and the directions or requirements of any of those mentioned above, AUI reserves the right, upon giving the Retailer three (3) Business Days notice, acting reasonably, to discontinue Gas Distribution Service to the Retailer, if at any time the Retailer no longer fulfills the above requirements.

5.4. Specific Facilities

The Retailer may be required to pay a contribution towards AUI's cost of installing any Specific Facilities required to provide Gas Distribution Service.

5.5. Application for Enrolment

- (1) To initiate the provision of Gas Distribution Service, the Retailer must complete and provide a Service Contract to AUI. Where practicable, a single Service Contract between AUI and the Retailer will be used to serve all Customers under Rates 11, 12, 13, and 14.
- (2) Subject to the Retailer meeting the provisions of these Retailer Distribution Service Rules, AUI will accept an enrolment by the Retailer for provision of Gas Distribution Service.
- (3) Upon receipt of a valid enrolment from the Retailer, AUI may accept the enrolment of the Retailer and, if accepted, will recognize the Retailer as the Retailer of Record for that particular Site.
- (4) Enrolments will be processed by AUI in the order they are received.
- (5) Enrolments will be processed by AUI in accordance with Rule 004 and Rule 021.
- (6) AUI will normally estimate the meter reading for each Customer enrolled. If the Retailer requests a special off-cycle meter reading, AUI will make one attempt to read the meter and will assess a Special Meter Reading charge to the Retailer, as set forth in the Special Charges Schedule. If AUI cannot access the meter for a reading, AUI will estimate the meter reading. AUI will obtain or estimate the meter reading in accordance with the Natural Gas Utility Service Rules.
- (7) If more than one enrolment is received for a Site in one Day, AUI will accept only the first valid enrolment received that Day.
- (8) If a Retailer finds it has enrolled a Site in error, the Retailer must notify AUI as soon as reasonably possible of the error. Upon receiving notice from the Retailer, AUI will notify the previous Retailer of Record to re-enrol the Site.
- (9) If AUI determines the Customer who is enrolled with the Retailer is indebted to AUI, AUI reserves the right to disconnect Gas Distribution Service to the Customer, as set forth in these Retailer Distribution Service Rules and in accordance with the Natural Gas Utility Service Rules.

- (10) The Retailer will not be liable to AUI for any outstanding indebtedness of the Customer to AUI accruing prior to the receipt by the Retailer of Gas Distribution Service.

ARTICLE 6 – Measurement

6.1. Provision and Ownership

The meters used by AUI to assess the level of Gas Distribution Service charges to the Retailer will be the same meters used to provide the Customer Billing Information to the Retailer. AUI will provide and install all meters for each Point of Delivery in accordance with the Natural Gas Utility Service Rules. Each meter will remain the property of AUI.

6.2. Meter Reading

Billing will be based on actual or estimated usage, in accordance with the Natural Gas Utility Service Rules. AUI reserves the right to assess a Special Meter Reading charge for non-routine reads, as set out in the Natural Gas Utility Service Rules.

6.3. Statutory Standards Apply

All measurements, calculations and procedures used in determining the quantities of Gas delivered at the Point of Receipt or at the Point of Delivery must be in accordance with the *Electricity and Gas Inspection Act R.S. 1985 c.E-4*, as amended, and all applicable regulations issued pursuant thereto.

6.4. Measuring Equipment

All measuring equipment, devices and materials required to measure the Gas at the Point of Receipt or at the Point of Delivery must be installed, maintained and operated by AUI, its agents or third parties acceptable to AUI and must be of standard manufacture and type approved by Industry Canada. The Customer may install and operate check measuring equipment provided it does not interfere with the operation of AUI's equipment or system.

6.5. Testing Measuring Equipment

The accuracy of the measuring equipment must be verified by standard tests and methods acceptable to AUI or upon the reasonable request of the Retailer or the Customer. Tests of such measuring equipment will be made at AUI's expense, except the Retailer or the Customer will bear the expense of tests made at their request if the inaccuracy is found to be within the limits of error allowed in the *Electricity and Gas Inspection Act R.S. 1985 c.E-4*.

6.6. Facilities Interference

In the event the Customer's or the Retailer's facilities interfere with AUI's ability to provide accurate measurement at the Point of Receipt or the Point of Delivery, AUI may, immediately and without prior notice, cease to receive further deliveries of Gas at the Point of Receipt pending the remedying by the Customer or the Retailer of the cause of such interference to the satisfaction of AUI.

6.7. Use of TCPL/ATCO Measurements

Notwithstanding anything contained elsewhere in the Service Contract, AUI and the Retailer agree, at a Point of Delivery or at a Point of Receipt, being either a TCPL/AUI or ATCO/AUI system interconnection, where TCPL's or ATCO's measuring equipment is used or relied upon by AUI for measuring Gas delivered under the Service Contract (rather than AUI measuring equipment), TCPL's or ATCO's measurement and testing of Gas procedures will apply.

6.8. Forecast Quantities

The Retailer agrees to provide to AUI, for planning purposes, such forecasts of future quantities to be delivered under the Service Contract as AUI may request from time to time.

ARTICLE 7 – Gas Supply

7.1. Nominations

Subject to the other provisions of this Article, AUI agrees to receive from the Retailer the quantity of Gas the Retailer tenders for Gas Distribution Service, including the Retailer's share of AUI's Unaccounted-For Gas. This quantity of Gas will be aggregated with the Gas of all the Customers served by the same Retailer and will form the Nomination Quantity.

7.2. Imbalance Account

- (1) AUI will maintain an Imbalance Account for each Retailer.
- (2) AUI will determine the aggregated Monthly Imbalance Quantity for the Retailer, containing either the excess or deficiency, in gigajoules and record the same in the Imbalance Account.

- (3) The maintenance of the Imbalance Account by AUI will not relieve the Retailer of the Retailer's obligation to balance supply delivered at the Point of Receipt with takes at the Point of Delivery.
- (4) The Retailer is responsible for being informed of the Imbalance Account as recorded by AUI.

7.3. Settlement and Valuation of Imbalances

The Monthly Imbalance Quantity contained in the Imbalance Account will be settled by AUI purchasing from, or selling to, the Retailer the excess or deficiency at the prices and payment terms specified below.

- (1) The Monthly Imbalance Quantity is determined within a reasonable time after all deliveries for the Month have been billed by AUI.
- (2) The value of the Monthly Imbalance Quantity will be based on the corresponding Month's *Canadian Gas Price Reporter Rate 5A*.
- (3) The value of the Monthly Imbalance Quantity excess or deficiency, plus applicable taxes, will be paid by AUI or invoiced to the Retailer by the last Business Day of the second month following the said month of the Monthly Imbalance Quantity.
- (4) Corrections to imbalance quantities due to measurement errors or billing adjustments may be made in subsequent months.

7.4. Overriding Rights and Obligations

Notwithstanding anything contained elsewhere in this Article:

- (1) AUI reserves the right to restrict the flow of Gas at the Point of Delivery or the Point of Receipt to achieve a balance and/or correct any Imbalance Quantity, including, without limitation, situations where the Retailer repeatedly exceeds the Contract Demand without AUI's authorization; and
- (2) The provisions for settlement of the Monthly Imbalance Quantity do not relieve the Retailer of the Retailer's obligation to balance receipts and deliveries of the Customer's Gas into and out of AUI's Gas Distribution System. If the Retailer persistently fails to meet its obligation to balance, AUI may assess a charge to settle such imbalance(s).

7.5. Impaired Deliveries

- (1) If, by reason of the causes set out in Article 7.5(3), AUI is unable, in whole or in part, to deliver the quantities of Gas provided for in the Service Contract, then AUI will be relieved of liability for not delivering such quantities and AUI may curtail or discontinue deliveries of Gas under the Service Contract during the discontinuance and to the extent of the inability. However, AUI will endeavour to give reasonable notice of any curtailment or discontinuance of deliveries arising by virtue of such causes and will promptly endeavour to remedy the cause of any curtailment or discontinuance of deliveries as soon as reasonably possible.
- (2) Such notice will specify AUI's estimate of the duration of any such curtailment or discontinuance of deliveries under the Service Contract.
- (3) The causes referred to above are the necessity, in AUI's sole opinion, of making repairs, modifications or improvements to the Gas Distribution System. However, AUI will, when practicable, endeavour to effect such modifications or improvements, not emergency in nature, at a time and in a manner that does not unduly interfere with or interrupt deliveries of Gas.

ARTICLE 8 – Financial Matters

8.1. Retailer Pays Tariffs

- (1) Commencing on the Billing Commencement Date, the Retailer will pay AUI for those tariffs and charges set forth in the Service Contract as payable by the Retailer.
- (2) The Retailer will not be relieved by Force Majeure from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by AUI.

8.2. Billing

- (1) AUI will render, on a cycle-by-cycle basis, a statement to the Retailer for the total charges payable for Gas Distribution Service and as required in accordance with Article 7 – Gas Supply, and a statement to the Retailer for imbalance settlement in accordance with Article 7.
- (2) AUI may include, in any statement, any adjustments to billings for prior Months. Neither AUI, nor the Customer, nor the Retailer will be entitled to interest on any adjustment.

-
- (3) AUI reserves the right to bill the Customer directly for any amounts required to be provided by the Customer for Specific Facilities.
 - (4) The Retailer is required to provide the Customer with notification of an AUI Gas Distribution Tariff rate change in the billing envelope or through electronic billing at the time of the first charge to the Customer at the new rate. Notwithstanding the foregoing, AUI reserves the right to directly provide the Customer with information about its Gas Distribution Tariff. AUI also reserves the right to contact the Customer directly for comments and receive feedback about AUI's Gas Distribution Service and Gas Distribution Tariff.
 - (5) Notwithstanding provisions contained in Article 7.3 – Settlement and Valuation of Imbalances, AUI reserves the right to correct for errors in a previous statement.
 - (6) The Retailer will process the Customer payments and handle collection responsibilities. AUI will not assume any billing or collection obligations or responsibilities for, or on behalf of, the Retailer, unless agreed to by written contract between AUI and the Retailer. AUI may, at its sole discretion and in addition to any other remedies available to it, restrict enrolment or terminate Gas Transportation Service provided to the Retailer if the Retailer does not pay all outstanding amounts owed to AUI.

8.3. Payment

- (1) On or before the twenty-first (21st) Day following the rendering of a statement by AUI to the Retailer, the Retailer agrees to pay AUI the total amount payable. The Retailer will pay all amounts owed to AUI for any of the Gas Distribution Services provided by AUI regardless of whether the Customer has paid the Retailer.
- (2) Failure to receive a bill does not release the Retailer from the obligation to pay the amount owing for any of the Gas Distribution Services provided by AUI.
- (3) Each payment must be made in Canadian funds by cheque drawn in AUI's favour and delivered to AUI at the address stated in the Service Contract or by an agreed upon electronic funds transfer.

8.4. Unpaid Bills

- (1) If the Retailer defaults or is late in paying charges, AUI will provide the Retailer notice as required below in Article 8.4(3)(a). AUI 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 Retailer must provide an additional deposit to replace the funds drawn down because of the default or late payment.

-
- (2) AUI will assess the Retailer a late payment charge for any overdue amount, including previous late payment charges. The late payment percentage is set out in the Natural Gas Utility Service Rules. Any payments will first be applied to unpaid balances.
 - (3) If the Retailer defaults in its payments:
 - a) AUI must provide the Retailer with a notice in writing stating the Retailer is in default in its payments to AUI under AUI's terms and conditions of service and advising the Retailer that AUI may make a claim against the Retailer's security if the arrears are not paid within three (3) Business Days after the date of the notice;
 - b) If, after the expiry of the period set out in Article 8.4(3)(a), the Retailer's arrears remain unpaid, AUI may make a claim against the Retailer's security to cover the arrears;
 - c) If the Retailer has provided security in the form of a financial deposit, AUI may deduct from that deposit the amount of the unpaid arrears; and
 - d) If, in the opinion of AUI, the giving of notice in accordance with Article 8.4(3)(a) would impair AUI's ability to make a claim against the Retailer's security or to deduct the unpaid arrears from the Retailer's financial deposit, AUI may make the claim or deduct the unpaid arrears without notice.

8.5. Unauthorized Use

Where AUI determines there has been unauthorized use of Gas Distribution Service or the Gas Distribution System, including, but not limited to, meter or equipment tampering, unauthorized connection or reconnection, theft or fraud whereby AUI is denied full compensation for Gas Distribution Services provided, AUI will bill the Retailer for AUI's estimated Gas Distribution Service charges for such unauthorized use. AUI reserves the right to bill the Retailer for repairs of damage or reconstruction of AUI's Gas Distribution System. Nothing in this Article will limit any other rights or remedies AUI may have in connection with such unauthorized use.

8.6. Disputes

- (1) In the event the Retailer disputes any part of any statement, the Retailer will nevertheless pay to AUI the full amount of the statement when payment is due. Following resolution of any such dispute pursuant to Article 13 – Dispute Resolution, AUI will return any amount found owing to the Retailer.

- (2) The right or ability of the Retailer to dispute a charge for service provided under the Contract or these Retailer Distribution Service Rules will only apply to requests in writing and are limited to charges rendered up to two (2) years prior to the date of written notice of the dispute. AUI reserves the right to assess a charge to the Retailer for administration of a billing dispute raised by the Retailer in circumstances where AUI is not responsible for any error.

8.7. Failure to Pay

In the event the Retailer fails to pay the full amount of any statement within sixty (60) Days after payment is due, AUI, in addition to any other remedy it may have, may suspend Gas Distribution Service provided to the Retailer (upon 48 hours written notice) until full payment is made and such suspension will not terminate or otherwise affect the Retailer's obligations to AUI.

ARTICLE 9 – Discontinuance of Gas Distribution Service

This Article, as amended from time to time, specifies the processes for the transactions between AUI and the Retailer in relation to de-enrolment of a Site, including, without limitation, the circumstances when the Retailer chooses to discontinue Gas Distribution Service for the Customer, as set forth in Article 9.1 of these Retailer Distribution Service Rules, or when AUI discontinues Gas Distribution Service to the Retailer, as set forth in Article 9.2, or when the Retailer fails to provide supply or balance its Imbalance Account, as set forth in Article 9.3.

9.1. Discontinuance by the Retailer

- (1) To discontinue Gas Distribution Service, the Retailer must provide to AUI a notice of de-enrolment of service in accordance with Rule 021.
- (2) AUI will obtain or estimate the meter reading for each de-enrolment in accordance with the Natural Gas Utility Service Rules.
- (3) Notwithstanding the Retailer's responsibilities to provide updated Customer Information pursuant to Article 4 – Customer Inquiries and Customer Information, the Retailer must update Customer Information upon notice of de-enrolment.
- (4) The Retailer will provide AUI with updated Customer Information pursuant to sections 4.4(3) through 4.4(7), inclusive.
- (5) The Retailer is responsible to ensure the Customer is provided notice of the de-enrolment and the consequences of such de-enrolment, including the fact AUI will not be held liable for any disputes as between the Customer and the Retailer.

-
- (6) Upon receipt of a valid notice of de-enrolment, AUI will process the de-enrolment pursuant to Rule 021.
 - (7) The Retailer will remain responsible for Gas Services to the Site until a replacement Retailer is enrolled and in place for the Site, default supply Gas Service is in place for the Site or the Site is permanently disconnected, whichever is earlier.

9.2. Discontinuance by AltaGas Utilities Inc.

- (1) AUI may discontinue or restrict Gas Distribution Service to the Retailer if any of the following occur:
 - a. The Retailer fails to meet its obligations under these Retailer Distribution Service Rules or the Service Contract with AUI,
 - b. The Retailer fails to meet its prudential requirements pursuant to Article 11, or
 - c. The Retailer's license is revoked by Alberta Government Services or another responsible authority.
- (2) Notification of discontinuance will be made electronically to the Retailer. AUI will provide the Retailer three (3) Business Days notice before AUI discontinues Gas Distribution Service to the Retailer. Upon discontinuance of Gas Distribution Service to the Retailer pursuant to this Article, AUI will assume provision of the affected service(s) it is reasonably capable of providing.

9.3. Failure of the Retailer to Provide Supply or Settle Account Imbalance

- (1) AUI may discontinue Gas Distribution Service to the Retailer if AUI, in its sole discretion, determines the Retailer has failed to manage its Imbalance Account in accordance with Article 7 – Gas Supply.
- (2) AUI, in its sole discretion, may discontinue or restrict Gas Distribution Service to the Retailer if the Retailer's nomination for Gas supply was refused in whole or in part by the entity the Retailer has nominated Gas supply from and the Retailer has failed to restore or replace this supply on the same Day the Retailer receives verbal notice from AUI to restore or replace this supply.
- (3) Notification of discontinuance will be made electronically to the Retailer. AUI will provide the Retailer one (1) Business Day notice before AUI discontinues Gas Distribution Service to the Retailer. Upon discontinuation of Gas Distribution Service pursuant to this Article, AUI will assume provision of the affected service(s) it is reasonably capable of providing.

ARTICLE 10 – Service Disconnects and Reconnect

This Article, as amended from time to time, specifies the processes for the transactions between AUI and the Retailer in relation to the physical disconnect of a Site.

10.1. Disconnection of Service

- (1) Disconnection by AUI
 - a) AUI reserves the right to temporarily or permanently disconnect the Customer from the Gas Distribution System in a number of circumstances, including, but not limited to, non-payment of AUI bills or any past due charges, evidence of safety violations, energy theft or fraud by the Customer, threats or harassment made against employees or agents of AUI, failure to provide access to the Service Site for meter readings or other necessary work or any other failure by the Customer to meet its obligations under the Natural Gas Utility Service Rules.
 - b) If the disconnect is a result of a safety violation, AUI will reconnect the service only after the safety problem is resolved and the Customer has provided or paid AUI'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. AUI may assess a Reconnect Fee as set forth in the Special Charges Schedule.
- (2) Disconnection at Request of the Retailer
 - a) In accordance with the R3 Regulation, the Retailer will have the right to request AUI disconnect Gas Distribution Service to a Site where the Retailer is the Retailer of Record. AUI will process such requests in accordance with Rule 021.
 - b) The Retailer of Record will remain responsible for all Gas Services to a Site until one of the following occurs:
 - the de-enrolment effective date in the de-enrolment file is reached;
 - the Site is de-energized;
 - default supply Gas Service is in place for the Site;
 - the Site is enrolled by another Retailer; or
 - the Site is permanently disconnected.
 - c) AUI reserves the right to assess charges to the Retailer to disconnect Gas Distribution Service or attempt to disconnect service to the Customer at

actual cost, including, but not limited to, direct labour, materials, services and equipment, plus applicable overheads.

- d) AUI will notify the Retailer if a disconnect request was not successfully completed and include the reason why it was not successfully completed. If the Retailer still requires the Customer to be disconnected, the Retailer must re-issue a disconnect request.
 - e) AUI will 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 provisions of this Article.
- (3) Disconnects Affecting Pipelines and Equipment
- a) If the purpose for a disconnect can be reasonably expected to affect the Gas Distribution System, the Retailer will instruct the Customer to notify AUI of the Customer's plans and provide the Customer with the AUI General Inquiry Phone Number. Such purposes include, but are not limited to, relocation of pipelines and equipment, service site renovations, service site demolition and permanent stoppage in the use of natural gas.
 - b) At the time these Retailer Distribution Service Rules were prepared, the AUI General Inquiry Phone Number was 1-866-222-2067.

10.2. Reconnect Service

Before reconnecting or restoring service to a Site:

- a) The Retailer must provide AUI with sufficient notice pursuant to Rule 021 , to reconnect Gas Distribution Service.
- b) AUI reserves the right to assess, in accordance with these Retailer Distribution Service Rules and the Natural Gas Utility Service Rules, a Reconnection Fee and any other applicable charges set forth in the Rate Schedules.

ARTICLE 11 – Prudential Requirements

11.1. Setting of Prudential Requirements

The Retailer must fulfill the requirements set forth in this Article to the satisfaction of AUI before AUI will provide Gas Distribution Service to the Retailer.

- (1) Subject to review and reassessment of the prudential requirements of the Retailer by AUI, from time to time, the Retailer is required to meet and maintain such financial and other prudential requirements as set out in the *Natural Gas Billing Regulation, A.R. 185/2003*, to ensure the Retailer is, and remains, of sufficient financial standing to meet its ongoing financial obligations.
- (2) AUI, subject to review and reassessment, will establish the Retailer's security reduction in relation to its credit rating for each Retailer, affiliate or person who guarantees the financial obligations of the Retailer, subject to sections 6 and 7 of the *Natural Gas Billing Regulation, A.R. 185/2003*, and will notify the Retailer of its security requirement within 20 business days of the Retailer completing and delivering to AUI its application for service.
- (3) For purposes of calculating the amount of the Retailer's security deposit pursuant to section 5(2) of the *Natural Gas Billing Regulation, A.R. 185/2003*, the Retailer must project its payments under AUI's Rate Schedule over a period equal to the lesser of (A) 75 days, or (B) the total of (i) 20 days, plus (ii) the number of days between consecutive bills issued by AUI to the Retailer, plus (iii) the number of days from the issuance of a bill by AUI until payment is due from the Retailer.
- (4) Subject to section 6 of the *Natural Gas Billing Regulation, A.R., 185/2003*, the Retailer must provide security, in the form of a financial deposit, a bond, an irrevocable letter of credit or an irrevocable guarantee from a person, other than the Retailer, with a credit rating.
- (5) AUI will confirm the credit rating of the Retailer, affiliate or person guaranteeing the financial obligation of the Retailer. The credit rating will mean the bond rating according to Standard and Poor's Bond Rating Service or an equivalent bond rating from Dominion Bond Rating Service or Moody's Investors Service.

If the Retailer has obtained more than one credit rating, the lowest credit rating will be used in the assessment.

11.2. Maintaining Prudential Requirements

- (1) If the Retailer's actual outstanding charges under AUI's Rate Schedule are materially greater than the value projected by the Retailer under Article 11.1 of these Retailer Distribution Service Rules, AUI 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 AUI's request.
- (2) AUI requires Retailers to report any downgrading of their corporate bond rating to AUI within two (2) Business Days of said rating revisions, and must provide any

additional security required as a result of the downgrading within five (5) Business Days of the downgrading.

- (3) Subject to Article 8 of these Retailer Distribution Service Rules, if the Retailer fails to pay any amount billed AUI will apply all or any portion of the Retailer's security deposit to the unpaid amount. The Retailer will then be required to replenish the security deposit within five (5) Business Days.
- (4) Subject to Articles 8 and 9 of these Retailer Distribution Service Rules, if the Retailer fails to pay any amount billed or fails to present additional security as outlined herein, AUI reserves the right to suspend the provision of additional Gas Distribution Service to the Retailer or discontinue Gas Distribution Service entirely to the Retailer. AUI will provide the Retailer notice of discontinuance three (3) Business Days before AUI discontinues Gas Distribution Service to the Retailer.

Upon discontinuance of Gas Distribution Service to the Retailer pursuant to this Article, AUI will assume the provision of the affected service(s) AUI is reasonably capable of providing.

- (5) A Retailer required to provide security in accordance with the *Natural Gas Billing Regulation, A.R. 185/2003* and these Retailer Distribution Service Rules must maintain that amount of security until all obligations of the Retailer under AUI's Gas Distribution Tariff are satisfied. A Retailer providing security, other than by means of a financial deposit held by AUI, must either ensure its security has no expiry date and cannot be terminated or must, at all times, ensure its security is automatically extended from year to year for successive periods of a minimum of one year from any expiration date thereof, unless AUI is notified in writing by prepaid registered mail not less than thirty (30) Days prior to any expiration date, the security will not be renewed for any such additional period (Notice of Non-Renewal).
- (6) Upon receipt of a Notice of Non-Renewal, AUI will provide notice of same in writing to the Retailer advising the Retailer's failure to provide AUI with alternate security meeting the requirements set out in the *Natural Gas Billing Regulation, A.R. 185/2003* within three (3) Business Days after the date of the notice will constitute a breach of the Retailer's obligation to maintain its security in accordance with section 8 of the *Natural Gas Billing Regulation, A.R. 185/2003* and an event of default under Article 14.1 of these Retailer Distribution Service Rules. If, after three (3) Business Days, AUI is not in receipt of such alternate security, the full amount of the Retailer's security determined in accordance with Article 11 of these Retailer Distribution Service Rules will become due and payable to AUI and AUI will be entitled to make demand or claim against the Retailer's security in accordance with Article 8.4.

- (7) In the event of a default by the Retailer, AUI is entitled to recover, as part of the Gas Distribution Tariff, any costs not covered by a claim against the Retailer's security under section 9 of the *Natural Gas Billing Regulation A.R. 185/2003*, as 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.

11.4. Costs

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

11.5. Interest on Security Deposits

Interest on each Retailer's cash security deposit held by AUI will be calculated at the rate specified, from time to time, in the *Residential Tenancies Act, R.S.A. 2000, c.R-17*. Interest will be credited to the Retailer annually.

ARTICLE 12 – Force Majeure

12.1. Effect of Force Majeure on Breach

Subject to the other provisions of this Article, if either party to the Service Contract fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure is occasioned by, or in connection with, or in consequence of Force Majeure, as hereinafter defined, such failure will be deemed not to be in a breach of such covenants or obligations.

12.2. Meaning of Force Majeure

For the purposes of the Service Contract, "Force Majeure" means any cause, other than financial, beyond the control of the party claiming suspension and the cause could not have been prevented or overcome by due diligence, including, but not limited to:

- a) acts of God, such as lightning, earthquakes, storms, floods, fires, landslides and washouts;
- b) strikes, lockouts or other industrial disturbances;
- c) acts of the Queen's enemy, sabotage, wars, blockades, insurrections, riots, epidemics, civil disturbances, arrests and restraints;

-
- d) explosions, breakages of or accidents to machinery or lines of pipe;
 - e) hydrate obstructions of lines of pipe and equipment;
 - f) temporary failures of Gas supply;
 - g) freezing of wells or delivery facilities, well blowouts, and craterings; and
 - h) the Orders of any court or governmental authority.

12.3. Exceptions to Force Majeure

- (1) Notwithstanding Section 12.2, a Decision, Direction, or Order made by the Commission in the normal course of it exercising its authority to establish the appropriate revenue requirement or rates of the parties to this agreement will not be considered an event of Force Majeure.
- (2) Neither party is entitled to the benefit of the provisions of Article 12.1 under any of the following circumstances:
 - a) to the extent the failure was caused by the sole negligence of the party claiming suspension;
 - b) to the extent the failure was caused by the party claiming suspension having failed to remedy the condition where it is within that party's ability, alone, to do so and to resume the performance of such covenants or obligations with reasonable dispatch;
 - c) if the failure was caused by lack of funds or with respect to the payment of any amount or amounts then due under the Service Contract; or
 - d) unless, as soon as possible after the happening of the occurrence relied upon or as soon as possible after determining the occurrence was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants or obligations under the Service Contract, the party claiming suspension necessarily gives to the other party notice, either in writing or by electronic mail, advising that such party is unable, by reason of Force Majeure (the nature of which to be specified in the notice, to perform the particular covenants or obligations.

12.4. Notice of remedy

Likewise, the party claiming suspension must give notice, as soon as possible after the Force Majeure condition is remedied, that the condition is remedied and such party has

resumed, or is then in a position to resume, the performance of such covenants or obligations.

12.5. Labour Disputes

Notwithstanding anything to the contrary in this Article, expressed or implied, the parties agree the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the particular party involved in the labour dispute and such party may make settlement of the labour dispute at such time and on such terms and conditions as it may deem advisable. No delay in making such settlement will deprive such party of the benefit of Article 12.1.

ARTICLE 13 – Dispute Resolution

13.1. Resolution by AUI and the Retailer

If any dispute between AUI and a Retailer arises at any time in connection with these Retailer Distribution Service Rules, AUI and the Retailer, acting reasonably and in good faith, will use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner.

13.2. Resolution by Arbitration

If any dispute has not been resolved pursuant to Article 13.1 within thirty (30) Days after notice from AUI or the Retailer to the other of its desire to have the dispute resolved, then the dispute will be resolved pursuant to Articles 13.3 to 13.11 of these Retailer Distribution Service Rules. AUI and the Retailer will abide by the terms of any award rendered by the arbitrator(s) appointed pursuant to these Retailer Distribution Service Rules without delay.

13.3. Arbitrators

All disputes or differences between AUI and the Retailer in connection with these Retailer Distribution Service Rules will be referred (unless AUI 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 AUI and the Retailer who will, in writing, appoint a third arbitrator immediately after they are, themselves, appointed. Notwithstanding the foregoing, any disputed matters between AUI and the Retailer relating to an Order or Direction made or approved by the Commission or falling within the exclusive jurisdiction of the Commission, will be referred to the Commission for resolution.

13.4. Failure to Concur

AUI and the Retailer will be deemed to have failed to concur in the appointment of a single arbitrator if such an arbitrator is not appointed within fifteen (15) Days after the serving by either AUI or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

13.5. Refusal to Appoint an Arbitrator

If either AUI or the Retailer 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 AUI or the Retailer, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator will be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default.

13.6. Failure to Appoint a Third Arbitrator

If the arbitrators appointed by AUI 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 AUI or the Retailer will be entitled to apply upon notice to the other party to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.

13.7. Technical Competence

Any arbitrator appointed under the provisions of this Article, whether by concurrence of AUI and the Retailer, by either party, by the arbitrators or by a Justice of the Court of Queen's Bench of Alberta, will, in the opinion of the persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable that arbitrator to properly adjudicate upon the dispute or difference.

13.8. Compensations of Arbitrators

Each party will be responsible for the costs of the arbitrator appointed by it pursuant to these Retailer Distribution Service Rules. The costs of the third arbitrator will be divided evenly between AUI and the Retailer.

13.9. Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act, R.S.A., 2000, c.A-43*, as amended from time to time, will apply to any arbitration proceeding.

13.10. Decisions Binding

A decision of the single arbitrator or the majority of the three arbitrators named or appointed will be final and binding upon each of the parties to the dispute or difference.

13.11. Continuity of Service

All performance and payments requirements under these Retailer Distribution Service Rules by AUI and the Retailer will continue during the dispute resolution proceedings contemplated by this Article provided, in the case of any such proceedings pertaining to amounts payable under these Retailer Distribution Service Rules, any payments or reimbursements required as a result of the proceedings will be effective as of a date to be determined in such proceedings and interest will be paid on those amounts by the party required to make the payment or reimbursement on the amount at the rate specified from time to time in the *Residential Tenancies Act, R.S.A. 2000, c.R.-17*, but not less than 2.5% from the date so determined until paid.

ARTICLE 14 – Termination on Default

14.1. Events of Default

An event of default under these Retailer Distribution Service Rules and the Service Contract will occur if either AUI or the Retailer (for purposes of this provision, the 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) fails to pay the other party (Non-Defaulting Party) when payment is due, or to satisfy any other material obligation under these Retailer Distribution Service Rules or the Service Contract including, without limiting the generality of the foregoing, fulfilling the prudential requirements as set forth in Article 11 in accordance with these Retailer Distribution Service Rules and fails to remedy the failure or satisfy the obligation, as the case may be, within three (3) Business Days after the receipt of written notice of the default or breach from the Non-Defaulting Party.

14.2. Rights Upon Default

In an event of default, the Non-Defaulting Party will, subject to these Retailer Distribution Service Rules and any applicable regulatory requirements, be entitled to pursue any and all available legal and equitable remedies and terminate the Service Contract. Where the Defaulting Party is AUI or the Retailer and the Non-Defaulting Party elects to terminate, the Service Contract is terminated without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. The Non-Defaulting Party will provide written notice to the Defaulting Party advising as to the nature of any default and of its intention to terminate service under the Service Contract and these Retailer Distribution Service Rules.

14.3. Recourse to Security Upon the Retailer Default

In addition to any other rights and remedies set out in these Retailer Distribution Service Rules, in an event of default by the Retailer, other than a default in payment addressed under section 9 of *Natural Gas Billing Regulation, A.R. 185/2003*, the full amount of the Retailer's security determined in accordance with Article 11 of these Retailer Distribution Service Rules will become due and payable to AUI and AUI will be entitled to make demand or claim against the Retailer's security for the full amount secured. All funds received by AUI in respect of such claim will be retained by AUI and applied against the Retailer's obligations 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 will be returned to the issuing party of the security for the benefit of the Retailer.

ARTICLE 15 – Notice

15.1. Notice in Writing

Unless otherwise stated herein, every notice, request, statement or bill provided for or by the Service Contract or any notice either AUI or the Retailer may desire to give to the other must be in writing directed to the party to whom it is given and made or delivered at such party's address as stated in the Service Contract.

15.2. Delivery of Notice

- (1) Any notice may be given by mailing the same, postage prepaid, in an envelope properly addressed to the person to whom the notice is given and will be deemed to be received four (4) Business Days after the mailing of the notice.
- (2) Any notice may also be given by prepaid facsimile or other means of electronic transmission addressed to the person to whom such notice is given, at such

person's address for notice and any such notice so served will be deemed to have been given one (1) Business Day after transmission.

- (3) Any notice may also be delivered by hand to the person, or his representative, to whom such notice is given at such person's address for notice and such notice will be deemed to have been given when received by such person or his representative.
- (4) Any notice may also be given by telephone followed immediately by letter, facsimile or other means of electronic transmission. Any notice so given will be deemed to have been given of the date and time of the telephone notice.

15.3. Disruption of Mail

In the event of disruption of regular mail, every payment will be delivered and every notice, demand, statement or bill will be given by one of the alternative means set out in this Article.

ARTICLE 16 – Miscellaneous Matters

16.1. Indemnity

- (1) The Retailer agrees to indemnify and save AUI harmless from and against any and all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses of whatever nature or kind however and by whosoever made or incurred arising out of or in any way connected, either directly or indirectly, with any act, omission or default on the part of the Retailer under the Service Contract.
- (2) AUI agrees to indemnify and save the Retailer harmless from and against all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses of whatever nature or kind however and by whosoever made or incurred arising out of the gross negligence or wilful misconduct of AUI under the Service Contract.
- (3) Notwithstanding Article 16.1(2), in no event, whether as a result of alleged negligence on the part of AUI or otherwise, will AUI be liable to the Customer or the Retailer for loss of profits or revenues, cost of capital, loss for failure to deliver Gas, cost of purchased or replacement Gas, claims of Customer(s)'s for failure to deliver Gas, cancellation of permits, termination of contracts or other similar special or consequential damages or claims.

16.2. Retailer Distribution Service Rules Prevail

No representation or commitment inconsistent with these Retailer Distribution Service Rules has any effect unless approved by the Commission.

16.3. General Laws Apply

The Retailer Distribution Service Rules and the Service Contract are subject to all applicable present and future laws, rules, regulations and orders of any legislative body or duly instituted authority now or hereafter having jurisdiction.

16.4. No Waiver

No waiver by AUI or the Retailer of any default by the other under the Retailer Distribution Service Rules or Service Contract will operate as a waiver of a future default whether of a like or different character.

16.5. No Assignment

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

16.6. Applicable Laws

The Service Contract and Retailer Distribution Service Rules will be construed in accordance with the laws of the Province of Alberta and the laws of Canada, as applicable.

Schedule A
Consent for Collection, Use, and Release of Customer Information

AltaGas Utilities Inc.
Retailer Distribution Service Rules



AltaGas Utilities Inc.
5509 45 Street main 780.986.5215
Leduc AB T9E 6T6 fax 780.986.5220

Consent for Collection, Use and Release of Customer Information

"Customer Information" means personal information like your name, address, contact information, identifying numbers, and payment and usage information.

This form is needed in order for AltaGas Utilities to collect and use your Customer Information for the purposes of natural gas service and billing, and to allow AltaGas Utilities to release your Customer Information to persons you allow like a retailer or other person.

Section 1 - AltaGas Utilities Inc. Customer Account Information

(As per Customer's AltaGas Utilities bill)

Site ID/Premise: 0 0 0 7 0 _____

Customer Name: _____

*Operating as (if different from above): _____

Service Address: _____

*Only required for business/commercial accounts

Additional Information:

Telephone: () _____ Fax: () _____

E-mail: _____

Section 2 - Content of Customer Information To Be Released

AltaGas Utilities Inc. is authorized to disclose Customer Information in regards to the account shown in Section 1 of this document, as well as the following Customer Information:

Consumption History (12 months): Yes / No (please circle your response)
Payment History (12 months): Yes / No (please circle your response)
Billing Information (\$) (12 months): Yes / No (please circle your response)
Other (please specify): _____

Section 3 - Authorized Recipient of Customer Information

AltaGas Utilities Inc. may disclose and release the Customer Information, listed in Sections 1 and 2 to the following parties:

Retailer (please specify): _____
Energy Management Company (please specify): _____
Other (please specify): _____

Section 4 - Customer Information Release Date to Specified Persons

AltaGas Utilities Inc. may release my Customer Information to the persons specified in section 3 from _____ up to and including _____
(yyyy-mm-dd) (yyyy-mm-dd)

(Please note that Section 4 is for the time period that this Consent form is valid NOT the consumption history period.)

Section 5 - Customer Authorization

The Customer agrees and consents to the collection, and use by AltaGas Utilities Inc. of Customer Information, and to the disclosure and release of the Customer Information to the listed parties, for the time period, and under the conditions set out above.

Name (please print): _____ Signature: _____

Title (if business account): _____ Date: _____
(yyyy-mm-dd)

PLEASE PRINT CLEARLY

Please fax completed form to the attention of Regulatory Affairs at (780) 986-5220.

Version 1.2

ALTAGAS UTILITIES INC.
RETAILER DISTRIBUTION
SERVICE CONTRACT

Contract No. _____

RETAILER DISTRIBUTION SERVICE CONTRACT

THIS RETAILER DISTRIBUTION SERVICE CONTRACT
(Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[RETAILER], a body corporate, carrying on business
in the Province of Alberta (hereinafter called the Retailer),

OF THE FIRST PART,

- and -

ALTAGAS UTILITIES INC.
a body corporate, carrying on business
in the Province of Alberta,
(hereinafter referred to as AUI),

OF THE SECOND PART,

WHEREAS:

- a) AUI owns and operates a Gas Distribution System within the Province of Alberta;
and
- b) The Retailer, on behalf of itself and each Customer, has requested AUI to provide Gas Distribution Service for the purpose of serving each Customer,

in consideration of the rights and obligations of AUI and the Retailer (the Parties) set forth in this Contract, the Parties covenant and agree:

ARTICLE 1
RATE SCHEDULE AND
RETAILER DISTRIBUTION SERVICE RULES

- 1.1 The Retailer acknowledges receipt of a current copy of AUI's Rate Schedule, attached as Schedule A to this Contract, and agrees the Rate Schedule, as amended from time to time and approved by the Alberta Utilities Commission (the Commission), forms an integral part of this Contract.
- 1.2 The Retailer acknowledges receipt of a current copy of AUI's Retailer Distribution Service Rules, attached as Schedule B to this contract, and agrees the Retailer Distribution Service Rules, as amended from time to time and approved by the Commission, forms an integral part of this Contract

ARTICLE 2
DEFINITIONS

- 2.1 The words, terms, and phrases used in this Contract will, unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act R.S.A. 2000 c. G-5* and the Retailer Distribution Service Rules.

ARTICLE 3
RETAILER REPRESENTATIONS

- 3.1 The Retailer represents, covenants and warrants, to and with AUI, at all relevant times during the term of this Contract:
- 3.1.1 The Retailer is, and has been, complying with each of the conditions set forth in Article 4 of this Contract;
- 3.1.2 Except where a Customer is a signatory to this Contract (a Self-Retailer), each Customer has appointed the Retailer as its retailer under an agency agreement in accordance with the *Gas Utilities Act* and, as such, the Retailer has full power and authority to take responsibility for all matters relating to the Customer's Gas Services arrangements and, without limiting the generality thereof, to negotiate, establish, document, implement, operate, perform, terminate and amend all matters relating to the Customer's Gas Services arrangements on behalf of the Customer;
- 3.1.3 The Retailer has entered into all contracts, agreements and arrangements necessary to secure the Gas Services necessary to satisfy the Retailer's obligations under this Contract;

-
- 3.1.4 In the event of a disruption of any Gas supply, the Retailer will immediately cause an alternative supply to be available;
 - 3.1.5 A failure by the Retailer to supply Gas in accordance with the Retailer Distribution Service Rules is subject to the terms and conditions of the Retailer Distribution Service Rules.

ARTICLE 4 **CONDITIONS**

- 4.1 AUI has no obligation to provide Gas Distribution Service if, and to the extent, the Retailer fails to comply with all the conditions prescribed by the *Gas Utilities Act*, the Retailer Distribution Service Rules and each of the following conditions:
 - 4.1.1 The Retailer is responsible for providing accurate and timely Customer Information to AUI in an electronic format pursuant to Rule 021.
 - 4.1.2 Should the Retailer become aware of any change in Customer Information during the term of this Contract, the Retailer is responsible for informing AUI of the change, pursuant to Rule 021, as soon as reasonably practical in the circumstance and in any event within five (5) Business Days of the Retailer becoming aware of the change.
 - 4.1.3 The Retailer understands and agrees Gas Distribution Service provided under this Contract is provided solely for the Retailer's use and for the Customers identified to AUI in accordance with this Article 4.1. The Retailer may not use the Gas Distribution Service provided by AUI for any other purpose;
 - 4.1.4 If the Retailer becomes aware, at any time, of any Customer using Gas Services provided by the Retailer or Gas Distribution Service provided by AUI in a manner inconsistent with the Retailer Distribution Service Rules, and/or potentially creating safety, health or environmental concerns or damage to the Gas Distribution System, the Retailer must immediately notify AUI of such circumstances;
 - 4.1.5 In providing service to any Customer, the Retailer may not damage or interfere with, or otherwise disturb, alter or tamper with the Gas Distribution System. The Retailer must notify AUI immediately of any problem or defect relating to the Gas Distribution System the Retailer discovers or has brought to its attention;
 - 4.1.6 The Retailer understands and agrees AUI will not perform billing or collections activities on its behalf, unless specified by separate contract. The Retailer agrees to pay all amounts due and owing to AUI in accordance with the Retailer

Distribution Service Rules, regardless of any billing or collection disputes the Retailer may have with any Customer;

- 4.1.7 The Retailer agrees to comply with all prudential requirements pursuant to the Retailer Distribution Service Rules and the *Natural Gas Billing Regulation A.R. 185/2003*, as amended;
- 4.1.8 The Retailer agrees to comply with all billing requirements, including displaying AUI's emergency contact phone number on Customer bills, pursuant to the *Natural Gas Billing Regulation A.R. 185/2003*, as amended; and
- 4.1.9 The Retailer will continue to satisfy all conditions prescribed by the *Gas Utilities Act* and this Article 4.1 for Gas Services arrangements.

ARTICLE 5 RECEIPT POINTS

- 5.1 The Point of Receipt for Gas delivered by the Retailer to AUI pursuant to this Contract must be (check only one):
- ___ via a TCPL (NOVA) Inventory Transfer (NIT); or
___ via an ATCO Pipelines Account Transfer.
- 5.2 AUI will determine receipt locations by consultation with the Retailer if anything other than a NIT or an ATCO Pipelines Account Transfer is utilized.

ARTICLE 6 GAS SUPPLY

- 6.1 The Retailer will, at all times, have the obligation to comply with Gas balancing requirements specified in the Retailer Distribution Service Rules.

ARTICLE 7 PRICE

- 7.1 AUI will invoice the Retailer or Self-Retailer, who is a signatory to this Contract, for all applicable rates, tolls, charges and federal and provincial taxes as specified in AUI's Rate Schedule, as amended from time to time and approved by the Commission, and the Retailer agrees to pay such invoices in accordance with the Retailer Distribution Service Rules.
- 7.2 Payment terms will be as specified in the Retailer Distribution Service Rules.

The Retailer: [the Retailer or Self-Retailer]
Address
City, Province
Postal Code

Attention:
The Retailer ID No.:
Telephone: ()
Fax: ()

9.3 Either party may change its address by giving written notice to the other.

ARTICLE 10 GENERAL

- 10.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person, without the express prior written consent of the other party. As used in this Article, the term “Confidential Information” will include all business, financial and commercial information pertaining to the Parties, Customers of either Party, suppliers of either Party, personnel of either Party and any trade secrets and other information of a similar nature.
- 10.2 Notwithstanding the preceding paragraph, 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, provided:
- (a) such Confidential Information is submitted under the applicable provision, if available and permitted, 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 and an opportunity to make representations, to the extent permissible, to the relevant governmental, judicial or regulatory authority concerning the confidential nature of the information and/or the requirement for such information to remain confidential.
- 10.3 This Contract will bind and enure to the Parties’ respective successors and assigns. However, any assignment will not release either Party from such Party’s obligations under this Contract without the written consent of the other Party to such release. Consent to such release may not be unreasonably withheld.

AltaGas Utilities Inc.
Retailer Distribution Service Contract

Page 7

- 10.4 If any provision of this Contract, or the application thereof, is, to any extent, held invalid or unenforceable, the remainder of this Contract and the application thereof, other than those provisions held invalid or unenforceable, will remain unaffected and will continue in full force and effect and will be enforceable to the fullest extent permitted by law or in equity.

AltaGas Utilities Inc.
Retailer Distribution Service Contract

IN WITNESS WHEREOF this Contract has been properly executed by the Retailer (or Self-Retailer) and AUI as of the date first written above.

ALTAGAS UTILITIES INC.

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

[RETAILER or SELF-RETAILER]

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

SCHEDULE A
ALTAGAS UTILITIES INC.
RATE SCHEDULE

SCHEDULE B
ALTAGAS UTILITIES INC.
RETAILER DISTRIBUTION SERVICE RULES

AltaGas Utilities Inc.

**PRODUCER TRANSPORTATION
SERVICE RULES**

Effective: April 1, 2013

AltaGas Utilities Inc.
Producer Transportation Service Rules

- TABLE OF CONTENTS -

ARTICLE 1 – Context.....	1
1.1. Application.....	1
1.2. Relationships.....	1
1.3. Applicable Rate.....	1
1.4. Definitions.....	1
1.5. Interpretation.....	4
ARTICLE 2 – General Provisions	4
2.1. Transportation Only	4
2.2. Request for Service	4
2.3. Need for a Contract.....	5
2.4. Land Use	5
2.5. Right of Entry	5
2.6. Gas Under AUI Control.....	5
2.7. AUI Determines Routing	5
2.8. Gas May be Commingled	5
2.9. Producer Confirms Right to Transport	6
2.10. Commitment to Maintain Systems.....	6
2.11. Specific Facilities.....	6
ARTICLE 3 – Quality of Gas	6
3.1. Gas Must be of Merchantable Quality	6
3.2. Quality on Delivery.....	8
3.3. Notice on Change in Input Quality	8
3.4. Notice on change in output quality	8
ARTICLE 4 – Measurement.....	8
4.1. Statutory Standards Apply	8
4.2. Measuring Equipment.....	8
4.3. Testing of Measuring Equipment.....	8
4.4. Inspection of Records and Equipment	9
4.5. Units Used.....	9
4.6. Method of Measurement	9
4.7. Gross Heating Value	11
4.8. Composition.....	11
4.9. Gas Characteristics.....	12
4.10. Pulsation Dampening.....	12
4.11. Facilities Interference.....	12
4.12. Use of TCPL or Other Measurements	13
4.13. Forecast Volumes.....	13
ARTICLE 5 – Gas Delivery	13
5.1. Matching Receipts and Deliveries	13
5.2. Overriding Rights and Obligations	13
5.3. Inability to exchange.....	13
5.4. Minimum and Maximum Contract Pressures	14
5.5. Lost Gas	15

AltaGas Utilities Inc.
Producer Transportation Service Rules

5.6.	Allocations	15
5.7.	Impaired Transportation.....	16
ARTICLE 6 – Financial Matters.....		16
6.1.	Producer Pays Tariffs.....	16
6.2.	Billing	17
6.3.	Payment.....	17
6.4.	Unpaid Bills	17
6.5.	Disputes.....	17
6.6.	Failure to Pay	17
6.7.	Letter of Credit.....	18
ARTICLE 7 – Force Majeure		18
7.1.	Effect of Force Majeure on Breach.....	18
7.2.	Meaning of Force Majeure.....	18
7.3.	Exceptions to Force Majeure	19
7.4.	Notice of Remedy	20
7.5.	Labour disputes	20
ARTICLE 8 – Termination on Default.....		20
8.1.	Non-Defaulting Party May Terminate	20
8.2.	Notice of Intent	20
8.3.	Time to Remedy.....	20
8.4.	Producer’s Failure to Remedy	20
8.5.	AUI’s Failure to Remedy.....	21
ARTICLE 9 – Notice		21
9.1.	Notice in Writing	21
9.2.	Delivery of Notice.....	21
9.3.	Disruption of Mail.....	22
ARTICLE 10 – Miscellaneous Matters		22
10.1	Indemnity	22
10.2	Producer Transportation Service Rules Prevail	23
10.3	General Laws Apply	23
10.4	Commitment to Performance.....	23
10.5	No Waiver.....	23
10.6	Application to All Receipt Points	23
10.7	Application to Successors.....	23
10.8	Use as Security.....	23
10.9	Applicable Laws	24

ARTICLE 1 – Context

1.1. Application

These Producer Transportation Service Rules are part of every Transportation Contract of AUI.

1.2. Relationships

These Producer Transportation Service Rules govern the relationship between AUI and a Producer. They are part of AUI's Gas Distribution Tariff and as such must be approved by the Commission. They apply to every Producer unless varied by an agreement approved by the Commission.

1.3. Applicable Rate

When accepting a Transportation Contract, AUI will designate the rate to be applied to the service.

1.4. Definitions

The following words or terms when used in these Producer Transportation Service Rules, the Rate Schedule or in a Transportation Contract will, unless the context otherwise requires, have the meanings given below:

“10³m³” means one thousand (1,000) cubic metres of Gas;

“Act” means the *Gas Utilities Act – R.S.A. 2000 c.G-5*, as amended from time to time, and any legislative enactment in substitution or replacement thereof;

“Allocation Method” means the procedure used to assign portions of the Gas flows at a Point of Receipt or Point of Delivery to the various Transportation Contracts moving gas at the location;

“AltaGas Utilities Inc.” or “AUI” or “the Company” means AltaGas Utilities Inc. or its successor;

“Billing Commencement Date” means the commencement date for assessing the tariffs and charges as set forth in these Producer Transportation Service Rules; provided however that the Billing Commencement Date will be adjusted by AUI if AUI is unable to commence Transportation Service under the Transportation Contract on such date;

“Commission” means the Alberta Utilities Commission;

“Contract Demand” means the maximum quantity of Gas in any consecutive twenty-four (24) hour period that AUI will be obligated to receive at the Point of Receipt, as agreed between the parties to the Transportation Contract;

“cubic metre of Gas” or “m³” means the quantity of Gas which at a temperature of fifteen degrees Celsius (15°C) and at a pressure of one hundred one and three hundred twenty-five one-thousandths (101.325) kPa absolute occupies one (1) cubic metre;

“Date of Initial Delivery” means the date AUI commenced Transportation Service under the Transportation Contract;

“Day” means a period of twenty-four (24) consecutive hours, beginning and ending at eight hours (08:00), Mountain Standard Time;

“Gas” means all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

“Gas Distribution Tariff” means the rates, tolls, charges and terms and conditions of service fixed by the Commission, as defined in the Act, as amended from time to time;

“Gas Pipeline System” means all those facilities, including the Specific Facilities, owned or used by AUI in the receipt, transportation, measurement, testing and delivery of Gas;

“GJ” means gigajoules or one billion (1,000,000,000) joules;

“Gross Heating Value” means the number of megajoules obtained from the combustion of a cubic metre of Gas at a temperature of fifteen degrees Celsius (15°C), with the Gas free of water vapour, and at a pressure of one hundred one and three hundred twenty five one-thousandths (101.325) kPa absolute and with the products of combustion cooled to the initial temperature of the Gas and the water formed by the combustion condensed to the liquid state;

“J” means joule;

“kPa” means kilopascals of pressure gauge unless otherwise specified;

“Maximum Contract Pressure” has the meaning given in Article 5;

“MJ” means megajoules or one million (1,000,000) joules;

“Minimum Contract Pressure” has the meaning given in Article 5;

AltaGas Utilities Inc.
Producer Transportation Service Rules

Page 3

“Month” means a period beginning at eight hours (08:00), Mountain Standard Time, on the first Day of a calendar month and ending at eight hours (08:00), Mountain Standard Time, on the first Day of the next succeeding calendar month;

“Nomination” means a written or electronic request for Gas to flow at a Point of Receipt or a Point of Delivery: 1) at a specified rate of flow, commencing at a specified time, or 2) a specified quantity on a specified date;

“Point of Delivery” means the point on AUI’s system at which AUI delivers from the Gas Pipeline System to a Producer the Gas that has been transported under the Transportation Contract;

“Point of Receipt” means the point on AUI’s system at which the Gas to be transported under the Transportation Contract first enters the Gas Pipeline System;

“Producer Transporter” or “Producer” means a person, firm, partnership, corporation or organization that is an owner of natural gas requiring Transportation Service for transporting Gas through AUI’s Gas Pipeline System, served under the Rate 10 class of rates, pursuant to AUI’s Rate Schedule;

“Rate Schedule” means the Gas Distribution Tariff rate schedule, including the general terms and conditions of service and any applicable rate riders, for the rate specified in and applicable to the Transportation Contract, or such other rate schedule in replacement thereof, as approved by the Commission and determined by AUI to be in effect from time to time;

“Specific Facilities” means those facilities installed by AUI for the benefit of a Producer and required to transport Gas;

“Standard Conditions” means Standard Temperature and Standard Pressure;

“Standard Pressure” means

- (a) in the International system of units, an absolute pressure equal to 101.325 kPa, and
- (b) in the Imperial system of units,
 - (i) 14.73 psia, or
 - (ii) 30 in. of mercury at 32°F;

“Standard Temperature” means a temperature that is equal to

- (a) 15°C in the International system of units, or
- (b) 60°F in the Imperial system of units;

“Transportation Contract” means the transportation contract between AUI and a Producer and includes all schedules attached thereto and these Producer Transportation Service Rules;

“Transportation Service” means the service of transporting Gas through AUI’s Gas Pipeline System or other facilities;

“TCPL” means TransCanada Pipelines Ltd., including any facilities operated under Nova Gas Transmission Ltd., or their successor(s);

“Year” means a period commencing on the Billing Commencement Date or anniversary of same and ending on the next succeeding anniversary of the Billing Commencement Date.

1.5. Interpretation

- (1) In the interpretation of the Transportation Contract, words in the singular will be read and construed in the plural or words in the plural will be read and construed in the singular where the context so requires.
- (2) The headings used throughout the Transportation Contract are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any article, clause or schedule or to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- (3) The definitions of all units of measurement and their prefixes used throughout the Transportation Contract will be in accordance with the International System of Units.

ARTICLE 2 – General Provisions

2.1. Transportation Only

The Transportation Contract is solely for Transportation Service and a Producer will not acquire any title or interest in the Gas Pipeline System of AUI and AUI will not acquire any title or interest in the Gas being transported under the Transportation Contract.

2.2. Request for Service

When a Producer requests Transportation Service from AUI, AUI must inform the Producer of the conditions to be satisfied before a Transportation Contract may be accepted and service commenced. A Producer must provide any information AUI reasonably requires to assess the request. AUI retains the right to refuse a Producer’s request for Transportation Service.

2.3. Need for a Contract

Every Producer must sign a Transportation Contract to receive Transportation Service.

2.4. Land Use

A Producer must ensure, with respect to property owned or controlled by the Producer, AUI is provided, at no cost, with any land use rights required to provide and maintain the service.

2.5. Right of Entry

- (1) AUI has the right to enter the installation or complex of the Producer at any reasonable time:
 - (a) to install, maintain, or remove its facilities,
 - (b) to read, inspect, repair, or remove its metering devices, or
 - (c) to do anything else incidental to providing or discontinuing the Transportation Service.
- (2) If any of AUI's equipment is situated within the Producer's installation or complex, the Producer must ensure AUI can obtain access to the equipment when necessary.

2.6. Gas Under AUI Control

Gas delivered to AUI by a Producer for Transportation Service will be under the exclusive control of AUI from the time such Gas is accepted for Transportation Service at the Point of Receipt until delivered at the Point of Delivery.

2.7. AUI Determines Routing

AUI does not dedicate the Gas Pipeline System or any segment thereof for Transportation Service for a Producer and, accordingly, the routing and facilities used for Transportation Service for a Producer will be at AUI's discretion and may change from time to time.

2.8. Gas May be Commingled

- (1) AUI may, in the course of transporting Gas in the Gas Pipeline System, commingle with, or exchange for, Gas owned by, or transported for, others or remove certain hydrocarbon components present in the Gas.
- (2) As commingling, exchanging or the removal of certain hydrocarbon components may alter the Gross Heating Value or constituent parts of the Gas between the Point of Receipt and the Point of Delivery, AUI will not be required to deliver, at

the Point of Delivery, Gas with the same Gross Heating Value or containing the same constituent parts as Gas delivered at the Point of Receipt and AUI will make whatever compensating adjustments to volume and Gross Heating Value as may be warranted.

- (3) In the event, and to the extent any hydrocarbon components in the Gas delivered at the Point of Receipt are absent from the Gas delivered at the Point of Delivery as the result of commingling, exchanging or removal of such hydrocarbon components in the course of transporting the Gas, title to such hydrocarbon components will, notwithstanding anything to the contrary otherwise contained in the Transportation Contract, be deemed conclusively to have passed to AUI at the Point of Receipt.

2.9. Producer Confirms Right to Transport

The Producer and AUI acknowledge and agree the Producer will have the right to transport all Gas delivered under the Transportation Contract to AUI at the Point of Receipt.

2.10. Commitment to Maintain Systems

AUI and the Producer mutually undertake to operate and maintain their respective pipeline systems and equipment safely and in such a manner as not to interfere with the system or equipment owned by the other party and, in particular, AUI and the Producer each undertake and agree to consult with the other before commencing construction or operation of any new equipment or facilities which AUI or the Producer reasonably expects may interfere with, or affect, the operation of the other party's pipeline system or equipment and to make modifications to the design or construction of any such equipment or facilities, as practically may be requested, to minimize any such interference.

2.11. Specific Facilities

A Producer may be required to pay a contribution for any incremental facilities ("Specific Facilities") required to provide the service.

ARTICLE 3 – Quality of Gas

3.1. Gas Must be of Merchantable Quality

- (1) All Gas tendered for Transportation Service must be of merchantable quality and, without restricting the generality of the foregoing:

AltaGas Utilities Inc.
Producer Transportation Service Rules

Page 7

-
- (a) must not contain sand, dust, gums, crude oil, impurities and other substances which may be injurious to pipelines or which may interfere with its transmission through pipelines or its commercial utilization;
 - (b) must not have a hydrocarbon dew point in excess of minus ten degrees Celsius (-10°C) at an absolute pressure of five thousand five hundred (5500) kPa;
 - (c) must not contain more than six milligrams per cubic metre (6 mg/m³) of hydrogen sulphide;
 - (d) must not contain more than five milligrams per cubic metre (5 mg/m³) of mercaptan sulphur;
 - (e) must not contain more than twenty-three milligrams per cubic metre (23 mg/m³) of total sulphur;
 - (f) must not contain more than two percent (2%) by volume of carbon dioxide;
 - (g) must not contain more than sixty-four milligrams per cubic metre (64 mg/m³) of water vapour;
 - (h) must not exceed fifty degrees Celsius (50°C) in temperature;
 - (i) must be as free of oxygen as can be achieved through the exercise of all reasonable precautions and must not, in any event, contain more than four-tenths percent (0.4%) by volume of oxygen; and,
 - (j) must have a Gross Heating Value of not less than thirty-six and five-tenths megajoules per cubic metre (36.5 MJ/m³). However, with the prior written consent of AUI, Gas of a lower Gross Heating Value may be delivered.
- (2) If, in AUI's sole opinion, Gas received by AUI at the Point of Receipt fails to be of merchantable quality or fails to meet any one or more of the quality specifications set forth in this Article, AUI may, at any time, from time to time, immediately and/or without prior notice, cease to receive further deliveries of Gas at the Point of Receipt pending the remedying by the Producer of such failure to the satisfaction of AUI. AUI may install, at the Producer's expense, such Specific Facilities, including any Gas quality control, monitoring and/or shutdown equipment deemed necessary, in AUI's sole opinion, to ensure Gas received by AUI at the Point of Receipt meets the quality specifications set forth in this Article.

3.2. Quality on Delivery

All Gas delivered by AUI to a Producer at the Point of Delivery will have the Gross Heating Value and quality that results from the Gas having been commingled in AUI's system.

3.3. Notice on Change in Input Quality

The Producer will notify AUI as soon as practicable in the event of any adverse change in Gas quality determinable by the Producer and which may be delivered into the Gas Pipeline System at the Point of Receipt.

3.4. Notice on Change in Output Quality

AUI will notify the Producer as soon as practicable in the event of any adverse changes in Gas quality determined by AUI and which may be delivered from the Gas Pipeline System at the Point of Delivery.

ARTICLE 4 – Measurement

4.1. Statutory Standards Apply

All measurements, calculations and procedures used in determining the quantities of Gas delivered at the Point of Receipt or at the Point of Delivery, will be in accordance with the *Electricity and Gas Inspection Act R.S. 1985 c.E-4*, as amended, and all applicable regulations issued pursuant thereto.

4.2. Measuring Equipment

All measuring equipment, devices and materials required to measure the Gas at the Point of Receipt or at the Point of Delivery will be installed, maintained and operated by AUI, its agents or third parties acceptable to AUI and will be of standard manufacture and type approved by Industry Canada, Electricity and Gas. The Producer may install and operate check measuring equipment; provided it does not interfere with the operation of AUI's equipment or system.

4.3. Testing of Measuring Equipment

The accuracy of the measuring equipment will be verified by tests in accordance with Industry Canada guidelines and at other times at the initiative of AUI or upon the reasonable request of the Producer. Notice of the time and nature of each test will be given by AUI to the Producer sufficiently in advance to permit a representative of the Producer to be present. If, after notice, the Producer fails to have a representative present, the results of the test and adjustment, if any, made by AUI or its agents will nevertheless

be accepted until the next test. All tests of such measuring equipment will be made at AUI's expense, except the Producer will bear the expense of tests made at its request if the inaccuracy is found to be two percent (2%) or less.

4.4. Inspection of Records and Equipment

AUI and the Producer will have the right to inspect the charts, measurement or test data and measuring equipment installed or furnished by the other under this Article and Article 3, at all times during business hours. However, readings, calibration and adjustment of such measuring equipment will be done only by the party furnishing the measuring equipment. Unless the parties otherwise agree, each party will preserve all original test data, charts and other similar records in their possession for a period of at least six (6) years.

4.5. Units Used

- (1) **Unit of Measurement:** The unit of volume for purposes of measurement will be one (1) cubic metre of Gas. AUI will mathematically convert measurement information into International system of units where metering is performed using the Imperial system of units.
- (2) **Unit of Billing/Payment:** For the purpose of determining the amount to be billed by AUI and paid by the Producer for Transportation Service under the Transportation Contract, the Gross Heating Value of each cubic metre of Gas transported will be determined in accordance with this Article and AUI will, on the basis of such measurement, bill the Producer and the Producer will pay AUI the applicable charges for each GJ of Gas transported.
- (3) **Atmospheric Pressure:** For the purposes of measurement, the atmospheric pressure at the Point of Receipt and at the Point of Delivery will be determined in accordance with this Article and will be rounded to the nearest one-hundredth (1/100) of a kPa and deemed to be constant.

4.6. Method of Measurement

In determining the quantities of Gas delivered at the Point of Receipt or at the Point of Delivery, the following practices will prevail:

- (1) **Metering**
 - (a) The gas to be metered at the Point of Receipt and at the Point of Delivery will be metered by one or more metering devices approved by Industry Canada and adopted by AUI.

-
- (b) Measurement by orifice meters will be in accordance with the methods prescribed in “Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids”, American Gas Association Report No. 3/ANSI/API 2530, or any subsequent revisions approved by Industry Canada and adopted by AUI.
 - (c) Measurement by turbine meter will be in accordance with the methods prescribed in “Measurement of Fuel Gas by Turbine Meters”, American Gas Association Committee Report No. 7, or any subsequent revisions approved by Industry Canada and adopted by AUI.
 - (d) Correction will be made for the deviation of the Gas from the Standard Conditions at the pressure and temperature at which the Gas is metered in accordance with the methods prescribed in the “Manual for the Determination of Supercompressibility Factors for Natural Gas” based on PAR Research Project NXi 9 completed December 1962, as published by the American Gas Association and any subsequent revision or amendment or as prescribed in “Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases”, American Gas Association Transmission Measurement Committee Report No. 8 or any subsequent revision thereof or any other method approved by Industry Canada and adopted by AUI. To determine the factors for such corrections a quantitative analysis of the Gas will be made at reasonable intervals.
- (2) Gas Sampling
- (a) Gas samples will be representative of the Gas being metered at the time such samples are taken and may be either spot samples or samples taken over a period of time.
 - (b) Samples will be taken at reasonable intervals by AUI or its agents. However, AUI will take additional samples when reasonably requested to do so by the Producer.
 - (c) The Gas characteristics determined by any test will apply to the Gas metered from the date the spot sample was taken or from the commencement date of a sample taken over a period of time, as the case may be, until the next test.
- (3) Temperature
- (a) The flowing temperature of the Gas being metered will be determined by means of a temperature transmitter or recording thermometer installed and maintained in accordance with the specifications as published by Industry

Canada or any subsequent revisions thereof adopted by AUI, whichever is appropriate.

- (b) Real time Gas temperature will be used in computing the quantities of Gas metered during such Day.
- (4) Correction and Adjustment
- (a) If, at any time, any of the measuring equipment is found to be registering inaccurately by an amount exceeding two percent (2%) or such other amount as mutually agreed upon by the Producer and AUI at a reading corresponding to the average hourly rate of flow over one hour, it will be immediately adjusted to read as accurately as possible and the readings of such equipment will be adjusted to zero error for any period definitely known or agreed upon, If the period is not so known or agreed upon, the adjustment will be for a period of sixteen (16) Days or one-half (1/2) of the elapsed time since the last test, whichever is shorter.
 - (b) If the measuring equipment is found to be not registering, the quantity of Gas delivered during such period will be determined:
 - i. by using the data recorded by any check measuring equipment registering accurately; or
 - ii. if such check measuring equipment is not registering accurately, but the percentage of error is ascertainable by a calibration test, by using the data recorded and adjusted to zero error; or
 - iii. if neither of the methods provided in (i) or (ii) above can be used, by estimating the quantity delivered by reference to deliveries under similar conditions during a period when AUI's equipment was registering accurately.

4.7. Gross Heating Value

Tests to determine the Gross Heating Value of Gas transported will be established by the use of a Gas chromatograph, recording calorimeter or any other device approved by Industry Canada and adopted by AUI and will be used in the calculation of the number of gigajoules transported under the Transportation Contract.

4.8. Composition

- (1) The composition of the Gas transported will be determined by tests of representative samples of Gas so transported and conducted by AUI or its agents utilizing a chromatograph of standard manufacture.

-
- (2) Such tests will be done once per Month or at such other intervals as may be justified by the consistency of previous tests of the composition of the Gas.
 - (3) The results of any such test will be used during the period commencing on the Day the sample is taken or, if a sample is taken over a period of time, from the commencement date, as the case may be, until the next test. AUI and the Producer agree the results of the first such test will be used from the Date of Initial Delivery of Gas until the second test.

4.9. Gas Characteristics

- (1) The Gas characteristics, including, without limiting the generality of the foregoing, Gross Heating Value, relative density, nitrogen and carbon dioxide content of the Gas, will be determined by continuous recording equipment or by laboratory equipment.
- (2) The Gas samples to be tested will be representative of the Gas delivered at the time such samples are taken and may be either spot samples or samples taken over a period of time.
- (3) If continuous recording equipment is used, the arithmetic average of the recordings for each Day will be used to determine Gas characteristics.
- (4) If spot samples are taken or a spot sampler is used, Gas characteristics will be determined from the analysis of the samples using laboratory equipment.

4.10. Pulsation Dampening

If there are any compression facilities upstream of the Point of Receipt or downstream of the Point of Delivery, the Producer will cause to be provided sufficient pulsation dampening equipment to ensure the compression facilities do not interfere with the operation of AUI's facilities.

4.11. Facilities Interference

In the event the Producer's facilities interfere with AUI's ability to provide accurate measurement at the Point of Receipt or the Point of Delivery, AUI may immediately and without prior notice cease to receive further deliveries of Gas at the Point of Receipt pending the remedying by the Producer of the cause of such interference to the satisfaction of AUI.

4.12. Use of TCPL or Other Measurements

Notwithstanding anything contained elsewhere in the Transportation Contract, AUI and the Producer agree, at a Point of Delivery or a Point of Receipt which is a TCPL/AltaGas Utilities Inc. system interconnection, where TCPL's measuring equipment is used or relied on by AUI for measuring Gas transported under the Transportation Contract, TCPL's measurement and testing of Gas procedures will apply. At a Point of Delivery or at a Point of Receipt which is not a system interconnection with TCPL, measurement and testing will be based on procedures agreeable to AUI and the Producer.

4.13. Forecast Volumes

The Producer agrees to provide to AUI, for planning purposes, such forecasts of future volumes per Month to be transported under the Transportation Contract as AUI may reasonably request from time to time.

ARTICLE 5 – Gas Delivery

5.1. Matching Receipts and Deliveries

Subject to the other provisions of this Article, AUI agrees to receive from the Producer at the Point of Receipt the quantity of Gas which the Producer tenders for transportation up to the Contract Demand. However, AUI will not be required to accept at the Point of Receipt a quantity of Gas in any hour greater than 1/20th of the Contract Demand, unless otherwise specified on the applicable Rate Schedule. AUI agrees to tender for transportation to the Producer and the Producer will receive at the Point of Delivery, a volume of Gas containing the equivalent number of joules as are contained in the volume of Gas tendered by the Producer at the Point of Receipt less the Producer's share of AUI's Unaccounted-For-Gas and compressor fuel.

5.2. Overriding Rights and Obligations

Notwithstanding anything contained elsewhere in this Article, AUI reserves the right to restrict the flow of Gas at the Point of Receipt or the Point of Delivery to achieve a balance, to correct any imbalance or in the event the Producer repeatedly exceeds the Contract Demand without AUI's authorization.

5.3. Inability to Exchange

- (1) Notwithstanding anything contained elsewhere in the Transportation Contract, if a Point of Delivery is an interconnection with a pipeline system of a third party ("Other System") the Producer recognizes and agrees AUI's ability to deliver Gas may be dependent upon an exchange with volumes of Gas which would normally be delivered into the Gas Pipeline System.

-
- (2) The Producer further recognizes and agrees changes in such incoming volumes of Gas or changes in either the capacity of the interconnection with the Other System or the capacity of the Gas Pipeline System may occur from time to time.
 - (3) In the event AUI, at an interconnection with the Other System, is unable to continue to exchange volumes of Gas at the Point of Delivery with volumes of Gas which would normally be delivered into the Gas Pipeline System at the Point of Delivery or there are changes in incoming Gas volumes or capacity, this will constitute an event of Force Majeure and AUI will serve written notice to the Producer advising of its inability to continue to provide Transportation Service under the Transportation Contract by the exchange of volumes of Gas which would normally be delivered into the Gas Pipeline System.
 - (4) The notice under Clause 5.3(3) will specify:
 - (a) The Producer's proportionate share of the additional costs associated with the capital improvements required to maintain Transportation Service at that Point of Delivery;
 - (b) The volume of Gas AUI is able to receive and transport to that Point of Delivery if no capital improvements are made; and
 - (c) The location of alternate Points of Delivery where AUI can continue Transportation Service at the then current level.
 - (5) In the event the Producer receives notice pursuant to Clause 5.3(3), the Producer will, within thirty (30) Days after the receipt of such notice, provide written notice to AUI indicating which of the options set out in such notice the Producer intends to exercise.
 - (6) In the event none of the options provided by AUI are acceptable to the Producer, the Producer may terminate the Transportation Contract effective on the date such notice is received by the Producer. However, in the event the Producer chooses to terminate the Transportation Contract, the Producer will reimburse AUI for the Producer's share of the undepreciated book value of the Specific Facilities at the effective date of termination, together with all costs of abandoning or removing such facilities.

5.4. Minimum and Maximum Contract Pressures

- (1) The Minimum Contract Pressure and Maximum Contract Pressure of the Gas at the Point of Receipt will be as specified by AUI for that location.

-
- (2) AUI, at its sole discretion, may grant relief from the Minimum Contract Pressure at the Point of Receipt to permit delivery of Gas at a reduced pressure and such relief will continue until AUI provides written notice to revise the reduced pressure then in effect to a pressure not in excess of the Maximum Contract Pressure.
 - (3) Subject to Clause 5.4(2), the Producer will deliver the Gas, or cause the Gas to be delivered, to AUI at the Point of Receipt at such pressures as AUI may require from time to time at the Point of Receipt up to the Maximum Contract Pressure.
 - (4) AUI will deliver the Gas, or cause the Gas to be delivered, to the Producer at the Point of Delivery at such pressures as are available in the Gas Pipeline System from time to time.

5.5. Lost Gas

Subject to Clause 10.1(3), AUI will not be responsible for Gas lost by pipeline rupture, explosion, fire or other similar calamity, but will maintain and provide to the Producer a record of the Producer's proportionate share of any such loss and cooperate with all reasonable requests of the Producer's insurers or their agents during the course of an investigation of any claim arising from any such loss.

5.6. Allocations

- (1) For the purpose of administering Transportation Contracts, Gas flows will be allocated to determine the daily flow under each agreement.
- (2) The Producer and AUI will agree on an Allocation Method prior to the flow of Gas and it will be confirmed in a letter agreement. In the event the Producer and AUI are unable to agree on an acceptable Allocation Method, AUI reserves the right to decide on the Allocation Method to be used.
- (3) One of the following allocation methods may be used or a mutually acceptable alternative method may be determined:
 - (a) Allocation prorated to Nomination;
 - (b) Allocation equal to Nomination for all Transportation Contracts but one, which is allocated the difference between total Nomination and physical flow;
 - (c) Allocation by entitlement (allocation of deliveries based on actual receipts); or,
 - (d) Allocation based on preset priority (first-next).

- (4) At locations where a portion of the Gas flowing belongs to parties other than the Producer and AUI, all parties must agree in writing on the Allocation Method used between those parties at that location.
- (5) A request for change in Allocation Method must be made by either the Producer or AUI, thirty (30) days prior to the requested change date. The Producer and AUI will agree on the revised Allocation Method prior to the change and it will be confirmed in a letter agreement.
- (6) In the event the Producer and AUI are unable to agree on an acceptable revised Allocation Method, AUI reserves the right to decide on the revised Allocation Method to be used.

5.7. Impaired Transportation

- (1) If, by reason of the causes set out in Clause 5.7(3), AUI is unable, in whole or in part, to transport the quantities of Gas provided for in the Transportation Contract, then AUI will be relieved of liability for not transporting such quantities and AUI may curtail or discontinue Transportation Service under the Transportation Contract during the continuance and to the extent of the inability to transport. However, AUI will endeavour to give reasonable notice of any curtailment or discontinuance of Transportation Service arising by virtue of such causes and will promptly endeavour to remedy the cause of any curtailment or discontinuance of Transportation Service as soon as reasonably possible.
- (2) Such notice will specify AUI's estimate of the duration of any such curtailment or discontinuance of Transportation Service under the Transportation Contract.
- (3) The causes referred to in 5.7(1) are the necessity, in AUI's sole opinion, of making repairs, modifications or improvements to the Gas Pipeline System. However, AUI will, when practicable, endeavour to effect such modifications or improvements, which are not emergency in nature, at a time and in a manner which will not unduly interfere with or interrupt transportation of Gas.

ARTICLE 6 – Financial Matters

6.1. Producer Pays Tariffs

- (1) Commencing on the Billing Commencement Date, the Producer will pay to AUI, for Transportation Service provided under the Transportation Contract, the charges set forth in the Transportation Contract.

AltaGas Utilities Inc.
Producer Transportation Service Rules

Page 17

- (2) The Producer will not be relieved from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by AUI, as described in Article 7 of these Producer Transportation Service Rules.

6.2. Billing

- (1) On or before the twenty fifth (25th) Day of each Month, AUI may render to the Producer a statement with respect to Gas transported for the Producer during the preceding Month for:
 - (a) the amount payable by the Producer calculated in accordance with this Article, and
 - (b) the volume, Gross Heating Value and total energy of the Gas measured or estimated at the Point of Receipt.
- (2) AUI will make corrections to prior statements, as may be required, and will present the corrections to the Producer as soon as reasonably possible.

6.3. Payment

- (1) On or before the twenty first (21st) Day following the rendering of the statement by AUI to the Producer, the Producer agrees to pay AUI the total amount payable by the Producer, as set forth in the statement.
- (2) Each such payment will be made in Canadian funds through an agreed upon electronic transfer of funds to AUI or by cheque drawn in AUI's favour and delivered to AUI at the address stated in the Transportation Contract.

6.4. Unpaid Bills

AUI will assess a late payment charge calculated as 1.5% of any unpaid balance from a previous Month's statement, including unpaid previous late payment charges. Any unpaid balance from a previous Month's statement is considered past due. All payments will first be applied to unpaid balances.

6.5. Disputes

In the event the Producer disputes any part of any statement, the Producer will nevertheless pay to AUI the full amount of the statement when payment is due.

6.6. Failure to Pay

In the event the Producer fails to pay the full amount of any statement within sixty (60) Days after payment is due, AUI, in addition to any other remedy it may have, may

suspend the receipt and delivery of Gas until full payment is made and such suspension will not terminate or otherwise affect the Producer's obligations to AUI.

6.7. Letter of Credit

- (1) The Producer will provide AUI with any financial information AUI reasonably requests to establish the Producer's credit worthiness.
- (2) AUI may require the Producer to provide, and at all times maintain, an irrevocable letter of credit in favour of AUI issued by a financial institution acceptable to AUI in an amount equal to the sum of the maximum amount payable by the Producer under this Transportation Contract for ninety (90) Days of service plus the installation cost of Specific Facilities.
- (3) Where AUI requires the Producer to provide a letter of credit and the Producer is able to provide alternative security acceptable to AUI, AUI will accept such security in lieu of a letter of credit.
- (4) AUI may, in any Month, draw on the letter of credit in an amount necessary to satisfy the charges due for the previous Month where the Producer has not paid such charges within the time and manner provided for in Clause 6.3.
- (5) AUI will return the letter of credit within thirty (30) Days after termination of the Transportation Contract less any amounts outstanding and unpaid at that time.

ARTICLE 7 – Force Majeure

7.1. Effect of Force Majeure on Breach

Subject to the other provisions of this Article, if either party to the Transportation Contract fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure is occasioned by, in connection with or in consequence of Force Majeure, as hereinafter defined, such failure will be deemed not to be in a breach of such covenants or obligations.

7.2. Meaning of Force Majeure

For the purposes of the Transportation Contract, "Force Majeure" means any cause, other than financial, beyond the control of the party claiming suspension and which the party could not have prevented or overcome by due diligence, including, but not limited to:

- (a) acts of God, such as lightning, earthquakes, storms, floods, fires, landslides and washouts,

-
- (b) strikes, lockouts or other industrial disturbances,
 - (c) acts of the Queen's enemy, sabotage, wars, blockades, insurrections, riots, epidemics, civil disturbances, arrests and restraints,
 - (d) explosions, breakages of or accidents to machinery or lines of pipe,
 - (e) hydrate obstructions of lines of pipe or equipment,
 - (f) temporary failure of Gas supply,
 - (g) freezing of wells or delivery facilities, well blowouts and craterings, and
 - (h) the orders of any court or governmental authority.

7.3. Exceptions to Force Majeure

Notwithstanding Section 7.2(h), a decision, direction or order made by the Commission in the normal course of it exercising its authority to establish the appropriate revenue requirement or rates of the parties to this agreement will not be considered an event of Force Majeure.

Neither party is entitled to the benefit of the provisions of Clause 7.1 of this Article under any of the following circumstances:

- (a) to the extent the failure was caused by the sole negligence of the party claiming suspension;
- (b) to the extent the failure was caused by the party claiming suspension having failed to remedy the condition where it is within that party's ability, alone, to do so and to resume the performance of such covenants or obligations with reasonable dispatch;
- (c) if the failure was caused by lack of funds or with respect to the payment of any amount or amounts then due under the Transportation Contract; or,
- (d) unless, as soon as possible after the happening of the occurrence relied upon or as soon as possible after determining the occurrence was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants or obligations under the Transportation Contract, the party claiming suspension will have given to the other party notice, either in writing or electronically, to the effect such party is unable, by reason of Force Majeure (the nature of which to be specified in the notice), to perform the particular covenants or obligations.

7.4. Notice of Remedy

The party claiming suspension will likewise give notice, as soon as possible after the Force Majeure condition is remedied, to the effect the same is remedied and that party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

7.5. Labour Disputes

Notwithstanding anything to the contrary in this Article, expressed or implied, AUI and the Producer agree the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the particular party involved in the labour dispute and such party may make settlement of that dispute at such time and on such terms and conditions as it may deem to be advisable. No delay in making such a settlement will deprive a party of the benefit of Clause 7.1 of this Article.

ARTICLE 8 – Termination on Default

8.1. Non-Defaulting Party May Terminate

If either party fails to perform any of the covenants or obligations imposed upon it under, and by virtue of, the Transportation Contract (the “Defaulting Party”), then the other party (the “Non-Defaulting Party”) may, at its option, terminate the Transportation Contract by proceeding as set out in this Article.

8.2. Notice of Intent

The Non-Defaulting Party will cause a notice in writing to be given to the Defaulting Party advising as to the nature of the default and declaring it to be the intention of the Non-Defaulting Party to terminate the Transportation Contract.

8.3. Time to Remedy

The Defaulting Party will have ninety (90) Days after receiving any such notice to remedy the default specified and if, within the said period of ninety (90) Days, the Defaulting Party remedied any such default to the satisfaction of the Non-Defaulting Party, then the notice given pursuant to Clause 8.2 of this Article will be deemed to be withdrawn and the Transportation Contract will continue in full force and effect.

8.4. Producer’s Failure to Remedy

- (1) In the event the Producer does not remedy any default of which it has been given notice by AUI to the reasonable satisfaction of AUI within the said ninety (90) Day period, then AUI may terminate the Transportation Contract after the said

ninety (90) Day period and the appropriate charges for all Specific Facilities, as well as the present value of all system tariffs in effect until the termination of the Transportation Contract, discounted at a rate equal to AUI's after-tax weighted average cost of capital as approved by the Commission and in effect on the date the Transportation Contract is terminated by such default, will become due and payable.

- (2) All other rights and obligations of the parties under the Transportation Contract will cease upon termination of the Transportation Contract. However, any such termination will not affect any other remedy AUI may have at law or in equity.

8.5. AUI's Failure to Remedy

- (1) In the event AUI does not remedy any default of which it has been given notice by the Producer to the reasonable satisfaction of the Producer within the said ninety (90) Day period, then the Producer may terminate the Transportation Contract.
- (2) All other rights and obligations of the parties under the Transportation Contract and these Producer Transportation Service Rules will cease upon the termination of the Transportation Contract. However, any such termination will not effect any other remedy the Producer may have at law or in equity.

ARTICLE 9 – Notice

9.1. Notice in Writing

Every notice, request, statement or bill provided for by the Transportation Contract or any notice either AUI or the Producer may desire to give to the other will be in writing, directed to the party to whom it is given and delivered at such party's address as stated in the Transportation Contract.

9.2. Delivery of Notice

- (1) Any notice may be given by mailing the same, postage prepaid, in an envelope properly addressed to the person to whom the notice is being given and will be deemed to be given four (4) business days after the mailing thereof, Saturdays, Sundays and statutory holidays excepted.
- (2) Any notice may also be given by facsimile at the facsimile number designated in the Transportation Contract. Any such notice served by facsimile will be deemed to have been given twenty-four (24) hours after transmission of the same, Saturdays, Sundays and statutory holidays excepted.

- (3) Any notice may also be delivered by hand to the person or their representative to whom such notice is to be given at such person's address for notice and such notice will be deemed to have been given when received by such person or representative.
- (4) Any notice may also be given by telephone or other electronic means followed immediately by letter or facsimile and any notice so given will be deemed to have been given as at the date and time of the telephone notice.

9.3. Disruption of Mail

In the event of disruption of regular mail every payment will be personally delivered and every notice, demand, statement or bill will be given by one of the alternative means set out in Clause 9.2 of this Article.

ARTICLE 10 – Miscellaneous Matters

10.1 Indemnity

- (1) The Producer agrees to indemnify and save AUI harmless from and against any and all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses of whatsoever nature or kind and howsoever and by whosoever made or incurred arising out of or in any way connected, either directly or indirectly, with any act, omission or default on the part of the Producer under the Transportation Contract;
- (2) Notwithstanding subsection 10.1(1), in no event, whether as a result of alleged negligence on the part of the Producer or otherwise, will the Producer be liable to AUI for loss of profits or revenues, cost of capital, loss for failure to deliver Gas, cost of purchased or replacement Gas, claims of AUI's customers for failure to deliver Gas, cancellation of permits, termination of contracts or other similar special or consequential damages or claims.
- (3) AUI agrees to indemnify and save the Producer harmless from and against all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses of whatsoever nature or kind and howsoever and by whosoever made or incurred arising out of the gross negligence or wilful misconduct of AUI under the Transportation Contract.
- (4) Notwithstanding subsection 10.1(3), in no event, whether as a result of alleged gross negligence on the part of AUI or otherwise, will AUI be liable to the Producer for loss of profits or revenues, cost of capital, loss for failure to deliver Gas, cost of purchased or replacement Gas, claims of the Producer's customers

for failure to deliver Gas, cancellation of permits, termination of contracts or other similar special or consequential damages or claims.

10.2 Producer Transportation Service Rules Prevail

No representation or commitment inconsistent with these Producer Transportation Service Rules has any effect unless approved by the Commission.

10.3 General Laws Apply

The Transportation Contract and the rights and obligations of the parties to the Transportation Contract are subject to all applicable present and future laws, rules, regulations and orders of any legislative body or duly instituted authority now or hereafter having jurisdiction.

10.4 Commitment to Performance

AUI and the Producer will, from time to time and at all times, do all such further acts and execute and deliver all such further deeds and documents as will be reasonably required to fully perform and carry out the terms of the Transportation Contract and these Producer Transportation Service Rules.

10.5 No Waiver

No waiver by AUI or the Producer of any default by the other under the Transportation Contract and these Producer Transportation Service Rules will operate as a waiver of a future default, whether of a like or different character.

10.6 Application to All Receipt Points

The Transportation Contract and these Producer Transportation Service Rules will apply mutatis mutandis to each Point of Receipt and corresponding Point of Delivery.

10.7 Application to Successors

The Transportation Contract will bind and enure to AUI and the Producer's respective successors and assigns. However, no assignment will release either party from such party's obligations under the Transportation Contract without the written consent of the other party to such release. Such consent may not be unreasonably withheld.

10.8 Use as Security

Nothing contained in the Transportation Contract or these Producer Transportation Service Rules will prevent either party from pledging or mortgaging its rights under the Transportation Contract as security for its indebtedness.

10.9 Applicable Laws

The Transportation Contract will be construed in accordance with the laws of the Province of Alberta and the laws of Canada, as applicable.

ALTAGAS UTILITIES INC.
DEMAND GENERAL SERVICE CONTRACT
for
Customer Served by Optional Rates 3 or 13

Contract Number

DEMAND GENERAL SERVICE CONTRACT
FOR CUSTOMERS SERVED BY OPTIONAL RATES 3 OR 13

THIS GAS DISTRIBUTION SERVICE CONTRACT
FOR CUSTOMERS SERVED BY OPTIONAL RATES 3 OR 13 (the Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[CUSTOMER]

a body corporate, carrying on business
in the Province of Alberta
(the Customer),

OF THE FIRST PART,

- and -

ALTAGAS UTILITIES INC.

a body corporate, carrying on business
in the Province of Alberta
(AUI),

OF THE SECOND PART

WHEREAS:

- a) AUI owns and operates a Gas Distribution System within the Province of Alberta; and
- b) The Customer and/or Customer's Retailer (the Retailer) has requested AUI provide Gas Distribution Service under Optional Rates 3 or 13 for the purpose of providing Gas Distribution Service to the Customer;

AUI and the Customer acknowledge and agree, in consideration of the following rights and obligations:

ARTICLE 1
DEFINITIONS

- 1.1 The words, terms, and phrases used in this Contract will, unless otherwise defined in the Contract or unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act, R.S.A. 2000, c. G-5* (the Act), the AUI Natural Gas Utility Service Rules (the Natural Gas Utility Service Rules) and the AUI Retailer Distribution Service Rules (the Retailer Distribution Service Rules).

ARTICLE 2
RATE SCHEDULE AND TERMS AND CONDITIONS

- 2.1 The Customer acknowledges receipt of a current copy of AUI's Rate Schedule (the Rate Schedule), attached to the Contract and marked as Schedule A, and agrees the Rate Schedule, as amended by AUI and approved by the Commission from time to time, is fully incorporated as an integral part of this Contract.
- 2.2 The Customer acknowledges receipt of a current copy of the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, attached to the Contract and marked as Schedule B, and agrees the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, as amended by AUI and approved by the Commission from time to time, are fully incorporated as an integral part of this Contract.

ARTICLE 3
TERM

- 3.1 AUI may terminate this Contract at any time:
- a) if any one or more of the conditions in Article 4 of this Contract has not been met or is not being complied with by the Customer; or
 - b) in accordance with the terms and conditions specified in the Natural Gas Utility Service Rules or Retailer Distribution Service Rules.
- 3.2 This Contract will terminate in accordance with, and on the terms and conditions prescribed by, any Order of the Commission pursuant to the Act.
- 3.3 Notwithstanding any other provision in this Contract, the obligations of the Customer and AUI set out in Articles 2, 3, 4, 5, 6 and 7 will be in effect at all times.

ARTICLE 4
CONDITIONS TO PROVISION OF GAS DISTRIBUTION SERVICE

- 4.1 The obligation of AUI to provide Gas Distribution Service to the Customer will be subject to the Customer satisfying all of the conditions prescribed by the Act, the Rate Schedule, the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules.

ARTICLE 5
DELIVERY POINTS

5.1 Point of Delivery (complete as applicable):

Legal address: _____

Municipal address: _____

Street: _____

Municipality: _____

Province: _____

5.2 Customer Information:

Customer Name: _____

Account No.: _____

Site ID/Premise No.: _____

Contact Information:

Name: _____

Title: _____

Phone No.: _____

E-mail: _____

Contact Mailing Information:

Street: _____

Municipality: _____

Province: _____

Postal Code: _____

ARTICLE 6
SERVICE REQUIREMENTS

6.1 The service requirements for the Contract are as follows:

Contract Demand: _____ gigajoules

Date of Initial Delivery: _____
(Year/Month/Day)

6.2 The Contract Demand may be amended, subject to written agreement by Customer and AUI.

ARTICLE 7
RATE, BILLING & PAYMENT

7.1 The rate for Gas Distribution Service provided by AUI to the Customer under this Contract will be either:

Rate 3 – Demand General Service (Optional); or
Rate 13 – Demand General Service (Optional) for Retailer.

7.2 Billing and payment terms will be as specified in the Natural Gas Utility Service Rules and Retailer Distribution Service Rules.

ARTICLE 8
ADDRESSES FOR NOTIFICATION

8.1 Unless otherwise required by the Rate Schedule, the Natural Gas Utility Service Rules or the Retailer Distribution Service Rules, notices will be made or delivered to one of the following addresses:

AUI: **ALTAGAS UTILITIES INC.**
5509 - 45 Street
Leduc, Alberta
T9E 6T6
Attention: Director, Customer Relations
Fax No.: (780) 986-5220

Customer:

Address: _____

City, Province: _____,

Postal Code: _____

Attention: _____

Fax No.: _____

- 8.2 Any party may change the address for notification by giving written notice to the other.

ARTICLE 9
GENERAL

- 9.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person without the express prior written consent of the other party. As used in this Article, the term “Confidential Information” will include all business, financial and commercial information pertaining to parties, the customers of either party, suppliers of either party, personnel of either party, any trade secrets and/or information of a similar nature.
- 9.2 Notwithstanding the preceding paragraph, 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, provided:
- a) such Confidential Information is submitted under the applicable provision, if possible, for confidential treatment by such governmental, judicial, or regulatory authority;
 - b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement; and
 - c) prior to such disclosure, the other party is provided a reasonable opportunity to make submissions to the applicable governmental, judicial or regulatory authority concerning the appropriateness of having the confidential information disclosed, or the need to maintain the relevant information as confidential and/or such other submissions as the other party may consider reasonable and necessary in regards to the confidential information.
- 9.3 **This Contract will be binding upon and enure to the benefit of AUI and the Customer and their respective successors and permitted assigns.** The rights of the Customer under this Contract may not be assigned without the prior written consent of AUI. The rights of AUI under the Contract may be assigned at any time.

AltaGas Utilities Inc.
Demand General Service Contract

Page 6

-
- 9.4 If any provision of this Contract is determined to be invalid, illegal or unenforceable in any respect, then, to the extent of such invalidity, illegality or unenforceability, such provision will be severed from this Contract and the Contract will be interpreted and construed without reference to the severed provision(s) and the validity, legality or enforceability of the remaining provisions contained in this Contract will not, in any way, be affected or impaired.
- 9.5 Except as provided in Articles 2.1, 2.2, and 9.7 of this Contract, no modification of, or amendment to, this Contract will be valid or binding unless in writing and duly executed by AUI and the Customer. A waiver of any default, breach or non-compliance under this Contract is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from, or implied by, any act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Contract will not operate as a waiver of that Party's rights under this Contract in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
- 9.6 This Contract will be governed by the laws of the Province of Alberta and the federal laws of Canada, as applicable, and is subject to all applicable legislation, including the *Gas Utilities Act* and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the Commission or any other regulatory authority having jurisdiction over AUI.
- 9.7 This Contract may be signed in counterparts and each counterpart will constitute an original document and each counterpart, taken together, will constitute one and the same instrument. Counterparts may be executed either in original or facsimile form and the parties adopt any signatures received by a receiving fax machine or email transmission as original signatures of the parties.

AltaGas Utilities Inc.
Demand General Service Contract

Page 7

IN WITNESS WHEREOF this Contract has been properly executed by the Customer and AUI effective as and from the date first written above.

ALTAGAS UTILITIES INC.

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

CUSTOMER

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

AltaGas Utilities Inc.
Demand General Service Contract

Page 8

SCHEDULE A
RATE SCHEDULE
(see attached)

AltaGas Utilities Inc.
Demand General Service Contract

Page 9

SCHEDULE B
TERMS AND CONDITIONS OF SERVICE
(see attached)



PRICE SCHEDULE INDEX

RESIDENTIAL SERVICE

Standard Residential Service Price Schedule D11

SMALL GENERAL SERVICE

Standard Small General Service Price Schedule D21

Small General Service - Energy Only Price Schedule D22

Small General Service - Isolated Industrial Areas - Distribution Connected Price Schedule D24

Irrigation Pumping Service Price Schedule D25

REA Irrigation Pumping Service Price Schedule D26

LARGE GENERAL SERVICE/INDUSTRIAL

Large General Service/Industrial - Distribution Connected Price Schedule D31

Large General Service/Industrial - Transmission Connected Price Schedule T31

Generator Interconnection and Standby Power - Distribution Connected Price Schedule D32

Transmission Opportunity Rate - Distribution Connected Price Schedule D33

Transmission Opportunity Rate - Transmission Connected Price Schedule T33

Large General Service/Industrial - Isolated Industrial Areas - Distribution Connected Price Schedule D34

OILFIELD

Small Oilfield and Pumping Power Price Schedule D41

Small Oilfield and Pumping Power - Isolated Industrial Areas - Distribution Connected Price Schedule D44

FARM SERVICE

REA Farm Service Price Schedule D51

REA Farm Service - Excluding Wires Service Provider Functions Price Schedule D52

Farm Service Price Schedule D56

LIGHTING SERVICE

Street Lighting Service Price Schedule D61

Private Lighting Service Price Schedule D63

PRICE OPTIONS

Idle Service Option F

Service for Non-Standard Transformation and Metering Configurations Option H

REA Distribution Price Credit Option P

PRICING ADJUSTMENTS (RIDERS)

Municipal Assessment Rider A

Balancing Pool Adjustment Rider B

Special Facilities Charge Rider E

Temporary Adjustment Rider G

Interim Adjustment Rider J

System Access Service (SAS) Adjustment Rider S



**Price Schedule D11
Standard Residential Service**

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company. Price Schedule D11 is available for use by a single and separate household through a single-phase service at secondary voltage through a single meter. Price Schedule D11 is not applicable for commercial or industrial use.

Price

The charge for service in any one billing period is the sum of the Customer Charge and Energy Charge, determined for each individual Point of Service.

	Customer Charge	Energy Charge
Transmission	-	2.78 ¢/kW.h
Distribution	86.79 ¢/day	6.15 ¢/kW.h
Service	25.02 ¢/day	-
TOTAL PRICE	\$1.1181 /day	8.93 ¢/kW.h

Application

1. **Price Option** - the following price option may apply:
Idle Service (Option F)
2. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D21
Standard Small General Service**

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, with single or three-phase electric service at secondary voltage. Not applicable for any service in excess of 500 kW.

Price

Charges for service in any one billing period shall be the sum of the Customer Charge, Demand Charge, and Energy Charge, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge	
			For the first 200 kW.h per kW of billing demand	For energy in excess of 200 kW.h per kW of billing demand
Transmission	-	13.41 ¢/kW/day	0.82 ¢/kW.h	0.82 ¢/kW.h
Distribution	7.78 ¢/day	19.58 ¢/kW/day	3.69 ¢/kW.h	-
Service	35.76 ¢/day	-	-	-
TOTAL PRICE	43.54 ¢/day	32.99 ¢/kW/day	4.51 ¢/kW.h	0.82 ¢/kW.h

The billing demand for the Transmission, Distribution and Service charges shall be the higher of:

- (a) the highest metered demand during the billing period;
- (b) 85% of the difference between the highest metered demand in the twelve month period including and ending with the billing period and 150 kW, if this is greater than zero;
- (c) the estimated demand;
- (d) if applicable, the Transmission Contract Demand (TCD) applied to Transmission charges, and/or the Distribution Contract Demand (DCD) applied to Distribution and Service charges;
- (e) 5 kilowatts.

Application

1. **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
2. **Price Options** - the following price options may apply:
Idle Service (Option F)
Service for Non-Standard Transformation and Metering Configurations (Option H)
REA Distribution Price Credit (Option P)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



Price Schedule D22
Standard Small General Service – Energy Only

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, with single or three-phase electric service at secondary voltage. Not applicable for any service in excess of 50 kW.

Price

Charges for service in any one billing period shall be the Energy Charge, determined for each individual Point of Service.

	Energy Charge	
	For the first 50 kW.h per kW of billing demand	For energy in excess of 50 kW.h per kW of billing demand
Transmission	0.82 ¢/kW.h	0.82 ¢/kW.h
Distribution	26.41 ¢/kW.h	8.69 ¢/kW.h
Service	-	-
TOTAL PRICE	27.23 ¢/kW.h	9.51 ¢/kW.h

The billing demand applied to determine the billing energy per block of energy charge for the Transmission, Distribution and Service charges shall be the higher of:

- the highest metered demand during the billing period;
- the estimated demand;
- if applicable, the Transmission Contract Demand (TCD) applied to Transmission charges, and/or the Distribution Contract Demand (DCD) applied to Distribution and Service charges;
- 5 kilowatts.

The minimum monthly charge is the sum of:

- the Service Charge from Price Schedule D21; and
- the Total Demand Charge from Price Schedule D21 multiplied by the higher of the DCD or 5 kW.

Application

- Power Factor Correction** - where the power factor at a Point of Service is found to be less than 90%, the Company may require the installation of corrective equipment.
- Price Options** - the following price option may apply:
Idle Service (Option F)
Service for Non-Standard Transformation and Metering Configurations (Option H)
- Price Adjustments** - the following additional charges (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



Price Schedule D24
Standard Small General Service
Isolated Industrial Areas

Availability

For Electric Distribution Service, single or three-phase, for all Points of Service throughout the territory served by the Company distribution connected from an isolated industrial areas. Not applicable for any service in excess of 500 kW.

Price

Charges for service in any one billing period shall be the sum of the Customer Charge, Demand Charge, and Energy Charge, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge	
			For the first 200 kW.h per kW of billing demand	For energy in excess of 200 kW.h per kW of billing demand
Distribution	7.78 ¢/day	19.58 ¢/kW/day	3.69 ¢/kW.h	-
Service	35.76 ¢/day	-	-	-
TOTAL PRICE	43.54 ¢/day	19.58 ¢/kW/day	3.69 ¢/kW.h	-

The billing demand for the Distribution and Service charges shall be the higher of:

- the highest metered demand during the billing period;
- 85% of the difference between the highest metered demand in the twelve month period including and ending with the billing period and 150 kW, if this is greater than zero;
- the estimated demand;
- the Distribution Contract Demand (DCD);
- 5 kilowatts.

Application

- Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
- Price Options** - the following price options may apply:
Idle Service (Option F)
Service for Non-Standard Transformation and Metering Configurations (Option H)
REA Distribution Price Credit (Option P)
- Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D25
Irrigation Pumping Service**

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, between April 1 and October 31 for seasonal irrigation pumping loads. Not applicable for any service in excess of 150 kW.

Price

Charges for service in any one billing period during one Season shall be the sum of the Customer Charge, Demand Charge, and Energy Charge, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	15.00 ¢/kW/day	0.83 ¢/kW.h
Distribution	16.18 ¢/day	30.84 ¢/kW/day	-
Service	43.47 ¢/day	-	-
TOTAL PRICE	59.65 ¢/day	45.84 ¢/kW/day	0.83 ¢/kW.h

The billing demand for the Transmission, Distribution and Service charges shall be the higher of:

- (a) the highest metered demand during the billing period;
- (b) the estimated demand;
- (c) if applicable, the Transmission Contract Demand (TCD) applied to Transmission charges, and/or the Distribution Contract Demand (DCD) applied to Distribution and Service charges;
- (d) 5 kilowatts.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

Application

- 1. **Idle Service** - in the event the service remains idle for two consecutive seasons, the Company may remove its facilities, unless the Customer agrees to pay the minimum charge for the upcoming season.
- 2. **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
- 3. **Price Adjustments** - the following price adjustments (riders) may apply:
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D26
REA Irrigation Pumping Service**

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, between April 1 and October 31 for seasonal irrigation pumping loads of Rural Electrification Association Customers and individual co-operative and colony farms with their own distribution systems. Not applicable for any service in excess of 150 kW.

Price

Charges for service in any one billing period during one Season shall be the sum of the Customer Charge, Demand Charge, and Energy Charge, determined for each individual Point of Service.

Customers in the REA O & M Pool

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	15.00 ¢/kW/day	0.83 ¢/kW.h
Distribution	5.10 ¢/day	9.71 ¢/kW/day	-
Service	43.47 ¢/day	-	-
TOTAL PRICE	48.57 ¢/day	24.71 ¢/kW/day	0.83 ¢/kW.h

Customers outside of the REA O & M Pool

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	15.00 ¢/kW/day	0.83 ¢/kW.h
Distribution	-	-	-
Service	43.47 ¢/day	-	-
TOTAL PRICE	43.47 ¢/day	15.00 ¢/kW/day	0.83 ¢/kW.h

The billing demand for the Transmission, Distribution and Service charges shall be the higher of:

- (a) the highest metered demand during the billing period;
- (b) the estimated demand;
- (c) if applicable, the Transmission Contract Demand (TCD) applied to Transmission charges, and/or the Distribution Contract Demand (DCD) applied to Distribution and Service charges;
- (d) 5 kilowatts.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.



Price Schedule D26
REA Irrigation Pumping Service

REA Specific Charges:

Other charges are applied on behalf of the REAs as defined in contracts and are subject to change from time to time.

These charges include operation and maintenance charges and deposit reserve charges, and are in addition to the charges contained in this price schedule.

The minimum charge for the season shall be 7 times the Service Charge and 7 times the Demand Charge.

Application

1. **Idle Service** - in the event the service remains idle for two consecutive seasons, the Company may remove its facilities, unless the Customer agrees to pay the minimum charge for the upcoming season.
2. **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment.
3. **Price Adjustments** - the following price adjustments (riders) may apply:
 - Balancing Pool Adjustment (Rider B)
 - Temporary Adjustment (Rider G)
 - Interim Adjustment (Rider J)
 - SAS Adjustment (Rider S)



Price Schedule D31
Large General Service / Industrial
Distribution Connected

Availability

- For System Access Service and Electric Distribution Service, single or three-phase distribution connected, for all Points of Service throughout the territory served by the Company. This rate is not applicable for any new Small Oilfield and Pumping Power service with yearly average operating demands of less than 75 kW, effective January 1, 2008.
- For distribution connected loads greater than 500 kW, the Point of Service must be equipped with interval data metering.

Price

Charges for service in any one billing period shall be the sum of the Customer Charge, Demand Charge, Energy Charge and Charge for Deficient Power Factor, determined for each individual Point of Service:

	Customer Charge	Demand Charge		Energy Charge
		For the first 500 kW of billing demand	For all billing demand over 500 kW	
Transmission	-	19.91 ¢/kW/day	22.65 ¢/kW/day	0.81 ¢/kW.h
Distribution	44.14 ¢/day	25.46 ¢/kW/day	17.68 ¢/kW/day	-
Service	\$2.4205 /day	-	0.64 ¢/kW/day	-
TOTAL PRICE	\$2.8619 /day	45.37 ¢/kW/day	40.97 ¢/kW/day	0.81 ¢/kW.h

The billing demand for the Distribution and Service charges shall be the higher of:

- The highest metered demand during the billing period (including any demand delivered and billed under Price Schedules D32 and D33);
- 85% of the highest metered demand (including any demand delivered and billed under Price Schedules D32 and D33) in the 12-month period including and ending with the billing period;
- the estimated demand;
- the Distribution Contract Demand (DCD);
- 50 kilowatts.

The billing demand for the Transmission charges shall be the higher of:

- The highest metered demand during the billing period (excluding any demand delivered and billed under Price Schedules D32 and D33);
- 85% of the highest metered demand (excluding any demand delivered and billed under Price Schedules D32 and D33) in the 12-month period including and ending with the billing period;
- the estimated demand;
- the Transmission Contract Demand (TCD);



**Price Schedule D31
Large General Service / Industrial
Distribution Connected**

- (e) if any of the above are equal to or greater than 1000 kW, 80% of the highest metered demand (excluding any demand delivered and billed under Price Schedules D32 and D33) in the 24-month period.
- (f) 50 kilowatts.

If energy is also taken under Transmission Opportunity Rate (Price Schedule D33), during the billing period, the billing demand will be the Price Schedule D31 **Base Demand** as specified under the corresponding agreement.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

Charge for Deficient Power Factor - For customer power factor which is less than 90%, an additional charge for deficient power factor of 24.31 ¢/kV.A/day will be applied to the difference between the highest metered kV.A demand and 111% of the highest metered kW demand in the same billing period.

Application

- 1. **Price Options** - the following price options may apply:
 - Idle Service (Option F)
 - Service for Non-Standard Transformation and Metering Configurations (Option H)
 - REA Distribution Price Credit (Option P)
- 2. **Price Adjustments** - the following price adjustments (riders) may apply:
 - Municipal Assessment (Rider A)
 - Balancing Pool Adjustment (Rider B)
 - Special Facilities Charge (Rider E)
 - Temporary Adjustment (Rider G)
 - Interim Adjustment (Rider J)
 - SAS Adjustment (Rider S)



Price Schedule T31
Large General Service / Industrial
Transmission Connected

Availability

- For System Access Service, for all Points of Service throughout the territory served by the Company that are directly connected to a transmission substation, and do not make any use of distribution facilities owned by ATCO Electric.
- The Point of Service must be equipped with interval data metering.

Price

Charges for service in any one billing period shall be the sum of the Demand Charge, Energy Charge and charge for Deficient Power Factor, determined for each individual Point of Service.

	Demand Charge		Energy Charge
	For the first 500 kW of billing demand	For all billing demand over 500 kW	
Transmission	Current AESO DTS Rate Schedule less under frequency load shedding credit	Current AESO DTS Rate Schedule less under frequency load shedding credit	Charges per current AESO DTS Rate Schedule
Distribution	0.92 ¢/kW/day	-	-
Service	9.50 ¢/kW/day	-	-
TOTAL PRICE	10.42 ¢/kW/day + Current AESO DTS Rate Schedule less under frequency load shedding credit	Current AESO DTS Rate Schedule less under frequency load shedding credit	

The billing demand for the Distribution and Service charges shall be the higher of:

- (a) The highest metered demand during the billing period (including any contract opportunity demand delivered and billed under Price Schedule T33);
- (b) 85% of the highest metered demand (including any contract opportunity demand delivered and billed under Price Schedule T33) in the 12-month period including and ending with the billing period;
- (c) the estimated demand;
- (d) 50 kilowatts.

The billing demand for the Transmission charge shall be the higher of:

- (a) The billing demand charged to ATCO Electric by AESO at a Point of Delivery, that is attributable to the customer at that Point of Delivery;
- (b) the highest metered demand during the billing period;
- (c) the ratchet level as set out by the AESO at a Point of Delivery, where (a) through (c) exclude any contracted Opportunity Demand delivered and billed under Price Schedule T33;
- (d) the estimated demand;
- (e) the Transmission Contract Demand (TCD) for Customers served from diversified PODs, or 90% of the TCD for Customers served from dedicated PODs;
- (f) 50 kilowatts



Price Schedule T31
Large General Service / Industrial
Transmission Connected

The **'highest metered demand'** is defined for the purposes of this price schedule, according to the current approved AESO DTS Rate Schedule.

If energy is also taken under Transmission Opportunity Rate (Price Schedule T33), during the billing period, the billing demand will be the Price Schedule T31 **Base Demand** as specified under the corresponding agreement.

Charge for Deficient Power Factor – Power Factor Charges according to the current approved AESO DTS Rate Schedule will apply.

Application

1. **Price Options** - the following price option may apply:
Service for Non-Standard Transformation and Metering Configurations (Option H)

2. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Special Facilities Charge (Rider E)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D32
Generator Interconnection and Standby Power**

Availability

- For Points of Service served by the Company with on-site generating equipment connected to the distribution system, which may be used to supply load at the same site.
- To provide standby power to the on-site load in the event of a forced outage or derate of on-site generating equipment, to provide power for generator startup, and to provide supplemental power if the on-site demand requirements exceed the generator capacity.
- To provide credits to Generators for reduced DTS charges from AESO.
- To charge Generators if the Point of Delivery attracts STS charges from AESO.
- For interconnection of the generator to the distribution system.
- The Point of Service must be equipped with 4-quadrant interval data metering, for both supply and demand, the cost of which will be in addition to the charges under this rate.

Price

Charges for service in any one billing period shall be the sum of the Customer Charges, Demand Charges, Energy Charges, Other Charges, Charge for Deficient Power Factor (determined for each individual Point of Service), and Fixed Charges defined below.

	Customer Charge	Demand Charge		Energy Charge
		For the first 500 kW of billing demand	For all billing demand over 500 kW	
Transmission	-	19.91 ¢/kW/day	22.65 ¢/kW/day	0.81 ¢/kW.h
Distribution	44.14 ¢/day	25.46 ¢/kW/day	17.68 ¢/kW/day	-
Service	\$2.4205 /day	-	0.64 ¢/kW/day	-
TOTAL PRICE	\$2.8619 /day	45.37 ¢/kW/day	40.97 ¢/kW/day	0.81 ¢/kW.h

The billing demand for the Distribution and Service charges shall be the higher of:

- The highest metered demand during the billing period (including any demand delivered and billed under Price Schedule D33);
- 85% of the highest metered demand (including any demand delivered and billed under Price Schedule D33) in the 12-month period including and ending with the billing period;
- the estimated demand;
- the Distribution Contract Demand (DCD).



Price Schedule D32 Generator Interconnection and Standby Power

The billing demand for the Transmission charges shall be the higher of:

- (a) The highest metered demand during the billing period (excluding any demand delivered and billed under Price Schedule D33);
- (b) 85% of the highest metered demand (excluding any demand delivered and billed under Price Schedule D33) in the 12-month period including and ending with the billing period;
- (c) the estimated demand;
- (d) the Transmission Contract Demand (TCD);
- (e) if any of the above are equal to or greater than 1000 kW, 80% of the highest metered demand (excluding any demand delivered and billed under Price Schedules D33) in the 24-month period including and ending with the current billing period;

If energy is also taken under Transmission Opportunity Rate (Price Schedule D33), during the billing period, the billing demand will be the Price Schedule D32 **Base Demand** as specified under the corresponding agreement.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

Charge for Deficient Power Factor - For customer power factor which is less than 90%, an additional charge for deficient power factor of 24.31 ¢/kV.A/day will be applied to the difference between the highest metered kV.A demand and 111% of the highest billing kW demand in the same billing period, where billing demand is as defined in this price schedule.

If the Company incurs an increase to the Point-of-Delivery (POD) billing demand with AESO as a result of a standby event of the customer (i.e. the new demand at the POD is coincident with an outage of the generator), then an additional charge may apply, equal to the Transmission Demand Charge for Price Schedule T31, multiplied by the incremental POD demand incurred. This charge will apply for the current billing period, and for the next 11 billing periods.

Capital Recovery Charges:

The cost of the Incremental Interconnection Facilities will be determined as set out in Section 9.7 of the Terms and Conditions for Distribution Service Connections. The total amount will be collected from the customer in accordance with Section 9.9 of the Terms and Conditions for Distribution Service Connections. A contract will be arranged between the customer and the Company, specifying the contract term and the monthly amount, which will be calculated using the Company's Rate of Return, Income Tax and Depreciation in effect at the commencement of the contract term.

The Generating customer will be required to pay all replacement costs for incremental facilities as per Section 9.7 of the Terms and Conditions for Distribution Service Connections.

Incremental Operations and Maintenance Charges:

The minimum monthly incremental Operations and Maintenance charge will be:

$$(0.01361\% \times \text{Incremental Interconnection Cost}) \text{ per day}$$

The Generating customer will be required to pay for switching or isolation as per Section 9.10 of the Terms and Conditions.



**Price Schedule D32
Generator Interconnection and Standby Power**

Incremental Administration and General Charges:

The minimum monthly incremental Administration and General charge will be:

(0.00542% X Incremental Interconnection Cost) per day

Generator Credits for reduction in Billing Determinants at the Point of Delivery:

Credit = DTS * (A – B) Where:

A = Monthly Gross Billing Determinants at the POD to which the generator is connected (which will be determined by adding the interval output data metered at the generator to the net interval data metered at the POD).

B = Monthly Net Billing determinants at the POD to which the generator is connected.

DTS = The charges as per AESO's effective DTS tariff.

The Company will calculate the generator credits on a calendar quarterly basis after all power production information has been provided to the Company in accordance with Section 9.5.4 of the Terms and Conditions for Distribution Service Connections.

Generator Charges for a Point of Delivery:

Charge = STS * A Where:

A = Monthly **Net** Supply Billing determinants at the POS to which the generator is connected.

STS = The charges as per AESO's effective STS tariff.

Application

1. **Price Options** - the following price options may apply:
Idle Service (Option F)
Service for Non-Standard Transformation and Metering Configurations (Option H)
2. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D33
Transmission Opportunity Rate
Distribution Connected**

Availability

- Available only to Points of Service which are eligible as determined by AESO for Demand Opportunity Service, throughout the territory served by the Company for loads greater than 1,000 kW.
- Available only when AESO determines that there is sufficient transmission capacity. Service on this rate is interruptible for transmission system security reasons at AESO's request.
- The Point of Service must be equipped with revenue approved time of use metering. The cost of the time of use metering is in addition to the charges in this rate.
- Telemetry is required for all points of service on this rate with demands greater than 2,500 kW, and any associated costs will be in addition to the charges in this rate.

Price

Charges for service in any one billing period shall be the sum of the following charges determined for each individual Point of Service. The AESO DOS charges will be applied according to the terms of the DOS option selected by the Customer:

	Customer Charges	Demand Charges	Demand Charges	Energy Charges	Energy Charges
		For all kW of Opportunity Contract Demand	For the peak kW above the Opportunity Contract Demand	For all kW.h metered above the Base Demand, not exceeding the Opportunity Contract Demand	For all kW.h metered above the Opportunity Contract Demand
Transmission	Transaction Charge per AESO DOS Rate Schedule	19.91 ¢/kW/day	22.65 ¢/kW/day	Per AESO DOS Rate Schedule	0.81 ¢/kW.h
Distribution	44.14 ¢/day	25.46 ¢/kW/day	17.68 ¢/kW/day	-	-
Service	\$2.4205 /day	-	0.64 ¢/kW/day	-	-
TOTAL PRICE	\$2.8619 /day+ AESO DOS Rate	45.37 ¢/kW/day	40.97 ¢/kW/day	Per AESO DOS Rate Schedule	0.81 ¢/kW.h

The attached form must be completed and submitted to the Company, and serves as an Opportunity Contract which specifies the period and the Opportunity Demand requested by the Customer, as well as the DOS option selected.

The charges according to the AESO DOS Rate Schedule will be the approved charges in effect during the billing period, and will be revised in accordance with AESO's charges as required.



**Price Schedule D33
Transmission Opportunity Rate
Distribution Connected**

Application

1. **Base Demand** - A Customer qualifying for this rate must establish a Base Demand with the Company on Price Schedule D31 prior to receiving service under this rate (which will be submitted as part of the attached form).
 - (a) For existing Customers, the Price Schedule D31 Base Demand will normally be the maximum billing demand in the 12 most recent billing periods.
 - (b) New Customers qualifying for this rate may select the Large General Service/Industrial D31 Base Demand based on forecast loads and economics, provided the Company agrees that the conditions of applicability are satisfied.
 - (c) Once established, the Price Schedule D31 Base Demand remains fixed for the purposes of billing all future service on this rate.
2. **Applicable Charges** – This rate schedule applies in conjunction with rate D31, in that the first block demand charges apply only to the first 500 kW of the combined demand (i.e. D31 and D33, and D32 should there be an excursion above contracted opportunity demand), and the remainder of the combined demand is subject to the second and third block demand charges. The Service Customer Charge does not apply again as it has already been applied to the base load on Price Schedule D31.
3. **Options** - A Customer requesting service under this rate must select the provisions of one of AESO's DOS Rate Schedules. The Customer is subject to AESO's minimum Opportunity Service charges, attributable to that customer.
4. **Notice Period** - A Customer requesting service under this rate is required to provide notification as prescribed in the AESO tariff in relation to DOS service.
5. **Load Curtailment** - When a load curtailment directive is given, the load at the point of service must not exceed the Price Schedule D31 Base Demand until the Company gives notification that the interruption period is over, at which time consumption of energy may be resumed.
6. **Non-Compliance Charges** – In the event of a load curtailment directive, if the load served under this rate is not curtailed for the entire interruption period, any charges incurred by the Company will be charged to the Point of Service on this rate.
7. **Price Options** – the following price options may apply:
Service for Non-Standard Transformation and Metering Configurations (Option H)
8. **Price Adjustments** - the following price adjustments may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D33
Transmission Opportunity Rate
Distribution Connected**

This form will be completed and signed by ATCO Electric after a telephone request from a Customer for Transmission Opportunity Service. The form will be faxed to the Customer upon which the Customer will confirm the information with a signature and fax the completed form back to ATCO Electric Control Centre – (780) 632-5959.

Customer Name:	<input style="width: 95%;" type="text"/>			
Date of Request:	<input style="width: 95%;" type="text"/>			
Time of Request:	<input style="width: 95%;" type="text"/>			
1. OPPORTUNITY CONTRACT PERIOD:	Start Date:	<input style="width: 60%;" type="text"/>	Start Time:	<input style="width: 60%;" type="text"/>
	End Date:	<input style="width: 60%;" type="text"/>	End Time:	<input style="width: 60%;" type="text"/>
	Number of Hours in Contract Period:			<input style="width: 60%;" type="text"/>
				Hours
2. TRANSMISSION OPPORTUNITY SERVICE OPTION:	AESO "DEMAND OPPORTUNITY SERVICE":			
	DOS 7 Minutes:	<input style="width: 40%;" type="text"/>		
	DOS 1 Hour:	<input style="width: 40%;" type="text"/>		
	DOS Term:	<input style="width: 40%;" type="text"/>		
3. OPPORTUNITY CONTRACT DEMAND:	<input style="width: 100px;" type="text"/>	kW		
4. BASE DEMAND:	Large General Service/Industrial Price Schedule D31 Base Demand:			
		<input style="width: 100px;" type="text"/>	kW	
	Sum of Demands on all Opportunity Service Contracts:	<input style="width: 100px;" type="text"/>	kW	
	Total Base Demand:	<input style="width: 100px;" type="text"/>	kW	

Confirmation: 1) _____ for ATCO Electric
2) _____ for _____



Price Schedule T33
Transmission Opportunity Rate
Transmission Connected

Availability

- For System Access Service, single or three-phase, for all Points of Service throughout the territory served by the Company that are directly connected to a transmission substation, and do not make any use of distribution facilities owned by ATCO Electric.
- Available only to Points of Service which are eligible as determined by AESO for Demand Opportunity Service, throughout the territory served by the Company from the Alberta Interconnected System for loads greater than 1,000 kW.
- Available only when AESO determines that there is sufficient transmission capacity. Service on this rate is interruptible for transmission system security reasons at AESO's request.
- The point of service must be equipped with revenue approved time of use metering. The cost of the time of use metering is in addition to the charges in this rate.
- Telemetry is required for all points of service on this rate with demands greater than 2,500 kW, and any associated costs will be in addition to the charges in this rate.

Price

Charges for service in any one billing period shall be the sum of the following charges determined for each individual Point of Service. The current approved AESO DOS charges will be those according to the terms of the DOS option selected by the Customer:

	Transaction Charge	Demand Charges	Demand Charges	Energy Charges	Energy Charges
		For all kW of Opportunity Contract Demand	For the peak kW above the Opportunity Contract Demand	For all kW.h metered above the Base Demand, not exceeding the Opportunity Contract Demand	For all kW.h metered above the Opportunity Contract Demand
Transmission	Per AESO DOS Rate Schedule	-	Per Price Schedule T31	Per AESO DOS Rate Schedule	Per Price Schedule T31
Distribution	-	Per Price Schedule T31	Per Price Schedule T31	-	-
Service	-	Per Price Schedule T31	Per Price Schedule T31	-	-
TOTAL PRICE	Per AESO DOS Rate Schedule	Per Price Schedule T31	Per Price Schedule T31	Per AESO DOS Rate Schedule	Per Price Schedule T31

The attached form must be completed and submitted to the Company, and serves as an Opportunity Contract which specifies the period and the Opportunity Demand requested by the Customer, as well as the DOS option selected.

The charges according to the AESO DOS Rate Schedule will be the approved charges in effect during the billing period, and will be revised in accordance with AESO's charges as required.



Price Schedule T33
Transmission Opportunity Rate
Transmission Connected

Application

1. **Base Demand** - A Customer qualifying for this rate must establish a Base Demand with the Company on Price Schedule T31 prior to receiving service under this rate.
 - (a) For existing Customers, the Price Schedule T31 Base Demand will normally be the maximum billing demand in the 12 most recent billing periods.
 - (b) New Customers qualifying for this rate may select the Large General Service/Industrial T31 Base Demand based on forecast loads and economics, provided the Company agrees that the conditions of applicability are satisfied.
 - (c) Once established, the Price Schedule T31 Base Demand remains fixed for the purposes of billing all future service on this rate.
2. **Applicable Charges** - This rate schedule applies in conjunction with rate T31, in that the first block demand charges apply only to the first 500 kW of the combined demand (i.e. T31 and T33, and T31 again should there be an excursion above contracted opportunity demand), and the remainder of the combined demand is subject to the second block demand charges.
3. **Options** - A Customer requesting service under this rate must select the provisions of one of AESO's DOS Rate Schedules. The Customer is subject to AESO's minimum Opportunity Service charges, attributable to that customer.
4. **Notice Period** - A Customer requesting service under this rate is required to provide notification as prescribed in the AESO tariff in relation to DOS service.
5. **Load Curtailment** - When a load curtailment directive is given, the load at the point of service must not exceed the Price Schedule T31 Base Demand until the Company gives notification that the interruption period is over, at which time consumption of energy may be resumed.
6. **Non-Compliance Charges** – In the event of a load curtailment directive, if the load served under this rate is not curtailed for the entire interruption period, any charges incurred by the Company will be charged to the Point of Service on this rate.
7. **Price Options** – the following price option may apply:
Service for Non-Standard Transformation and Metering Configurations Option H(d).
8. **Price Adjustments** - the following price adjustments may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule T33
Transmission Opportunity Rate
Transmission Connected**

This form will be completed and signed by ATCO Electric after a telephone request from a Customer for Transmission Opportunity Service. The form will be faxed to the Customer upon which the Customer will confirm the information with a signature and fax the completed form back to ATCO Electric Control Centre – (780) 632-5959.

Customer Name:	<input style="width: 100%;" type="text"/>			
Date of Request:	<input style="width: 100%;" type="text"/>			
Time of Request:	<input style="width: 100%;" type="text"/>			
1. OPPORTUNITY CONTRACT PERIOD	Start Date:	<input style="width: 100%;" type="text"/>	Start Time:	<input style="width: 100%;" type="text"/>
	End Date:	<input style="width: 100%;" type="text"/>	End Time:	<input style="width: 100%;" type="text"/>
	Number of Hours in Contract Period:			<input style="width: 100%;" type="text"/>
				Hours
2. TRANSMISSION OPPORTUNITY SERVICE OPTION:	AESO "DEMAND OPPORTUNITY SERVICE":			
	DOS 7 Minutes:	<input style="width: 100%;" type="text"/>		
	DOS 1 Hour:	<input style="width: 100%;" type="text"/>		
	DOS Term:	<input style="width: 100%;" type="text"/>		
3. OPPORTUNITY CONTRACT DEMAND:	<input style="width: 100%;" type="text"/>	kW		
4. BASE DEMAND:	Large General Service/Industrial Price Schedule T31 Base Demand:			
	<input style="width: 100%;" type="text"/>	kW		
	Sum of Demands on all Opportunity Service Contracts:	<input style="width: 100%;" type="text"/>	kW	
	Total Base Demand:	<input style="width: 100%;" type="text"/>	kW	

Confirmation: 1) _____ for ATCO Electric
2) _____ for _____



Price Schedule D34
Large General Service/Industrial
Isolated Industrial Areas

Availability

For Electric Distribution Service, single or three-phase, for all Points of Service throughout the territory served by the Company from an isolated industrial area. This rate is not applicable for any new Small Oilfield and Pumping Power service with yearly average operating demands of less than 75 kW, effective January 1, 2008.

Price

Charges for service in any one billing period shall be the sum of the Customer Charge, Demand Charge, and Charge for Deficient Power Factor, determined for each individual Point of Service.

	Customer Charge	Demand Charge		Energy Charge
		For the first 500 kW of billing demand	For all billing demand over 500 kW	
Distribution	44.14 ¢/day	25.46 ¢/kW/day	17.68 ¢/kW/day	-
Service	\$2.4205 /day	-	0.64 ¢/kW/day	-
TOTAL PRICE	\$2.8619 /day	25.46 ¢/kW/day	18.32 ¢/kW/day	-

The billing demand for the Distribution and Service charges shall be the higher of:

- (a) The highest metered demand during the billing period;
- (b) 85% of the highest metered demand during the 12-month period including and ending with the billing period;
- (c) the estimated demand;
- (d) the Distribution Contract Demand (DCD);
- (e) 50 kilowatts.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

Charge for Deficient Power Factor - For customer power factor which is less than 90%, an additional charge for deficient power factor of 24.31 ¢/kV.A/day will be applied to the difference between the highest metered kV.A demand and 111% of the highest metered kW demand in the same billing period.

Application

1. **Price Options** - the following price options may apply:
Idle Service (Option F)
Service for Non-Standard Transformation and Metering Configurations (Option H)
REA Distribution Price Credit (Option P)
2. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Special Facilities Charge (Rider E)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D41
Small Oilfield and Pumping Power**

Availability

For System Access Service and Electric Distribution Service, single or three-phase, for all Points of Service throughout the territory served by the Company. This rate is available only to new Points of Service for production energy requirements in the petroleum and natural gas industries including related operations, such as rectifiers, cathodic protection and radio transmitters with yearly average operating demand less than 75 kilowatts, effective January 1, 2008.

Price

Charges for service in any one billing period shall be the sum of the Customer Charges, Demand Charges, Energy Charges and charge for Deficient Power Factor, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	16.19 ¢/kW/day	0.82 ¢/kW.h
Distribution	79.13 ¢/day	47.80 ¢/kW/day	-
Service	92.05 ¢/day	-	-
TOTAL PRICE	\$1.7118 /day	63.99 ¢/kW/day	0.82 ¢/kW.h

The billing demand for the Transmission, Distribution and Service charges shall be the higher of:

- (a) the highest metered demand during the billing period;
- (b) 85% of the highest metered demand during the 12-month period including and ending with the billing period;
- (c) the estimated demand;
- (d) if applicable, the Transmission Contract Demand (TCD) applied to Transmission charges, and/or the Distribution Contract Demand (DCD) applied to Distribution and Service charges;
- (e) 4 kilowatts.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

The 85% ratchet applies only to demand metered loads. The cost of converting an energy meter to a demand meter will be in addition to the charges on this rate.

Estimated Demands - Where it is impractical to meter a point of service, the Company may bill on the basis of estimated maximum demands. In such case, the monthly bill shall be the demand charge above applied to the estimated demand, plus a flat rate of \$1.47 per kW in lieu of the charge for energy.

The **Metered demand** will be the greater of the registered demand in kW, or 90% of the registered demand in kV.A where a kW reading is not available.

Charge for Deficient Power Factor - where a Customer's power factor is found to be less than 90%, the Company may require such Customers to install corrective equipment. For Customer power factor which is less than 90%, an additional charge for deficient power factor of 48.72 ¢/kV.A/day will be applied to the difference between the highest metered kV.A demand and 111% of the highest metered kW demand in the same billing period.



**Price Schedule D41
Small Oilfield and Pumping Power**

Application

1. **Demand Metered** - where services are demand metered, the meter will normally be read and reset at least once every two months.
2. **Price Options** - the following price option may apply:
Idle Service (Option F)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Special Facilities Charge (Rider E)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



Price Schedule D44
Small Oilfield and Pumping Power
Isolated Industrial Areas

Availability

For Electric Distribution Service, single or three-phase, for all Points of Service throughout the territory served by the Company from an isolated industrial area. This rate is available only to new Points of Service for production energy requirements in the petroleum and natural gas industries including related operations, such as rectifiers, cathodic protection and radio transmitters with yearly average operating demand less than 75 kilowatts, effective January 1, 2008.

Price

Charges for service in any one billing period shall be the sum of the Customer Charges, Demand Charges, and charge for Deficient Power Factor, determined for each individual Point of Service:

	Customer Charge	Demand Charge
Distribution	79.13 ¢/day	47.80 ¢/kW/day
Service	92.05 ¢/day	-
TOTAL PRICE	\$1.7118 /day	47.80 ¢/kW/day

The billing demand for the Distribution and Service charges shall be the higher of:

- (a) The highest metered demand during the billing period;
- (b) 85% of the highest metered demand during the 12-month period including and ending with the billing period;
- (c) the estimated demand;
- (d) the Distribution Contract Demand (DCD);
- (e) 4 kilowatts.

For non-demand metered services, demand shall be estimated based on equipment nameplate ratings as **kW Billing Demand = kW Nameplate Rating**, or **kW Billing Demand = HP Nameplate x 0.746**.

The 85% ratchet applies only to demand metered loads. The cost of converting an energy meter to a demand meter will be in addition to the charges on this rate.

Estimated Demands - Where it is impractical to meter a point of service, the Company may bill on the basis of estimated maximum demands. In such case, the monthly bill shall be the demand charge above applied to the estimated demand.

The **Metered demand** will be the greater of the registered demand in kW, or 90% of the registered demand in kV.A where a kW reading is not available.

Charge for Deficient Power Factor - where a Customer's power factor is found to be less than 90%, the Company may require such Customers to install corrective equipment. For Customer power factor which is less than 90%, an additional charge for deficient power factor of 48.72 ¢/kV.A/day will be applied to the difference between the highest metered kV.A demand and 111% of the highest metered kW demand in the same billing period.



Price Schedule D44
Small Oilfield and Pumping Power
Isolated Industrial Areas

Application

1. **Demand Metered** - where services are demand metered, the meter will normally be read and reset at least once every two months.
2. **Price Options** - the following price options may apply:
Idle Service (Option F)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Special Facilities Charge (Rider E)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D51
REA Farm Service**

Availability

For System Access Service and Electric Distribution Service, for all Points of Service throughout the territory served by the Company, for farming operations which are connected to a Rural Electrification Association's distribution system.

Price

- Charges for service in any one billing period are the sum of the Customer, Demand and Energy charges as indicated below, determined for each individual Point of Service.
- Please refer to individual REA Tariffs to determine applicable REA charges.

REA Farms in O & M Pool

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	9.25 ¢/kV.A/day	0.83 ¢/kW.h
Distribution	1.76 ¢/day	10.66 ¢/kV.A/day	-
Service	31.67 ¢/day	-	-
REA Specific Charges	See REA Tariff	-	-
Total Price	C₁ ¢ / service/ day	19.91 ¢/kV.A/day	0.83 ¢/kW.h

REA Farms Outside of O & M Pool

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	9.25 ¢/kV.A/day	0.83 ¢/kW.h
Distribution	See REA Tariff	See REA Tariff	-
Service	See REA Tariff	-	-
REA Specific Charges	See REA Tariff	-	-
Total Price	C₁ ¢ / service /day	D₁ ¢/kV.A/day	0.83 ¢/kW.h

kV.A capacity for billing purposes will be determined as follows:

- (a) For breakered services of 25 kV.A or less, the kV.A capacity will be set by the breaker size as shown below:

Breaker Amperes	25/41	35/50	50/75	75/110	100/150	200
Transformer Capacity in kV.A	3	5	7.5	10	15	25



**Price Schedule D51
REA Farm Service**

-
- (b) For non-breakered REA farm services of 25 kV.A or greater, the kV.A capacity for billing purposes is the greater of:
- i. the highest metered kV.A demand during the billing period;
 - ii. the estimated demand;
 - iii. 25 kV.A.

REA Specific Charges

Other charges are applied on behalf of the REAs as defined in contracts and are subject to change from time to time.

These charges include operation and maintenance charges and deposit reserve charges, and are in addition to the charges contained in this price schedule.

Application

1. **Demand Metering** - when the Company determines, by estimation or measurement, that a 25 kV.A breakered service may be overloaded, the company may require replacement of the breaker with a demand meter and modification of the service facilities in accordance with the Terms and Conditions.
2. **Price Option** - the following price option may apply:
Idle Service (Option F)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



Price Schedule D52
REA Farm Service
Excluding Wire Services Provider Functions

Availability

- Applicable to any Rural Electrification Association, for whom the Company is not acting as the wire services provider, as set out in the EUA.
- For all Points of Service throughout the territory served by the Company, for farming operations which are connected to the Rural Electrification Association's distribution system.

Price

Charges for service in any one billing period are the sum of the Customer, Demand and Energy charges as indicated below, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	9.25 ¢/kV.A/day	0.83 ¢/kW.h
Distribution	-	-	-
Service	21.33 ¢/day	-	-
TOTAL PRICE	21.33 ¢/day	9.25 ¢/kV.A/day	0.83 ¢/kW.h

kV.A capacity for billing purposes will be determined as follows:

- (a) For breakered services of 25 kV.A or less, the kV.A capacity will be set by the breaker size as shown below:

Breaker Amperes	25/41	35/50	50/75	75/110	100/150	200
Transformer Capacity in kV.A	3	5	7.5	10	15	25

- (b) For non-breakered REA farm services of 25 kV.A or greater, the kV.A capacity for billing purposes is the greater of:
- i. the highest metered kV.A demand during the billing period;
 - ii. the estimated demand;
 - iii. 25 kV.A.

Application

1. **Demand Metering** - when the Company determines, by estimation or measurement, that a 25 kV.A breakered service may be overloaded, the company may require replacement of the breaker with a demand meter and modification of the service facilities in accordance with the Terms and Conditions.
2. **Price Option** - the following price option may apply:
Idle Service (Option F)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D56
Farm Service**

Availability

For System Access Service and Electric Distribution Service, for all Points of Service throughout the territory served by the Company, for farming operations which are connected to the Company's distribution system.

Price

Charges for service in any one billing period are the sum of the Customer, Demand, and Energy Charges as indicated below, determined for each individual Point of Service.

	Customer Charge	Demand Charge	Energy Charge
Transmission	-	9.25 ¢/kV.A/day	0.83 ¢/kW.h
Distribution	30.79 ¢/day	12.93 ¢/kV.A/day	0.40 ¢/kW.h
Service	32.09 ¢/day	-	-
TOTAL PRICE	62.88 ¢/day	22.18 ¢/kV.A/day	1.23 ¢/kW.h

kV.A capacity for billing purposes will be determined as follows:

- (a) For breakered services of 25 kV.A or less, the kV.A capacity will be set by the breaker size as shown below:

Breaker Amperes	25/41	35/50	50/75	75/110	100/150	200
Transformer Capacity in kV.A	3	5	7.5	10	15	25

- (b) For non-breakered farm services of 25 kV.A or greater, the kV.A capacity for billing purposes is the greater of:
- i. the highest metered kV.A demand during the billing period;
 - ii. the estimated demand;
 - iii. the contract demand;
 - iv. 25 kV.A.

Application

1. **Demand Metering** - when the Company determines, by estimation or measurement, that a 25 kV.A breakered service may be overloaded, the company may require replacement of the breaker with a demand meter and modification of the service facilities in accordance with the Terms and Conditions for Distribution Service Connections.
2. **Price Options** - the following price option may apply:
Idle Service (Option F)
3. **Price Adjustments** - the following price adjustments (riders) may apply:
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D61
Street Lighting Service**

Availability

- For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, for street lighting.
- Not available for private lighting.

Price

Charges for service in any one billing period are the sum of the Customer Charge and Demand Charge, determined for each individual Point of Service.

Decorative Lighting (61 A)

- For decorative lighting fixtures installed, owned and maintained by the Company.
- The customer is responsible for the full cost of installation.
- Includes maintenance only.
- Specific contracts may require customers to purchase and maintain inventory of decorative lamps if the customer's lighting fixtures are not the same as the standard used by the company.

Decorative Lamps		
	Customer Charge	Demand Charge
Transmission	-	0.026 ¢/W/day
Distribution	37.95 ¢/fixture/day	0.045 ¢/W/day
Service	4.16 ¢/fixture/day	-
TOTAL PRICE	42.11 ¢/fixture/day	0.071 ¢/W/day

Investment Option (61 B)

- For lighting fixtures installed, owned, and maintained by the Company.

All Lamps		
	Customer Charge	Demand Charge
Transmission	-	0.026 ¢/W/day
Distribution	\$1.0419 /fixture/day	0.045 ¢/W/day
Service	4.16 ¢/fixture/day	-
TOTAL PRICE	\$1.0835 /fixture/day	0.071 ¢/W/day



**Price Schedule D61
Street Lighting Service**

Distribution Investment Option (61 C)

- For customer owned and installed lighting.
- For installation and maintenance of distribution facilities up to, but not including the customer owned conductor serving the light fixtures.
- The Company may require that the Point of Service be metered and served on Price Schedule D21, if the load requirements change over time, or if loads that are not lighting loads are served from the same Point of Service.

All Lamps		
	Customer Charge	Demand Charge
Transmission	-	0.026 ¢/W/day
Distribution	50.09 ¢/fixture/day	0.045 ¢/W/day
Service	4.16 ¢/fixture/day	-
TOTAL PRICE	54.25 ¢/fixture/day	0.071 ¢/W/day

No Investment Option (61 E)

- Available for new installations only.
- For lighting fixtures installed, owned and maintained by the Company.
- The customer is responsible for the full cost of installation.
- The customer is responsible for the full cost of replacement.
- Includes maintenance only.

All Lamps		
	Customer Charge	Demand Charge
Transmission	-	0.026 ¢/W/day
Distribution	37.95 ¢/fixture/day	0.045 ¢/W/day
Service	4.16 ¢/fixture/day	-
TOTAL PRICE	42.11 ¢/fixture/day	0.071 ¢/W/day



**Price Schedule D61
Street Lighting Service**

Application

1. **Price Option** - the following price option may apply:
Idle Service (Option F)

2. **Price Adjustments** – the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



**Price Schedule D63
Private Lighting Service**

Availability

For System Access Service and Electric Distribution Service for all Points of Service throughout the territory served by the Company, for sentinel lighting.

Price

Charges for service in any one billing period are the sum of the Customer Charge and Demand Charge determined for each individual Point of Service.

Investment Option (63 A)

For standard sentinel lighting fixtures installed, owned, and maintained by the Company

	Customer Charge	Demand Charge
Transmission	-	0.027 ¢/W/day
Distribution	26.66 ¢/fixture/day	0.024 ¢/W/day
Service	8.97 ¢/fixture/day	-
TOTAL PRICE	35.63 ¢/fixture/day	0.051 ¢/W/day

Summer Village Option (63 B)

- For standard sentinel lighting fixtures installed, owned and maintained by the Company
- For seasonal use only (six month minimum period) by Municipal Corporations in summer villages.
- This portion of the rate is closed.

	Customer Charge	Demand Charge
Transmission	-	0.027 ¢/W/day
Distribution	42.99 ¢/fixture/day	0.024 ¢/W/day
Service	8.97 ¢/fixture/day	-
TOTAL PRICE	51.96 ¢/fixture/day	0.051 ¢/W/day



**Price Schedule D63
Private Lighting Service**

No Investment Option (63 C)

- Available for new installations only.
- For standard lighting fixtures installed, owned, and maintained by the Company.
- The customer is responsible for the full cost of installation.
- The customer is responsible for the full cost of replacement.
- Includes maintenance only.

	Customer Charge	Demand Charge
Transmission	-	0.027 ¢/W/day
Distribution	14.15 ¢/fixture/day	0.007 ¢/W/day
Service	8.97 ¢/fixture/day	-
TOTAL PRICE	23.12 ¢/fixture/day	0.034 ¢/W/day

Metering Option (63 D)

- For standard lighting fixtures installed, owned, and maintained by the Company.
- For service through the meter at the Point of Service.
- This portion of the rate is closed.

	Customer Charge	Demand Charge
Transmission	-	0.027 ¢/W/day
Distribution	28.29 ¢/fixture/day	0.024 ¢/W/day
Service	8.97 ¢/fixture/day	-
TOTAL PRICE	37.26 ¢/fixture/day	0.051 ¢/W/day



**Price Schedule D63
Private Lighting Service**

Distribution Investment Option (63 E)

- For customer owned and installed lighting.
- For installation and maintenance of distribution facilities up to, but not including the customer owned conductor serving the light fixtures.
- The Company may require that the Point of Service be metered and served on Price Schedule D21, if the load requirements change over time, or if loads that are not lighting loads are served from the same Point of Service.

	Customer Charge	Demand Charge
Transmission	-	0.027 ¢/W/day
Distribution	18.50 ¢/fixture/day	0.024 ¢/W/day
Service	8.97 ¢/fixture/day	-
TOTAL PRICE	27.47 ¢/fixture/day	0.051 ¢/W/day

Application

1. **Price Adjustments** - the following price adjustments (riders) may apply:
Municipal Assessment (Rider A)
Balancing Pool Adjustment (Rider B)
Temporary Adjustment (Rider G)
Interim Adjustment (Rider J)
SAS Adjustment (Rider S)



Option F Idle Service

Availability

The Idle Service charge will apply to all Price Schedules listed below for Points of Service served by the Company throughout the territory when the Point of Service is temporarily disconnected with the intention of restoring service at a future date.

Price Adjustment

The Idle Service charges shall be:

Price Schedule	Applicability	Idle Service Charge
D11	Service outside cities, towns, villages, hamlets, First Nations reserves and Metis settlements	The price schedule monthly Distribution Customer Charge plus the Transmission Customer Charge.
D21 D22	Service outside cities, towns, villages, hamlets, First Nations reserves and Metis settlements	The sum of the Distribution Demand Charge plus the Transmission Demand Charge where: (a) Distribution Demand Charge is the greater of the contract demand or rate minimum, and (b) Transmission Demand Charge is the price schedule rate minimum
D34 D44	All Points of Service	The sum of the Distribution Customer Charge and the Distribution Demand Charge where the Distribution Demand Charge is the greater of the contract demand or rate minimum.
D25 D26	All Points of Service between April 1 st and October 31 st	The sum of the Distribution Demand Charge plus the Transmission Demand Charge where: (a) Distribution Demand Charge is the greater of the contract demand or rate minimum, and (b) Transmission Demand Charge is the price schedule rate minimum
D31 D32 D41	All Points of Service	The sum of the Distribution Customer Charge and the Distribution Demand Charge plus the Transmission Demand Charge where: (a) Distribution Demand Charge is the greater of the contract demand or rate minimum, and (b) Transmission Demand Charge is the greater of the contract demand or rate minimum
D33	All Points of Service	Charges based on base demand level established under Price Schedule D31.
T31	All Points of Service	Un-recoverable charges may apply per the Terms and Conditions Clause 14.1.1 (b)
T33	Does not apply (no charges apply when Point of Service is placed on idle).	Does not apply (no charges apply when Point of Service is placed on idle).
D51 D52	All Points of Service	The sum of the Distribution Customer charge and the Distribution and Transmission Demand Charges applicable to a 3 kVA service.



Option F Idle Service

D56	Breakered Service	The sum of the Distribution Customer charge and the Distribution and Transmission Demand Charges applicable to a 3 kVA service or the contracted demand, whichever is greater.
D56	Non-Breakered Service	The sum of the Distribution Customer charge and the Distribution and Transmission Demand Charges applicable to a 25kVA service or the contracted demand, whichever is greater.
D61	All Points of Service	The sum of the Distribution Customer Charge and the Distribution Demand Charge plus the Transmission Demand Charge
D63	Does not apply (no charges apply when Point of Service is placed on idle).	Does not apply (no charges apply when Point of Service is placed on idle).

Application

1. If the Customer's Point of Service is reconnected within 12 months of disconnection, the minimum monthly charge for each month of disconnection will be applied to the Point of Service.
2. For further information on idle services, refer to Terms and Conditions 14.1 – Disconnection and Idle Service.

The Retailer will be responsible for any costs that the Company incurs from AESO as a result of a point of service going idle. If the point of service is not enrolled with a Retailer, the costs incurred from AESO will be charged directly to the Customer.



Option H
Service for Non-Standard Transformation
and Metering configurations

Availability

- For Points of Service throughout the territory served by the Company under Price Schedule D21, D22, D24, D31, D32, D33, D34, T31 and T33 where metering and / or delivery voltage are non-standard.
- Standard service for distribution connected customers is delivered and metered at the utilization voltage. When delivery or metering is necessary at other voltages, for the convenience of either the customer or the Company, bills for service will be adjusted as outlined below in (a) to (c).
- Standard service for transmission connected customers is delivered to the customer and metered at the substation voltage. When delivery is required at lower voltages, bills for service will be adjusted as outlined below in (d). Section (b) may also apply to transmission connected customers.

Price Adjustment

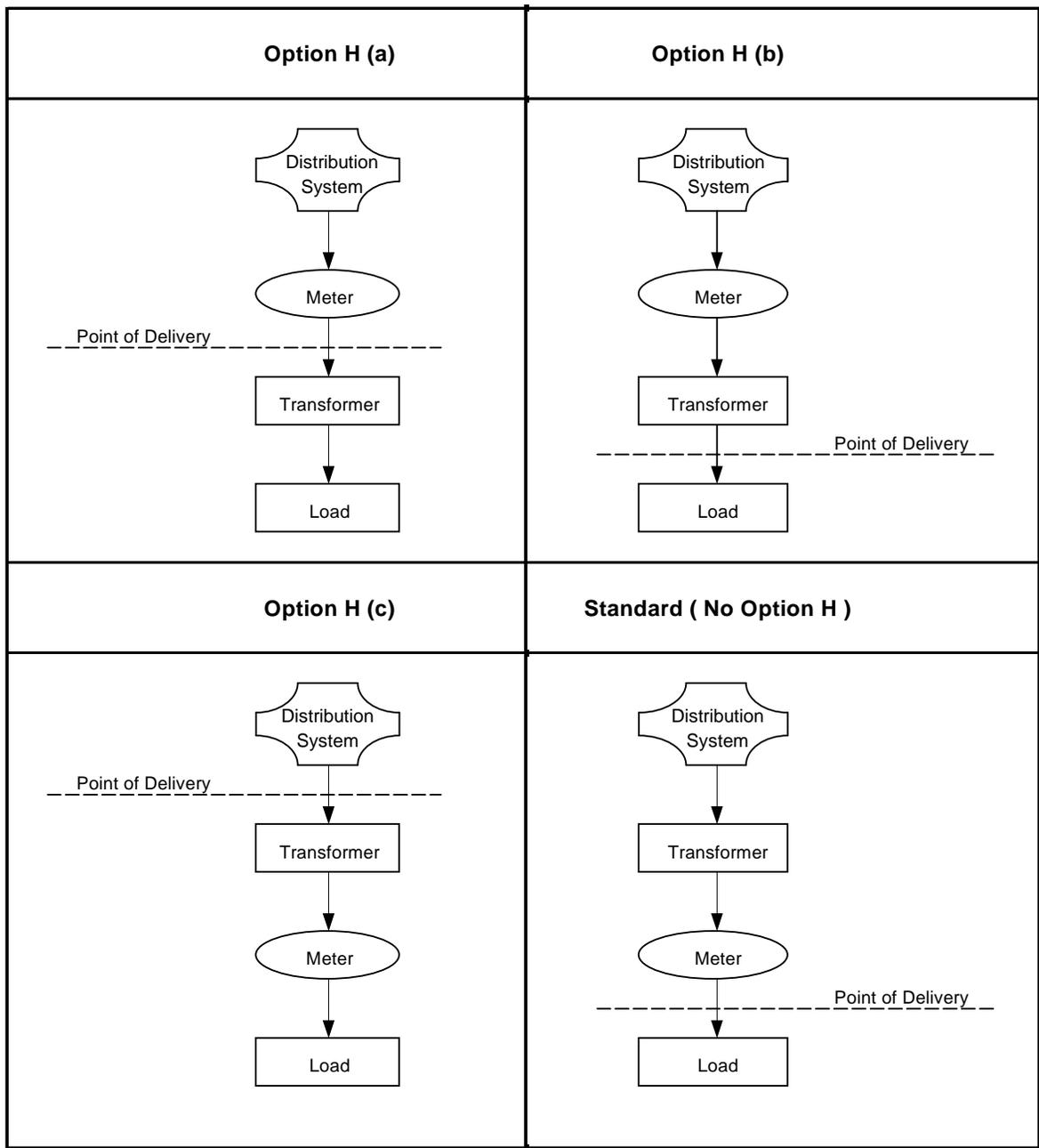
- (a) If the point of delivery and metering is on the primary side (25 kV) of a transformer (including cases where one-point service is required by the customer for more than a single utilization voltage or point of use), and the customer owns or rents the necessary transformer(s), a **discount of 4.35 ¢/kW/day** of billing demand will be applied. This adjustment does not apply to customers connected directly to the transmission system who are exempt from the Distribution Charge on the applicable rate.
- (b) If primary or higher voltage delivery metering is desirable for the convenience of the Company, or to improve accessibility, etc., **demand and energy measurements will be reduced by 1%** so as to approximate secondary voltage delivery conditions.
- (c) If primary or higher voltage delivery is made to customer owned transformers, but metering is at secondary or utilization voltage for the Company's convenience, **demand and energy measurements will be increased by 1%** so as to approximate primary or transmission voltage delivery conditions and a **discount, as specified in (a)** shall apply.
- (d) Customers who are connected directly to the transmission system, but take service from the low side of a transformer (with primary side 25kV), and do not own or rent any necessary transformer(s), and are exempt from the Distribution Charge on the applicable rate, a **surcharge of 4.35 ¢/kW/day** of billing demand will apply.



Option H

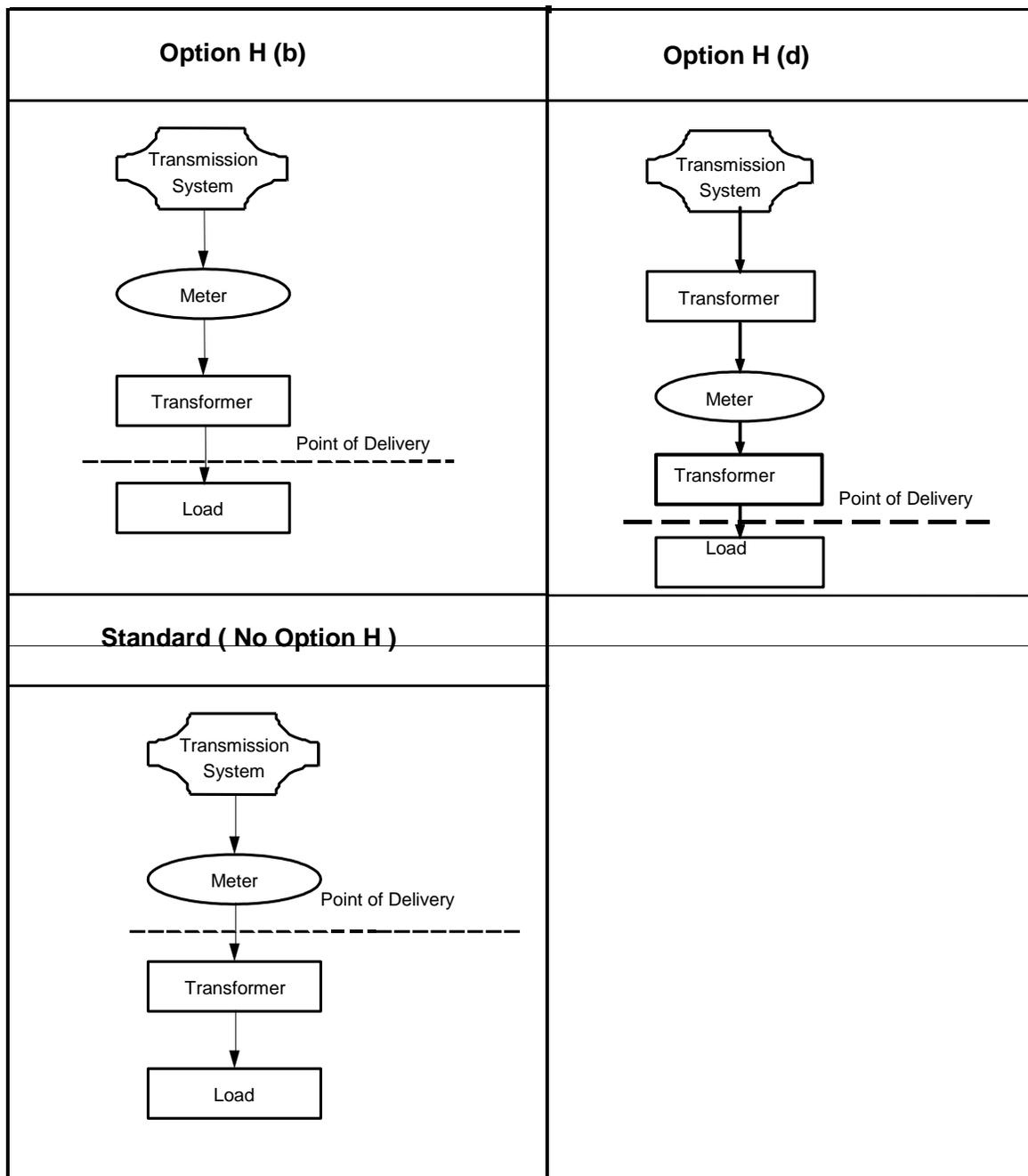
**Service for Non-Standard Transformation
 and Metering configurations**

**Schematic of Metering and Transformation Configurations for Option H Definitions
 (Distribution Connected Customers)**





**Schematic of Metering and Transformation Configurations for Option H Definitions
(Transmission Connected Customers)**





Option P REA Distribution Price Credit

Availability

For all Pooled O&M REA Farm Points of Service throughout the territory served by the Company, served under Price Schedule D21 or Price Schedule D31.

Price Adjustment

Standard Small General Service Price Schedule D21

For REA farm Points of Service electing to take service under Small General Service Price Schedule D21, a credit adjustment of 37% will be applied to the base bill.

Large General Service / Industrial Price Schedule D31

For REA farm Points of Service electing to take service under Large General Service / Industrial Price Schedule D31, a credit adjustment of 24% will be applied to the base bill.



RIDER A:

MUNICIPAL TAX AND FRANCHISE FEE ASSESSMENT

(1) Overview

Rider A is applicable to Customers residing in municipalities which receive: (i) a property tax under the Municipal Government Act, or (ii) receive payment for specific costs which are not generally incurred by the Company.

The following are exempt from the surcharge:

- (a) Farm customers (Price Schedules D51, D52 and D56)
- (b) Irrigation customers (Price Schedule D25 and D26)
- (c) Customers within First Nation Reservations not listed
- (d) Special Facilities Charge (Rider E) customers

This Rider comprises two components which are summed: (i) a tax component and (ii) a fee component.

The **tax component** of Rider A is the estimated percentage of base revenue required to provide for the tax payable or specific cost incurred each year. To the extent that this percentage may be more or less than that required to pay the tax or specific cost, this component of the Rider will be adjusted on an annual basis or as needed to manage shortfalls or surpluses.

The **franchise fee component** of this Rider is a flat percentage payable to the franchised municipality. This percentage is set in accordance with the franchise agreement between the Municipal Authority and the Company.

The **total percentage** is the addition of the tax component and fee component and is shown by Municipal Authority in Table 1.

(2) Calculation

Rider A is calculated for each Taxation Authority as follows:

$$Rider A_n = \frac{Shortfall/Surplus_{n-1} + Forecast Property Tax_n}{Forecast Base Revenue_n} + Franchise Fee_n$$

Where:
 $n = Current Year$



Rider A Municipal Assessment

ATCO Electric TABLE 1: TOTAL RIDER A									
Municipal Authority (Price Area)	[1] Municipal Tax from Table 2 (%)	[2] Franchise Fee (%)	[3] Franchise Fee Effective Date (yy/mm/dd)	[4] = [1] + [2] Rider A Total (%)	Municipal Authority (Price Area)	[1] Municipal Tax from Table 2 (%)	[2] Franchise Fee (%)	[3] Franchise Fee Effective Date (yy/mm/dd)	[4] = [1] + [2] Rider A Total (%)
ACADIA (M034)	2.48	0.00		2.48	LESSER SLAVE RIVER (M124)	0.44	0.00		0.44
ALLIANCE (V017)	1.99	6.00	05/01/01	7.99	LINDEN (V535)	1.79	4.00	03/01/01	5.79
ALLISON BAY (B219)	1.02	0.00		1.02	LLOYDMINSTER (AB45, SK45)	0.70	10.50	08/01/01	11.20
ANDREW (V024)	1.82	2.00	05/01/01	3.82	LOON RIVER CREE (B473)	1.72	0.00		1.72
BEAVER LODGE (T051)	1.25	6.50	10/07/01	7.75	M.D. OF GREENVIEW (M016)	0.47	0.00		0.47
BERWYN (V063)	3.77	1.75	07/01/01	5.52	MACKENZIE (M023)	1.06	0.00		1.06
BIG LAKE (M125)	0.85	0.00		0.85	MANNING (T556)	-1.36	6.00	12/01/01	4.64
BIG VALLEY (V069)	0.86	1.00	08/01/01	1.86	MANNVILLE (V559)	3.00	6.00	13/01/01	9.00
BIGSTONE (B110)	1.49	0.00		1.49	MARWAYNE (V562)	1.45	2.30	06/01/01	3.75
BIRCH HILLS & WANHAM (M019, V896)	0.90	0.00		0.90	MCLENNAN (T574)	3.05	2.75	11/01/01	5.80
BONNYVILLE & ANNEXED AREA (M087, M088)	0.88	0.00		0.88	MINBURN & LAVOY (C027, V523)	1.36	0.00		1.36
BONNYVILLE BEACH S.V. (S096)	2.25	0.00		2.25	MINBURN (V589)	3.39	1.00	08/04/15	4.39
BONNYVILLE, TOWN OF (T093)	0.90	6.80	03/01/01	7.70	MORRIN (V598)	1.21	3.50	12/01/01	4.71
BOTHA (V099)	1.14	3.00	10/01/01	4.14	MUNDARE (T604)	2.43	5.00	13/01/01	7.43
BUSHE RIVER I.R. 207 (B726)	1.46	0.00		1.46	MUNSON (V607)	3.34	1.00	10/07/01	4.34
CAMROSE (C022)	1.96	0.00		1.96	MYRNAM (V610)	2.04	2.00	08/02/01	4.04
CARBON (V129)	0.31	2.00	12/01/01	2.31	NAMPA (V619)	1.60	1.75	11/01/01	3.35
CASTOR (T147)	2.01	5.00	07/01/01	7.01	NORTHERN LIGHT (M022)	0.65	0.00		0.65
CEREAL (V153)	2.83	1.00	12/01/01	3.83	NORTHERN SUNRISE COUNTY (M131)	0.66	0.00		0.66
CLEAR HILLS (M021)	1.60	0.00		1.60	OPPORTUNITY (M017)	1.24	0.00		1.24
COLD LAKE (T189)	1.50	4.25	03/01/01	5.75	OYEN (T648)	1.76	6.00	09/01/01	7.76
CONSORT (V195)	2.55	3.50	07/01/01	6.05	PADDLE PRAIRIE (N221)	2.35	0.00		2.35
CORONATION (T198)	2.48	3.75	04/01/01	6.23	PAINTEARTH (C018)	1.26	0.00		1.26
DELBURNE (V231)	2.23	1.50	08/01/01	3.73	PARADISE VALLEY (V654)	1.78	2.00	06/01/01	3.78
DELIA (V234)	3.23	5.00	11/01/01	8.23	PEACE (M135)	1.29	0.00		1.29
DEWBERRY (V246)	1.66	0.00	03/01/01	1.66	PEACE RIVER (T657)	2.07	6.00	10/01/01	8.07
DOGHEAD I.R. (B218)	1.26	0.00		1.26	PEAVINE (N172)	-0.22	0.00		-0.22
DONALDA (V252)	1.53	1.50	02/11/01	3.03	PELVICAN NARROWS S.V. (S659)	0.35	0.00		0.35
DONNELLY (V255)	1.56	2.25	10/01/01	3.81	RAINBOW LAKE (T690)	1.36	7.75	05/01/01	9.11
DRIFTPLE RIVER FIRST NATION I.R. 150 (B220)	-0.39	0.00		-0.39	RED DEER (C023)	2.13	0.00		2.13
DRUMHELLER & M.D. BADLANDS (K025, M007)	1.23	9.00		10.23	ROCHON SANDS S.V. (S708)	0.33	0.00		0.33
EAST PRAIRIE (N174)	2.15	0.00		2.15	ROSALIND (V717)	2.92	0.50	03/01/01	3.42
ELIZABETH (N187)	3.00	0.00		3.00	RYCROFT (V729)	2.95	3.00	12/01/01	5.95
ELK POINT (T291)	1.93	3.60	03/01/01	5.53	SADDLE HILLS (M020)	1.07	0.00		1.07
ELNORA (V294)	1.28	1.00	03/01/01	2.28	SEXSMITH (T754)	-0.78	5.50	12/01/01	4.72
EMPRESS (V297)	3.61	2.00	07/01/01	5.61	SLAVE LAKE (T766)	0.99	9.40	10/01/01	10.39
FAIRVIEW (M136)	0.88	0.00		0.88	SMOKY LAKE & WARSPITE (C013, V905)	1.28	0.00		1.28
FAIRVIEW (T309)	2.15	7.50	13/01/01	9.65	SMOKY LAKE (T769)	2.21	5.00	12/02/01	7.21
FALHER (T315)	1.80	6.25	06/01/01	8.05	SMOKY RIVER (M130)	1.96	0.00		1.96
FISHING LAKE (N188)	1.07	0.00		1.07	SPECIAL AREAS (A001)	0.60	0.00		0.60
FLAGSTAFF (C029)	1.02	0.00		1.02	SPIRIT RIVER (M133)	1.34	0.00		1.34
FORESTBURG (V324)	4.48	6.00	12/01/01	10.48	SPIRIT RIVER, TOWN OF (T778)	2.67	5.50	12/02/01	8.17
FORT McMURRAY (K032)	8.72	0.00		8.72	ST. PAUL, COUNTY OF (C019)	1.00	0.00		1.00
FOX CREEK (T342)	1.60	4.50	03/01/01	6.10	ST. PAUL, TOWN OF (T790)	1.50	7.00	03/01/01	8.50
FT. MACKAY SETTLEMENT #467 (B982)	1.33	0.00	00/01/00	1.33	STARLAND (M047)	2.67	0.00		2.67
FT. McMURRAY BAND (B352)	1.02	0.00		1.02	STETTLER, COUNTY OF (C006)	1.91	0.00		1.91
GADSBY (V351)	5.79	5.00	08/01/01	10.79	STETTLER, TOWN OF (T805)	7.32	0.00		7.32
GALAHAD (V354)	3.88	3.00	10/01/01	6.88	STURGEON LAKE I.R. 154 (B770)	1.26	0.00		1.26
GIFT LAKE METIS SETT (N173)	2.79	0.00		2.79	SUCKER CREEK FIRST NATION 150A (B792)	2.29	0.00	00/01/00	2.29
GIROUXVILLE (V366)	2.24	3.00	11/01/01	5.24	SWAN HILLS TOWN (T830)	2.03	6.00	13/01/01	8.03
GLENDON (V372)	2.73	1.50	03/01/01	4.23	THORHILD & RADWAY (V687, C007)	3.30	0.00		3.30
GRANDE CACHE (T393)	2.50	5.50	13/01/01	8.00	THREE HILLS (T845)	1.38	6.00	09/01/01	7.38
GRANDE PRAIRIE, CITY OF (K035)	2.13	7.75	11/03/01	9.88	TROCHU (T857)	2.29	3.50	03/01/01	5.79
GRANDE PRAIRIE, COUNTY OF (C001)	0.66	0.00		0.66	TWO HILLS COUNTY & DERWENT (V237, C021)	4.68	0.00		4.68
GRIMSHAW (T405)	1.26	6.00	10/07/01	7.26	TWO HILLS, TOWN OF (T863)	3.79	4.25	09/01/01	8.04
HALKIRK (V414)	0.54	1.00	03/01/01	1.54	UPPER HAY LAKE I.R. 212 (B728)	1.64	0.00		1.64
HANNA (T417)	1.85	3.50	03/01/01	5.35	VALLEYVIEW (T866)	1.79	5.25	06/01/01	7.04
HAY LAKE I.R. 209 (B727)	1.58	0.00		1.58	VEGREVILLE (T875)	2.05	6.00	11/01/01	8.05
HEISLER (V429)	8.82	7.00	12/01/01	15.82	VERMILION (T878)	1.28	4.50	13/01/01	5.78
HIGH LEVEL (T435)	0.96	10.50	11/01/01	11.46	VERMILION RIVER (AB & SK) (C024, SK24)	0.90	0.00		0.90
HIGH PRAIRIE (T438)	1.43	6.25	08/02/01	7.68	VETERAN (V881)	4.05	3.00	08/01/01	7.05
HINES CREEK (V447)	4.14	2.25	09/01/01	6.39	VILNA (V887)	7.07	20.00	12/01/01	27.07
HORSESHOE BAY S.V. (S458)	0.13	0.00		0.13	WASKATENAU (V908)	3.32	0.00	08/02/01	3.32
HYTHER (V468)	1.74	5.00	10/07/01	6.74	WEMBLEY (T911)	0.13	6.00	11/03/01	6.13
INNISFREE (V474)	4.97	1.50	06/01/01	6.47	WHEATLAND (C016)	0.54	0.00		0.54
JASPER (PARK & OUTSIDE TOWN) (L012, R003)	10.37	0.00		10.37	WHITE SANDS S.V. (S922)	-0.09	0.00		-0.09
JASPER SCH DIST 3063 (R004)	10.98	0.00		10.98	WHITEFISH I.R. 155 (B924)	1.35	0.00		1.35
KINUSO (V505)	1.78	0.00	11/01/01	1.78	WILLINGDON (V926)	4.11	2.00	08/01/01	6.11
KITSCOTY (V508)	1.50	6.00	13/01/01	7.50	WOOD BUFFALO (M018)	0.34	0.00		0.34
KNEEHILL & TORRINGTON (M048, V854)	1.30	0.00		1.30	WOOD BUFFALO PARK (L024)	0.41	0.00		0.41
LAKELAND (C089)	0.33	0.00		0.33	YOUNGSTOWN (V932)	1.63	1.25	12/01/01	2.88
LAMONT (C030)	3.17	0.00		3.17					

(BOLD, ITALICS) - Communities that are expected to transition to new Municipal Franchise Tax Agreement in 2013



Rider B Balancing Pool Assessment

Availability

- This Rider B is designed to flow through a Balancing Pool Refund from the Alberta Electric System Operator (AESO).
- Applicable to all customers with the exception of customers served on Price Schedule D24, Price Schedule D34, and Price Schedule D44, at points of service, throughout the territory served by the Company for energy consumption effective from January 1, 2013.
- The Company's applicable charges under the following Price Schedules will be adjusted by the amounts noted below:

Applicable Distribution Tariff Price Schedule	Charge (¢/kW.h)
	“+” = Charge “-” = Refund
D11 Residential	-0.579
D21 Small General Service	-0.579
D22 Small General Service – Energy Only	-0.579
D25 Irrigation Pumping Service	-0.587
D26 REA Irrigation Pumping Service	-0.587
D31 Large General Service/Industrial – Distribution Connected	-0.577
T31 Large General Service/Industrial – Transmission Connected	Flow through
D32 Generator Interconnection and Standby Power	-0.577
D33 Transmission Opportunity Rate – Distribution Connected	-0.577
T33 Transmission Opportunity Rate – Transmission Connected	Flow through
D41 Small Oilfield and Pumping Power	-0.586
D51 REA Farm Service	-0.582
D52 REA Farm Service – Excluding Wires Service Provider	-0.582
D56 Farm Service	-0.582
D61 Street Lighting Service	-0.574
D63 Private Lighting Service	-0.578

Note: Rider B does not apply to Rider A, Rider E, Rider G, Rider J, and Rider S.



Rider E Special Facilities Charge

Availability

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

Price

The Facilities charge will be set out in a contract, negotiated between the customer and the Company, and will recover the revenue requirement of the applicable facilities. The revenue requirement will be calculated on a rate base of net book value and will include Return, Income Tax, Depreciation, and Operations and Maintenance costs.

Application

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



Rider G Temporary Adjustment

Availability

- Applicable to all customers, at points of service, throughout the territory served by the Company for energy consumption effective August 1, 2012.
- The Company's applicable charges under the following Price Schedules will be adjusted by the amounts noted below:

Applicable Distribution Tariff Price Schedule	Charge (¢/kW.h)
	“+” = Charge “-“ = Refund
D11 Residential	-0.161
D21 Small General Service	0.000
D22 Small General Service – Energy Only	0.000
D25 Irrigation Pumping Service	0.000
D26 REA Irrigation Pumping Service	0.000
D31 Large General Service/Industrial – Distribution Connected	0.000
T31 Large General Service/Industrial – Transmission Connected	0.000
D32 Generator Interconnection and Standby Power	0.000
D33 Transmission Opportunity Rate – Distribution Connected	0.000
T33 Transmission Opportunity Rate – Transmission Connected	0.000
D41 Small Oilfield and Pumping Power	0.000
D51 REA Farm Service	0.000
D52 REA Farm Service – Excluding Wires Service Provider	0.000
D56 Farm Service	0.000
D61 Street Lighting Service	-0.018 ¢/watt/day
D63 Private Lighting Service	-0.029 ¢/watt/day

Note: Rider G does not apply to Rider A, Rider E, Rider J, and Rider S.



Rider J Interim Adjustment

Availability

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



SAS Deferral Rider S

Availability

- Rider S is designed to dispense of the estimated System Access Service (SAS) deferral balance on the prospective basis for the proceeding quarter as well as including previous quarter true-ups of actual revenues and costs related to Riders.
- Applicable to all customers, at points of service, throughout the territory served by the Company for energy consumption effective April 1, 2013.
- The Company's applicable charges under the following Price Schedules will be adjusted by the amounts noted below.

Applicable Distribution Tariff Price Schedule	Charge (¢/kW.h)
	“+” = Charge “-” = Refund
D11 Residential	0.840
D21 Small General Service	0.840
D22 Small General Service – Energy Only	0.840
D25 Irrigation Pumping Service	0.840
D26 REA Irrigation Pumping Service	0.840
D31 Large General Service/Industrial – Distribution Connected	0.840
T31 Large General Service/Industrial – Transmission Connected	0.000
D32 Generator Interconnection and Standby Power	0.840
D33 Transmission Opportunity Rate – Distribution Connected	0.840
T33 Transmission Opportunity Rate – Transmission Connected	0.000
D41 Small Oilfield and Pumping Power	0.840
D51 REA Farm Service	0.840
D52 REA Farm Service – Excluding Wires Service Provider	0.840
D56 Farm Service	0.840
D61 Street Lighting Service	0.840
D63 Private Lighting Service	0.840

Note: Rider S does not apply to Rider A, Rider E, Rider G, and Rider J.



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

Effective: April 1, 2013
Supercedes: April 1, 2012



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – DEFINITIONS AND INTERPRETATION	2
2.1 Definitions.....	2
2.2 Conflicts	10
2.3 Headings.....	10
2.4 Schedules and Appendices	10
ARTICLE 3 – GENERAL PROVISIONS	10
3.1 Commission Approval.....	10
3.2 Distribution Tariff	11
3.3 Effective Date.....	11
3.4 Terms and Conditions Prevail	11
3.5 Customer Guide to New Extensions	12
3.6 Ownership of Facilities	12
3.7 Fees and Other Charges.....	12
ARTICLE 4 – ESTABLISHMENT OF SERVICE	13
4.1 Application for Service Connection.....	13
4.2 Method of Application	13
4.2.1 Form and Acceptance of Application	13
4.2.2 Application by Retailer or Other Person.....	14
4.3 Establishment and Re-establishment of Credit or Deposits	14
4.3.1 Establishment of Credit	14
4.3.2 Re-establishment of Credit.....	15
4.3.3 Amount of Security Deposits	15
4.3.4 Refunds of Security Deposits.....	15
4.3.5 Interest of Security Deposits	16
4.3.6 Use of Security Deposits	16
4.4 Rejection of Application.....	16
4.5 Electric Service Agreement	17



4.6	Approvals.....	18
4.7	Temporary Service.....	18
4.8	Information and Requirements for Service.....	19
4.8.1	Electric Distribution Service	19
4.8.2	Customer Usage Information	19
4.9	Application of Price Schedules.....	20
4.10	Setup Fee	21
ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES		22
5.1	Customer Provided Facilities and Requirements.....	22
5.1.1	Protection of the Company's Equipment.....	22
5.1.2	Power Factor	22
5.1.3	Compliance with Requirements and Use of Service Connection	22
5.1.4	Extensions.....	23
5.1.5	Interference with Company's Facilities.....	23
ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO FACILITIES		23
6.1	Easements.....	23
6.2	Right of Entry	23
6.3	Vegetation Management	24
ARTICLE 7 – DISTRIBUTION AND TRANSMISSION EXTENSION.....		24
7.1	General Requirements	24
7.2	Determination of Customer Distribution Costs and Contributions	25
7.2.1	Customer Distribution Extension Costs.....	25
7.2.2	Distribution Contribution	26
7.2.3	Large Harmonization Tariff.....	27
7.3	Determination of Customer Transmission Costs and Contributions	28
7.3.1	Customer Transmission Extension Cost	28
7.3.2	Transmission Contribution	29
7.4	Electric Service Agreement	29
7.4.1	Electric Service Agreement Terms.....	29
7.4.2	Transfer of Electric Service Agreement Terms	30
7.5	Changes in Point of Delivery (POD) Demand.....	30
7.6	Distribution Contribution Refund.....	31



7.6.1	Time for Payment of Refund	32
7.7	Delay in Taking Service.....	32
7.7.1	Subdivision or Multiple Dwelling Residence	32
7.7.2	Non-Subdivision or Non-Multiple Dwelling Residence.....	32
7.8	Underground Subdivision Extensions	32
7.9	Conversion from Overhead to Underground Service	32

ARTICLE 8 – SERVICE CONNECTION 33

8.1	Company Responsibility and Liability.....	33
8.1.1	Continuous Supply	33
8.1.2	Interruption	33
8.1.3	Reasonable Efforts.....	34
8.1.4	Company Liability	34
8.1.5	Force Majeure	35
8.2	Customer Responsibility and Liability	35
8.2.1	Customer Responsibility for Facilities	35
8.2.2	Customer Liability.....	35
8.2.3	Protective Devices.....	36
8.2.4	Service Calls	36
8.3	Interference with the Company's Property	36
8.4	Unauthorized Use.....	36
8.5	Multiple Dwellings.....	37
8.6	Mobile Homes	37
8.7	Frequency and Voltage Levels.....	37

ARTICLE 9 – GENERATING CUSTOMERS 38

9.1	Provision of Service	38
9.2	Continuous Service.....	38
9.3	Planned Outages.....	38
9.4	Company Liability	39
9.5	Force Majeure.....	39
9.6	Generating Customer Responsibilities.....	39
9.6.1	Protective Devices.....	40
9.6.2	Service Calls	41



9.6.3	Company Disconnection for Safety Reasons	41
9.6.4	Metering and Settlement	41
9.6.5	Meter Test	42
9.6.6	Energy or Demand Diversion	43
9.6.7	Permits and Agreements.....	43
9.6.8	Approvals	44
9.7	Incremental Interconnection Costs	45
9.8	Ownership of Facilities	46
9.9	Payment Options and Credit Requirements	46
9.10	Incremental Operations and Maintenance Charges (O&M)	48
9.11	Incremental Administration and General Charges (A&G)	48
ARTICLE 10 – METERS		49
10.1	Installation of Meters.....	49
10.1.1	Provision and Ownership	49
10.1.2	Responsibility of Customer	49
10.2	Location	49
10.3	Access to Meters	50
10.4	Meter Test and Adjustments.....	50
10.5	Energy or Demand Diversion	51
10.6	Changes to Metering Equipment	51
10.7	Totalized Metering.....	52
ARTICLE 11 – RENDERING AND PAYMENT OF BILLS.....		52
11.1	Reading and Estimates	52
11.2	Calculation of Bills	53
11.3	Payment.....	53
11.4	Late Payment Charge.....	54
11.5	Returned Payment Fee	54
11.6	Adjustment of Bills.....	54
11.6.1	Billing Error.....	54
11.6.2	Unauthorized Use.....	55
11.7	Peak Metered Demand Waiver	56
11.7.1	Load Management	56



11.7.2	Forgiveness of New Distribution Peak Demands.....	57
11.7.3	Transmission Demand	58
ARTICLE 12 – CHANGE IN SERVICE CONNECTION		58
12.1	Prior Notice by Customer	58
12.2	Changes to Company Facilities	58
12.3	Relocation of Company Facilities	59
ARTICLE 13 – CHANGE IN CONTRACT DEMAND		59
13.1	Distribution Contract Demand (DCD).....	59
13.2	Transmission Contract Demand (TCD)	60
ARTICLE 14 – SERVICE DISCONNECTS AND RECONNECT.....		60
14.1	Disconnection and Idle Service.....	61
14.1.1	Temporary Disconnection	61
14.1.2	Right to Remove Site Meter	61
14.1.3	Permanent Disconnection	62
14.2	Disconnection at Request of Retailer.....	62
14.3	Disconnection by the Company	62
14.4	Reconnect Service	63
14.5	Removal of Facilities.....	63
ARTICLE 15 – CONTRACT EXIT PROVISIONS		63
15.1	Distribution Related Exit Costs.....	64
15.2	Transmission Related Exit Costs.....	64
SCHEDULE A - STANDARD SUPPLY SPECIFICATIONS		65
SCHEDULE B - AVAILABLE COMPANY INVESTMENT		68
SCHEDULE C - CONDITIONS OF UNDERGROUND SERVICE.....		70
SCHEDULE D - ELECTRIC SERVICE AGREEMENT.....		72
SCHEDULE E – BACKOUT ELECTRIC SERVICE AGREEMENT.....		74
SCHEDULE F - SUPPLEMENTARY SERVICE CHARGES		77



Page: vi
Effective: 2013-04-01
Supersedes: 2012-04-01

SCHEDULE G - DISTRIBUTION CONTRACT BUYDOWN COSTS AND CONTRIBUTION	
REFUND CREDITS	81



Page: 1
Effective: 2013-04-01
Supersedes: 2012-04-01

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 the 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 the 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;

"Available Company Investment" means the available investment in dollars as set forth in Schedule B hereto;

"Backout Electric Service Agreement" means an agreement, as set forth in Schedule E, 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*;

"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” means Customer name, Customer telephone number, Customer mailing address, site contact name, site contact phone number and other 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;



Page: 5
Effective: 2013-04-01
Supersedes: 2012-04-01

“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 in accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as amended 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;

“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 these Terms and Conditions, between the Company and a Customer, in the form attached as Schedule D hereto;

“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, 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;

"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" or *"MDM"* means an entity as defined in the Settlement System Code;

"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;

"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;

"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;

"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;

"Settlement System Code" or "SSC" 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;

"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;

"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;



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 – Available Company Investment
- Schedule C – Conditions of Underground Service
- Schedule D – Electric Service Agreement
- Schedule E – Backout Electric Service Agreement
- Schedule F – Supplementary Service Charges
- Schedule G – Distribution Contract Buydown Costs and Contribution Refund Credits

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: <http://www.atcoelectric.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 Guide to New Extensions

The Company has developed the Customer Guide to New Extensions to help Customers understand the normal practices of the Company. The Customer Guide 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 Guide. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Customer Guide to meet unique needs in certain circumstances.

The Company's Customer Guide is available for public inspection and can be accessed at ATCO Electric's website at: www.atcoelectric.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, 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 Schedule F herein. 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 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 sign an application in writing on forms 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 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 Backout Electric Service Agreement, in the form attached as Schedule E hereto, 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 Backout Electric-Service Agreement or as set out elsewhere.

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) The Company shall not require a deposit from a Customer unless the Customer falls under the circumstances defined in Sub-section 4.3.2. herein.
- (2) All Customers will be required to follow the security requirements as defined by the Customer's Retailer.



-
- (3) All Customers who choose to Self-Retail shall refer to the Retailer Terms and Conditions for Electric Distribution Service for their prudential requirements.
 - (4) The Company reserves the right to request Customers to establish credit for any amounts to be provided by the Customer, including but not limited to 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.

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.

4.3.5 Interest of 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, but not less than 2.5% per annum. 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, and collection action has been initiated by the Company, the Company may apply all or any portion of a Customer's security deposit toward payment of the outstanding amounts, including interest. 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, 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



Page: 17
Effective: 2013-04-01
Supersedes: 2012-04-01

-
- (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 a signed written 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 D. 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

Where the Company reasonably believes that a requested service will be temporary, unless otherwise stated, the following provisions apply:

(a) Oilfield and Large General Service/Industrial Customers

Where the requested service will be greater than one year, the Company will apply its Available Company Investment policy as set forth in Schedule B for Initial Terms of one (1) to four (4) years. The Customer requesting the service shall pay the Company the required Capital Contribution in advance of a Service Connection.

(b) Residential, Small General Service Customers and Oilfield and Large General Service/Industrial Customers for Service Less than One Year

The Customer will be required to pay the Company, in advance of a Service Connection, the estimated cost of Facilities plus the estimated cost of installation and removal of Facilities necessary for the desired service, less the value of the salvaged material.



4.8 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, 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 *Fair Trading Act*, RSA 2000, c. F-2 ("*Fair Trading Act*"). 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.



-
- (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 Schedule F hereof.

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 Schedule F herein.
- (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 Schedule F, 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, 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 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.

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 for vegetation management, emergency response and all other obligations required to be performed by the Company hereunder.

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 and the Customer shall not prevent or hinder the Company's entry. 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.

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.

ARTICLE 7 – DISTRIBUTION AND TRANSMISSION EXTENSION

7.1 General Requirements

- (a) The Company's Available Company Investment Policy set out in Schedule B 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.
- (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 electronic mail transmission 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.

- (f) Where a Customer is faced with a choice between being served at transmission or distribution voltage based on the harmonization criteria set out in the Customer Guide to New Extensions, upon the receipt of a written request from the Customer, the Company will advise the Customer of its eligibility for service under the harmonization tariff.

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 Schedule B 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.

7.2.3 Large Harmonization Tariff

- (a) The large harmonization tariff incorporates all tariff considerations faced by a large customer that has the option of being served at transmission or distribution voltage levels. The tariff will be considered only if the customer has a credible interconnection at both voltage levels and will be calculated based on the unique circumstances of serving that customer.

- (b) Criteria for establishing a harmonization tariff:
 - 1. The harmonization tariff is required to respond to a credible interconnection that is technically and economically feasible. Each potential harmonization tariff must be considered on its own merits.
 - 2. The harmonization tariff must constitute the least cost solution from the point of view of connecting to the distribution system versus connecting to the transmission system.
 - 3. The harmonization tariff is no more attractive than is reasonably required to make the customer indifferent.
 - 4. The harmonization tariff is applicable to Points of Services greater than 2000 kW.

- (c) Mechanics:

On a case by case basis, ATCO Electric will evaluate the potential of offering a large customer a harmonization tariff: The following steps will be used in developing a potential harmonization tariff but will not be limited to:

 - 1. ATCO Electric will initially evaluate the best technical and economical interconnection (generation, transmission or distribution).



-
2. ATCO Electric will calculate the present value of the customer's transmission interconnection cost and all tariff costs derived from Price Schedule T31.
 3. ATCO Electric will calculate the present value of the customer's distribution contribution and all tariff costs derived from Price Schedule D31.
 4. ATCO Electric will then calculate the cost difference between the two options.
 5. If the cost difference shows the customer would be better served at the transmission voltage, ATCO Electric will use the cost difference as the basis for the harmonization tariff or credit to ATCO Electric's Price Schedule D31.
 6. ATCO Electric will calculate a \$/kW credit from this cost difference based on the customer's contracted load over 25 years making the customer indifferent from being served from transmission or distribution voltage. The credit will be applied to all billing demand.

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 Agreement Terms

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.

(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.



7.6.1 Time for Payment of Refund

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 Schedule B. 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 C.

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 Schedule B.

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,



Page: 34
Effective: 2013-04-01
Supersedes: 2012-04-01

-
- (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.

8.2 **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.



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* made pursuant to the Act, as amended or replaced from time to time, the *Micro-Generation Regulation* 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.

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 4-quadrant metering facilities to measure active and reactive energy produced by the generator, and consumption of power, active and reactive energy, 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.
- (b) The Company will be responsible for interrogating the meter and complying with all current Settlement System Code requirements of an MDM with respect to the metered power production and consumption information. The Generating Customer will be provided with consumption and power production information for its internal use. The Generating Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs as set out in Schedule F herein.
- (c) Bi-directional cumulative or interval metering will be provided by the Company as required by the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time.
- (d) 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.

9.6.5 Meter Test

- (a) When applicable, the Company reserves the right to test the meter at any reasonable time in accordance with Article 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.

- (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 Schedule F hereto;
 - (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 Schedule B 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



Page: 47
Effective: 2013-04-01
Supersedes: 2012-04-01

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, on going 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. Time of use or 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 Schedule F(d). 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 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 Retailer's bill will be adjusted back to the time that the error can reasonably be determined to have commenced, subject to Sections 17 and 18 of the *Regulated Rate Option Regulation, A.R. 262/2005*, as amended from time to time.

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 Schedule F hereof. This charge will not apply in circumstances where the meter has been tested to be faulty.



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

- (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 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 Schedule F hereof. 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 interest on the late payment as set forth in Schedule F and Section 11.4 hereof.
- (b) 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.



-
- (c) 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 Schedule F hereof.
- (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, from the nameplate rating of the Customer's equipment rather than being metered.

11.2 Calculation of Bills

- (a) The Company bills the 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.
- (d) Where a meter reading schedule is changed, any charges other than Energy, 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 in the transition period.
- (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

- (a) The payments for service provided to the Customer under the Company's Price Schedule (and collected by the Retailer, if applicable) 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.
- (b) 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. 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 Schedule F hereof.

11.4 Late Payment Charge

If a Customer defaults or is late in paying its bill, the Company will apply a late payment charge as per Schedule F(h) on the amount due. The billing process is as follows: The Company will invoice the Customer each billing cycle for the period prior to the billing cycle. The Customer shall pay the Company on or before the 13th Business Day (17 calendar days) following the Business Day on which the Customer was invoiced. ATCO Electric 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 applies the late payment charge on the amount due. If the Customer fails to pay the balance on its next billing cycle, the late payment charge is applied to the balance carried forward (including interest). If an outstanding balance remains on a going-forward basis, the Company will initiate collection action including disconnecting service to the Customer.

11.5 Returned Payment Fee

The Company reserves the right to assess a service charge as defined in Schedule F hereto 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 subject 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



Page: 55
Effective: 2013-04-01
Supersedes: 2012-04-01

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 Schedule F, Part (f) hereof.

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 all applicable charges including the cost of Energy billed to the Company by the Power Pool.

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 an unscheduled 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 an unscheduled 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. 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.

- (a) 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 is payable only if the Customer increases the contracted load within the Initial Term of the contract.
- (b) 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.
- (c) For large general service Customers with a Distribution Contract Demand of less than 500 kW and oilfield service Customers, where the Company has applied the full Available Company Investment under Schedule B based on an Initial Term of five (5) years, the rates contained in Schedule G, Tables 1 and 2, will be used to calculate the charge or contribution refund to the Customer. The charge or contribution refund will be the rate (\$/kW) that intersects with the row and column



Page: 60
Effective: 2013-04-01
Supersedes: 2012-04-01

corresponding to the year in which the change is requested and the year in which the original contract was signed, multiplied by the reduction or increase in DCD.

- (d) For large general service Customers originally signed after 1987, with a Distribution Contract Demand exceeding 500 kW, 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 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 the Settlement System Code, 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 Schedule F, 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. 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.

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 Schedule B (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. If a Customer notifies the Company to disconnect service and is enrolled with a Retailer, the Company will complete the request and subsequently notify the Customer's Retailer.
- (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 Schedule F hereof.

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 Schedule F;
- (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, and it is within the Investment Term of the Electric Service Agreement, the Customer shall pay the applicable distribution related exit cost, which is defined as:

- (a) the present value of capital recovery stream(s) associated with the existing Facilities being removed; less
- (b) the estimated salvage value; plus
- (c) the estimated salvage costs.

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) 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.



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.

1.0 Residential:

(a) 240/120 V – single phase, three wire

- i) overhead secondary conductors are supplied by the Company
- ii) for services 100 amps or less, underground conductors are supplied by the Company
- iii) for services greater than 100 amps underground conductors are supplied by the Customer

2.0 Farm:

(a) 240/120 V – single phase, three wire

overhead and underground secondary conductors are supplied by the Customer

(b) 208 Y/120 V – three phase, four wire

overhead and underground secondary conductors are supplied by the Customer

3.0 General Service:

(a) 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

(b) 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

(c) 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

(d) 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

(e) 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

4.0 Oilfield

(a) 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



(b) 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

(c) 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

(d) 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 - AVAILABLE COMPANY INVESTMENT

1.0 Subject to the provisions of paragraph 2 and 3 of this Schedule B, the maximum Distribution Capital Cost which the Company will incur to extend service to a Point of Service, herein referred to as the "Available Company Investment" will be determined as follows:

Service Type	Price Schedule	Initial Term (years)	Investment Term (years)	Minimum Demand	Demand Blocks	Effective : April 1, 2013
Residential	D11	5	30	-	not applicable	\$2,734 per site
Small General Service	D21, D22	5	25	5 kW	all levels	\$2,798 per kW
Irrigation Pumping	D25	5	30	5 kW	all levels	\$ 509 per kW
Large General Service / Industrial	D31, D32	5	25	50 kW	first 500 kW	\$ 1,257 per kW
					next 1500 kW	\$ 843 per kW
					remaining kW	\$ 87 per kW
		4	4	50 kW	first 500 kW	\$ 399 per kW
					next 1500 kW	\$ 268 per kW
					remaining kW	\$ 28 per kW
		3	3	50 kW	first 500 kW	\$ 311 per kW
					next 1500 kW	\$ 209 per kW
					remaining kW	\$ 22 per kW
		2	2	50 kW	first 500 kW	\$ 216 per kW
					next 1500 kW	\$ 145 per kW
					remaining kW	\$ 15 per kW
1	1	50 kW	first 500 kW	\$ 112 per kW		
			next 1500 kW	\$ 75 per kW		
			remaining kW	\$ 8 per kW		
Oilfield and Pumping	D41	5	15	4 kW	all levels	\$2,079 per kW
		4	4			\$ 816 per kW
		3	3			\$ 636 per kW
		2	2			\$ 441 per kW
		1	1			\$ 229 per kW
Company Farm	D56	5	30	3 kVa		\$1,959 per kVa
Standard Street Lighting ⁽¹⁾	D61B	5	25	-		\$2,481 per light
	D61C	5	25	-		\$ 615 per light
Standard Private Lighting	D63A	5	25	-		\$ 1,329 per light
	D63E	5	25	-		\$ 334 per light

Notes: (1) For residential and commercial subdivision street lighting, investment will only be available to municipal corporations, and only after the lighting is connected and taking service in the account of the municipal corporation.



Page: 69
Effective: 2013-04-01
Supersedes: 2012-04-01

2.0 In circumstances where the Investment Term, revenue or load characteristics of an extension are expected to substantially deviate from the norm, the Company will calculate the Available Company Investment based on the expected operating characteristics and length of service for the extension of service in question.

3.0 Reduction in Available Company Investment Level

The Company has the right to withhold the Available Company Investment from a Customer. If the Company withholds the Available Company Investment from a Customer, the Company will send the Customer a written explanation outlining:

- (a) the reasons for withholding the investment; and
- (b) the Customer's right to appeal the Company's decision to the Commission.

A copy of the same written explanation will be sent to the Commission.

4.0 Micro-Generation Customers

Subject to the *Micro-Generation Regulation, A.R. 27/2008*, as amended from time to time, the Company will invest in the costs of connecting a micro-generation unit to the interconnected system.



SCHEDULE C - 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 and service conductor protection from sixty centimeters below grade level to the line side of the meter socket and will ensure installation of a service having a 100 ampere capacity;



Page: 71
Effective: 2013-04-01
Supersedes: 2012-04-01

-
- (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.



Page: 72
Effective: 2013-04-01
Supersedes: 2012-04-01

SCHEDULE D - 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: _____



Page: 73
Effective: 2013-04-01
Supersedes: 2012-04-01

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 acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Electric.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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, assigns.
10. 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.
11. 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: _____



SCHEDULE E – BACKOUT ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT made as of the ---- day of -----, A.D. 20XX (hereinafter referred to as the "Effective Date")

BETWEEN **{Name of Customer}**
{Address of Customer}
{-----} (hereinafter called the "Customer")

-and-

ATCO Electric Ltd, a corporation incorporated pursuant to the laws of Canada
with offices at the City of Edmonton in the Province of Alberta (hereinafter called the "Corporation")

WHEREAS the parties intend to enter into an Electric Service Agreement to provide for a Service Connection to the Customer's Point of Service known as ----- located at **LSD** ----- in the Province of Alberta (hereinafter referred to as the "Project"); and

WHEREAS for the purposes of this agreement, "Service Connection" shall mean the facilities required to physically connect the Customer's facilities to the Company's distribution system to permit the Customer to buy energy from a Retailer;

WHEREAS for the purposes of this agreement, "Point of Service" shall mean the point at which the Company's service conductors are connected to the conductors or apparatus of a Customer;

WHEREAS the parties acknowledge that the Corporation will incur costs and expenses in connection with the Project prior to the execution of the Electric Service Agreement; and

WHEREAS the parties wish to set out their agreement regarding reimbursement of these costs and expenses incurred by the Corporation in connection with the Project.

NOW THEREFORE the Customer and the Corporation agree as follows:

1. In accordance with the Corporation's proposal of ----- 20XX, attached hereto as Appendix A, the Customer agrees to enter into an agreement with the Corporation for the provision of a Service Connection to the Project (herein referred to as the "Electric Service Agreement"). Subject to the provisions of this Agreement, the aforementioned Service Connection shall be provided by ----- (hereinafter called the "Full Service Date").
2. This Agreement shall be in effect from the Effective Date until the execution of the Electric Service Agreement, whereupon this Agreement shall terminate and shall be of no further force or effect.
3. Upon execution of this Agreement by both parties, the Corporation shall proceed with such activities, including, engineering, procurement of materials and construction of the facilities as it believes necessary to provide a Service Connection to the Project by the Full Service Date (hereinafter called the "Work").
4. If the Corporation determines that it is unable to complete the Work by the Full Service Date it shall notify the Customer of the deferment and initiate any action necessary to complete the Work as soon as is reasonably possible thereafter.
5. This Agreement may be terminated by the Corporation and the Corporation may thereupon terminate the Work and demand payment in accordance with paragraph 6 hereof:
 - (a) if the Customer is in breach of any obligation hereunder and the Customer has not commenced to diligently remedy such breach within ten (10) days of the Corporation giving the Customer written notice specifying the default;
 - (b) if the Customer requires the Full Service Date to be deferred to a date which in the opinion of the Corporation would result in the Electric Service Agreement not being economically or commercially reasonable, provided that the Corporation has given the Customer written notice of the Corporation's intent and within seven (7) days thereafter the Customer has not withdrawn its deferral requirement by written notice to the Corporation;



Page: 75
Effective: 2013-04-01
Supersedes: 2012-04-01

- (c) if the Customer is unwilling or unable to execute, or to close or complete all transactions contemplated in the Electric Service Agreement, in circumstances where the Corporation is willing and able to close or complete such transaction; or
 - (d) if the Customer no longer requires or desires the Work to be continued or the Project to be provided a Service Connection.
 - (e) if the Project is not given approval by the Alberta Utilities Commission or any other person (including any regulatory authority).
6. In the event the Corporation exercises its right to terminate the Work in accordance with Paragraph 5 hereof, the Customer shall, upon receipt of an invoice therefore, pay the aggregate of all actual costs and expenses incurred by the Corporation related to the Work and all costs incurred by the Corporation in connection with the termination thereof including, without duplication, 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 Corporation;
 - (e) the costs incurred in the process of obtaining easements, right-of-way and regulatory approvals;
 - (f) the expense of wages and benefits for services performed by the Corporation's employees;
 - (g) the carrying charges; 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 Corporation.
7. The Corporation's estimate of the costs and expenses to be incurred by it in connection with the Work and to be reimbursed pursuant to Paragraph 6 hereof are set forth below on a monthly basis as follows:

Cumulative Costs to Month End

<u>Month Ended</u>	<u>Year</u>	<u>Costs and Expenses to be Reimbursed</u>	<u>Month Ended</u>	<u>Year</u>	<u>Costs and Expenses to be Reimbursed</u>
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX
XXXXXX	20XX	\$XXXXXXXX.XX	XXXX	20XX	\$XXXXXXXX.XX

The parties acknowledge and agree that the costs and expenses set out above are calculated by the Corporation on a best efforts basis. Actual costs and expenses pursuant to Paragraph 6 (a) to (f) may vary. The parties further acknowledge and agree that such estimates do not include the cost and expenses which may be incurred by the Corporation pursuant to Paragraph 6 (g) and (h) inclusive hereof and will be payable by the Customer upon terminating the Work pursuant to Paragraph 5 hereof.

8. Upon termination of the Agreement in accordance with Paragraph 5, the Corporation shall use reasonable efforts to minimize the carrying charges and other amounts payable by the Customer by canceling orders for, or returning to the supplier any equipment and material when permitted by a supplier, or by paying cancellation charges for the equipment and material that is reasonable. The Corporation shall exclude any costs which can be reasonably avoided, mitigated or allocated to other work conducted by the Corporation provided it is commercially practicable and permissible to do so.
9. Any payment required to be made by the Customer to the Corporation hereunder shall be made in accordance with an invoice prepared by the Corporation on account of such payment and provided to the Customer.
10. 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.



Page: 76
Effective: 2013-04-01
Supersedes: 2012-04-01

The Customer's address for notice is:

{ The Customer's Name }
{ Customer's Address }
{-----}
{-----}

Attention: {Title of recipient}
Facsimile: {(-----) -----}

The Corporation's address for notice is:

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

Attention: Sales Manager
Facsimile: (403) 420-7222

This Agreement shall be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

{-----Customer's Name-----}

ATCO Electric Ltd.

Per: _____

Per: _____

Name and Title

Name and Title



SCHEDULE F - SUPPLEMENTARY SERVICE CHARGES

1.0 APPLICABILITY

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

The service charges outlined herein are also outlined in the Company's Retailer Terms and Conditions for Electric Distribution Service. This is done to ensure the Customer and Retailer are aware of the charges that may apply. For greater certainty, the listing of these charges in both sets of Terms and Conditions does not entitle the Company to recover charges under both sets of Terms and Conditions.

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:

	<u>Application</u>	<u>Fee</u>
(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.	\$14.00 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.	\$14.00 per Site
(c) RECONNECTION AND DISCONNECTION OF SERVICE		
	(1) Reconnection of electric service to any premises during the Company's regular business hours:	\$122.00



-
- (2) Reconnection of electric service to any premises after the Company's regular business hours, if requested by the Customer: \$ Company's actual costs (\$122.00 minimum)
 - (3) Disconnection of electric service to any premises after the Company's regular business hours, if requested by the Customer: \$ Company's actual costs (\$122.00 minimum)
 - (4) Failed attempts to disconnect electric service to any premises during or after the Company's normal business hours: \$ Company's actual costs (\$122.00 minimum)

(d) REQUEST FOR INTERVAL METER

Customer request for interval metering (for Connected Load under 500 kW or small Micro-Generator installations):
Capital and installation cost of meter, phone line or cell phone; plus,
monthly phone line charges.

Cost of material and installation
plus
\$71.00 per month per meter for ongoing operating and maintenance costs

(e) SUPPLEMENTARY METER READS ^{1/}

This fee applies for additional meter reads above the Company's standard meter read practices.

- (1) Conventional meter reads (AMR): \$8.00 per read per meter
- (2) Conventional meter reads (non AMR): \$122.00 per read per meter
 - (i) Meter read to any premises during the Company's normal business hours:
 - (ii) Meter read to any premises after the Company's normal business hours: \$ Company's actual costs (\$122.00 minimum)



(f) 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 | \$163.00 per evaluation |
| (2) Instrument Transformer Metering | \$356.00 per evaluation |

(g) CUSTOMER USAGE INFORMATION REQUESTS

This fee applies when the Company is requested to provide Customer Usage Information above the standard service request. This fee will be assessed to the party that is making the request.

\$111.00 per hour
(minimum 1 hour)

(h) GENERATING CUSTOMER APPLICATION FEES

- | | |
|---|--|
| Micro-Generator | \$0.00 |
| Distribution Generator | |
| CSA or UL Certified Invertors under 5 kW: | \$0.00 |
| Synchronous Generator: | \$2,288.00 per interconnection site |
| Induction Generator: | Under 250 kW: \$763.00 per interconnection site |
| | Over 250 kW: \$1,526.00 per interconnection site |
| Load Following Generator: | Under 250 kW: \$458.00 per interconnection site |
| | Over 250 kW: \$915.00 per interconnection site |

(i) LATE PAYMENT CHARGE 1.5% per month (19.56% per annum)



Page: 80
Effective: 2013-04-01
Supersedes: 2012-04-01

(j) RETURNED PAYMENT FEE **\$20.00**

^{1/} **Standard Company Meter Reads:**

Interval meters..... Daily
Conventional meters (AMR and non AMR type).... Monthly or Bi-monthly



SCHEDULE G - DISTRIBUTION CONTRACT BUYDOWN COSTS AND CONTRIBUTION REFUND CREDITS

Table 1:

Charges/Refunds Applicable to Price Schedule D31 Distribution Contract Demand Changes:

Buydown Year	Original Contract Year							
	Up to 1,999 kW	Up to 1,999 kW	Up to 1,999 kW	Up to 1,999 kW	Up to 500 kW			
	1989	1990*	1991	1992	1993*	1994	1995*	1996
2013	\$13 /kW	\$24 /kW	\$156 /kW	\$192 /kW	\$204 /kW	\$171 /kW	\$192 /kW	\$216 /kW
2014	\$0 /kW	\$13 /kW	\$112 /kW	\$154 /kW	\$172 /kW	\$150 /kW	\$174 /kW	\$199 /kW
2015		\$0 /kW	\$60 /kW	\$110 /kW	\$136 /kW	\$127 /kW	\$154 /kW	\$180 /kW
2016			\$0 /kW	\$59 /kW	\$96 /kW	\$101 /kW	\$130 /kW	\$159 /kW
2017				\$0 /kW	\$51 /kW	\$71 /kW	\$104 /kW	\$134 /kW
2018					\$0 /kW	\$38 /kW	\$74 /kW	\$107 /kW
2019						\$0 /kW	\$39 /kW	\$76 /kW
2020							\$0 /kW	\$40 /kW
2021								\$0 /kW

Buydown Year	Original Contract Year							
	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW
	1997	1998	1999*	2000	2001*	2002	2003	2004
2013	\$228 /kW	\$238 /kW	\$247 /kW	\$258 /kW	\$279 /kW	\$273 /kW	\$275 /kW	\$285 /kW
2014	\$214 /kW	\$225 /kW	\$235 /kW	\$247 /kW	\$269 /kW	\$264 /kW	\$266 /kW	\$277 /kW
2015	\$197 /kW	\$210 /kW	\$222 /kW	\$235 /kW	\$259 /kW	\$253 /kW	\$256 /kW	\$268 /kW
2016	\$178 /kW	\$193 /kW	\$207 /kW	\$222 /kW	\$247 /kW	\$241 /kW	\$244 /kW	\$257 /kW
2017	\$157 /kW	\$175 /kW	\$190 /kW	\$207 /kW	\$233 /kW	\$229 /kW	\$232 /kW	\$246 /kW
2018	\$133 /kW	\$153 /kW	\$171 /kW	\$190 /kW	\$218 /kW	\$214 /kW	\$219 /kW	\$234 /kW
2019	\$105 /kW	\$130 /kW	\$150 /kW	\$172 /kW	\$201 /kW	\$199 /kW	\$205 /kW	\$221 /kW
2020	\$75 /kW	\$103 /kW	\$127 /kW	\$150 /kW	\$181 /kW	\$181 /kW	\$189 /kW	\$207 /kW
2021	\$40 /kW	\$72 /kW	\$100 /kW	\$127 /kW	\$159 /kW	\$162 /kW	\$172 /kW	\$191 /kW
2022	\$0 /kW	\$38 /kW	\$71 /kW	\$100 /kW	\$135 /kW	\$142 /kW	\$153 /kW	\$174 /kW
2023		\$0 /kW	\$37 /kW	\$71 /kW	\$107 /kW	\$118 /kW	\$133 /kW	\$155 /kW
2024			\$0 /kW	\$37 /kW	\$75 /kW	\$93 /kW	\$111 /kW	\$135 /kW
2025				\$0 /kW	\$40 /kW	\$65 /kW	\$86 /kW	\$112 /kW
2026					\$0 /kW	\$34 /kW	\$60 /kW	\$88 /kW
2027						\$0 /kW	\$31 /kW	\$61 /kW
2028							\$0 /kW	\$32 /kW
2029								\$0 /kW

* Denotes the Maximum Investment Level has been revised in the year indicated. Please contact ATCO Electric for buydown calculation.



Charges/Refunds Applicable to Price Schedule D31 Distribution Contract Demand Changes:

Buydown Year	Original Contract Year								
	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW	Up to 500 kW
	2005*	2006	2007	2008	2009	2010	2011*	2012	2013*
2013	\$306 /kW	\$311 /kW	\$315 /kW	\$323 /kW	\$713 /kW	\$798 /kW	\$1,158 /kW	\$1,220 /kW	\$1,257 /kW
2014	\$298 /kW	\$303 /kW	\$307 /kW	\$316 /kW	\$700 /kW	\$785 /kW	\$1,140 /kW	\$1,203 /kW	\$1,241 /kW
2015	\$289 /kW	\$295 /kW	\$299 /kW	\$308 /kW	\$686 /kW	\$771 /kW	\$1,120 /kW	\$1,185 /kW	\$1,223 /kW
2016	\$280 /kW	\$285 /kW	\$290 /kW	\$300 /kW	\$671 /kW	\$756 /kW	\$1,098 /kW	\$1,165 /kW	\$1,204 /kW
2017	\$269 /kW	\$275 /kW	\$280 /kW	\$291 /kW	\$655 /kW	\$739 /kW	\$1,075 /kW	\$1,143 /kW	\$1,183 /kW
2018	\$258 /kW	\$265 /kW	\$270 /kW	\$282 /kW	\$637 /kW	\$721 /kW	\$1,049 /kW	\$1,119 /kW	\$1,161 /kW
2019	\$245 /kW	\$253 /kW	\$258 /kW	\$272 /kW	\$617 /kW	\$701 /kW	\$1,022 /kW	\$1,093 /kW	\$1,137 /kW
2020	\$231 /kW	\$240 /kW	\$246 /kW	\$261 /kW	\$596 /kW	\$680 /kW	\$992 /kW	\$1,065 /kW	\$1,110 /kW
2021	\$216 /kW	\$226 /kW	\$233 /kW	\$249 /kW	\$572 /kW	\$656 /kW	\$960 /kW	\$1,035 /kW	\$1,082 /kW
2022	\$200 /kW	\$211 /kW	\$219 /kW	\$236 /kW	\$547 /kW	\$631 /kW	\$925 /kW	\$1,002 /kW	\$1,051 /kW
2023	\$182 /kW	\$195 /kW	\$204 /kW	\$222 /kW	\$520 /kW	\$603 /kW	\$888 /kW	\$967 /kW	\$1,017 /kW
2024	\$162 /kW	\$177 /kW	\$188 /kW	\$207 /kW	\$490 /kW	\$573 /kW	\$847 /kW	\$928 /kW	\$981 /kW
2025	\$141 /kW	\$157 /kW	\$170 /kW	\$190 /kW	\$457 /kW	\$540 /kW	\$803 /kW	\$887 /kW	\$941 /kW
2026	\$118 /kW	\$136 /kW	\$151 /kW	\$172 /kW	\$422 /kW	\$504 /kW	\$755 /kW	\$841 /kW	\$899 /kW
2027	\$92 /kW	\$113 /kW	\$130 /kW	\$153 /kW	\$383 /kW	\$465 /kW	\$704 /kW	\$792 /kW	\$852 /kW
2028	\$64 /kW	\$89 /kW	\$108 /kW	\$132 /kW	\$341 /kW	\$423 /kW	\$648 /kW	\$738 /kW	\$802 /kW
2029	\$33 /kW	\$61 /kW	\$84 /kW	\$110 /kW	\$296 /kW	\$376 /kW	\$587 /kW	\$680 /kW	\$748 /kW
2030	\$0 /kW	\$32 /kW	\$58 /kW	\$86 /kW	\$246 /kW	\$326 /kW	\$522 /kW	\$618 /kW	\$689 /kW
2031		\$0 /kW	\$30 /kW	\$59 /kW	\$192 /kW	\$271 /kW	\$451 /kW	\$549 /kW	\$625 /kW
2032			\$0 /kW	\$31 /kW	\$133 /kW	\$212 /kW	\$375 /kW	\$475 /kW	\$556 /kW
2033				\$0 /kW	\$70 /kW	\$147 /kW	\$292 /kW	\$395 /kW	\$481 /kW
2034					\$0 /kW	\$77 /kW	\$202 /kW	\$308 /kW	\$399 /kW
2035						\$0 /kW	\$105 /kW	\$214 /kW	\$311 /kW
2036							\$0 /kW	\$111 /kW	\$216 /kW
2037								\$0 /kW	\$112 /kW
2038									\$0 /kW

* Denotes the Maximum Investment Level has been revised in the year indicated. Please contact ATCO Electric for buydown calculation.



Table 2:

Charges/Refunds Applicable to Price Schedule D41 Distribution Contract Demand Changes:

Buydown Year	Original Contract Year							
	1999	2000	2001*	2002	2003	2004	2005*	2006
2013	\$73 /kW	\$137 /kW	\$200 /kW	\$237 /kW	\$273 /kW	\$317 /kW	\$317 /kW	\$348 /kW
2014	\$0 /kW	\$73 /kW	\$141 /kW	\$186 /kW	\$227 /kW	\$275 /kW	\$282 /kW	\$316 /kW
2015		\$0 /kW	\$75 /kW	\$130 /kW	\$178 /kW	\$230 /kW	\$244 /kW	\$281 /kW
2016			\$0 /kW	\$68 /kW	\$123 /kW	\$180 /kW	\$203 /kW	\$244 /kW
2017				\$0 /kW	\$64 /kW	\$125 /kW	\$159 /kW	\$203 /kW
2018					\$0 /kW	\$65 /kW	\$110 /kW	\$158 /kW
2019						\$0 /kW	\$57 /kW	\$110 /kW
2020							\$0 /kW	\$57 /kW
2021								\$0 /kW

Buydown Year	Original Contract Year						
	2007	2008	2009	2010	2011*	2012	2013*
2013	\$372 /kW	\$401 /kW	\$1,089 /kW	\$1,262 /kW	\$1,821 /kW	\$1,971 /kW	\$2,079 /kW
2014	\$342 /kW	\$374 /kW	\$1,026 /kW	\$1,199 /kW	\$1,737 /kW	\$1,893 /kW	\$2,005 /kW
2015	\$310 /kW	\$344 /kW	\$958 /kW	\$1,130 /kW	\$1,647 /kW	\$1,808 /kW	\$1,924 /kW
2016	\$275 /kW	\$312 /kW	\$884 /kW	\$1,055 /kW	\$1,549 /kW	\$1,715 /kW	\$1,837 /kW
2017	\$237 /kW	\$277 /kW	\$803 /kW	\$974 /kW	\$1,443 /kW	\$1,615 /kW	\$1,742 /kW
2018	\$197 /kW	\$240 /kW	\$716 /kW	\$885 /kW	\$1,329 /kW	\$1,506 /kW	\$1,640 /kW
2019	\$153 /kW	\$199 /kW	\$620 /kW	\$788 /kW	\$1,205 /kW	\$1,387 /kW	\$1,528 /kW
2020	\$106 /kW	\$155 /kW	\$516 /kW	\$683 /kW	\$1,071 /kW	\$1,259 /kW	\$1,408 /kW
2021	\$55 /kW	\$107 /kW	\$403 /kW	\$569 /kW	\$926 /kW	\$1,120 /kW	\$1,277 /kW
2022	\$0 /kW	\$56 /kW	\$280 /kW	\$444 /kW	\$768 /kW	\$969 /kW	\$1,136 /kW
2023		\$0 /kW	\$146 /kW	\$308 /kW	\$598 /kW	\$806 /kW	\$983 /kW
2024			\$0 /kW	\$161 /kW	\$415 /kW	\$628 /kW	\$816 /kW
2025				\$0 /kW	\$215 /kW	\$436 /kW	\$636 /kW
2026					\$0 /kW	\$227 /kW	\$441 /kW
2027						\$0 /kW	\$229 /kW
2028							\$0 /kW

* Denotes the Maximum Investment Level has been revised in the year indicated. Please contact ATCO Electric for buydown calculation.



Table 3:

Historical Investment Levels

Price Schedule D31

Year	First Block kW	Second Block kW	Third Block kW	First Block	Second Block	Third Block
1989	1999	> 1999	n/a	\$90 /kW	\$240 /kW	n/a
1990*	1999	> 1999	n/a	\$90 /kW	\$240 /kW	n/a
1991	500	> 500	n/a	\$430 /kW	\$220 /kW	n/a
1992	500	> 500	n/a	\$430 /kW	\$220 /kW	n/a
1993*	500	> 500	n/a	\$430 /kW	\$220 /kW	n/a
1994	500	> 500	n/a	\$310 /kW	\$200 /kW	n/a
1995*	500	> 500	n/a	\$310 /kW	\$200 /kW	n/a
1996	500	> 500	n/a	\$325 /kW	\$210 /kW	n/a
1997	500	> 500	n/a	\$325 /kW	\$210 /kW	n/a
1998	500	> 500	n/a	\$325 /kW	\$210 /kW	n/a
1999*	500	> 500	n/a	\$325 /kW	\$210 /kW	n/a
2000	500	> 500	n/a	\$325 /kW	\$210 /kW	n/a
2001*	500	> 500	n/a	\$335 /kW	\$215 /kW	n/a
2002	500	> 500	n/a	\$335 /kW	\$215 /kW	n/a
2003	500	> 500	n/a	\$335 /kW	\$215 /kW	n/a
2004	500	> 500	n/a	\$335 /kW	\$215 /kW	n/a
2005*	500	> 500	n/a	\$350 /kW	\$235 /kW	n/a
2006	500	> 500	n/a	\$350 /kW	\$235 /kW	n/a
2007	500	> 500	n/a	\$350 /kW	\$235 /kW	n/a
2008	500	> 500	n/a	\$350 /kW	\$235 /kW	n/a
2009	500	>500 to 2000	> 2000	\$755 /kW	\$506 /kW	\$53 /kW
2010	500	>500 to 2000	>2000	\$831 /kW	\$557 /kW	\$58 /kW
2011*	500	>500 to 2000	>2000	\$1191 /kW	\$798 /kW	\$83 /kW
2012	500	>500 to 2000	>2000	\$1236 /kW	\$829 /kW	\$86 /kW
2013*	500	>500 to 2000	>2000	\$1257 /kW	\$843 /kW	\$87 /kW

* Denotes the Maximum Investment Level has changed within the year indicated.



Table 3:

Historical Investment Levels (Cont.)

Price Schedule D41

Year	Investment Level
1998	\$550 /kW
1999*	\$550 /kW
2000	\$550 /kW
2001*	\$565 /kW
2002	\$565 /kW
2003	\$565 /kW
2004	\$565 /kW
2005*	\$510 /kW
2006	\$510 /kW
2007	\$510 /kW
2008	\$510 /kW
2009	\$1,293 /kW
2010	\$1,423 /kW
2011*	\$1,969 /kW
2012	\$2,044 /kW
2013*	\$2,079 /kW

* Denotes the Maximum Investment Level has changed within the year indicated.



Table 4:

Historical Weighted Average Cost of Capital

1983	21.76%
1984	20.51%
1985	19.02%
1986	16.98%
1987	16.81%
1988	16.37%
1989	15.93%
1990	16.30%
1991	15.68%
1992	15.31%
1993	12.70%
1994	13.24%
1995	13.80%
1996	13.41%
1997	13.14%
1998	12.60%
1999	12.14%
2000	12.17%
2001	12.78%
2002	10.23%
2003	9.03%
2004	9.30%
2005	8.78%
2006	8.71%
2007	7.92%
2008	8.20%
2009	8.81%
2010	8.84%
2011	8.22%
2012	8.48%
2013	8.38%



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

Effective: April 1, 2013
Supercedes: April 1, 2012



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	1
ARTICLE 2 – DEFINITIONS AND INTERPRETATION	2
2.1 Definitions	2
2.2 Conflicts	6
2.3 Headings.....	6
2.4 Schedules and Appendices.....	6
ARTICLE 3 – GENERAL PROVISIONS.....	6
3.1 Commission Approval	6
3.2 Distribution Tariff	7
3.3 Effective Date.....	7
3.4 Terms and Conditions Prevail	7
3.5 Retailer Guide	7
3.6 Ownership of Facilities	8
3.7 New Facilities and Service Additions	8
ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS	8
4.1 Timeliness, Due Diligence and Security Requirements.....	8
4.2 Arrangements with Customers	9
4.3 Responsibility for Electric Purchases	9
4.4 Retailer Authorization.....	9
4.5 Retailer Identification.....	9
4.6 Single Retailer for Customer	9
4.7 Fees and Other Charges.....	10



ARTICLE 5 – CUSTOMER INQUIRIES AND CUSTOMER INFORMATION.....	10
5.1 Customer Inquiries	10
5.2 Customer Inquiries Related to Emergency Situations and Outages.....	10
5.3 Customer Information.....	11
5.3.1 Provision of Customer Information to a Retailer.....	11
5.3.2 Provision of Customer Information to the Company	11
ARTICLE 6 – PROVISION OF SERVICE	11
6.1 Qualification for Service	11
6.2 Application for Site Enrollment	13
ARTICLE 7 – BILLING & PAYMENT	15
7.1 Retail Billing	15
7.2 Payment and Collection Terms	15
7.3 Late or Unpaid Bills	16
7.4 Adjustment of Bills.....	17
7.4.1 Billing Error.....	17
7.4.2 Unauthorized Use	18
ARTICLE 8 – ELECTRIC DISTRIBUTION SERVICE INTERRUPTION.....	18
8.1 Continuous Supply	18
8.2 Interruption.....	18
8.3 Reasonable Efforts.....	19
ARTICLE 9 – DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICE	19
9.1 Discontinuance by the Retailer.....	19
9.2 Discontinuance by the Company.....	20



ARTICLE 10 – SERVICE DISCONNECTS AND RECONNECT.....	21
10.1 Disconnection of Service.....	21
10.1.1 Disconnection by the Company	21
10.1.2 Disconnection at Request of Retailer	22
10.1.3 Disconnection at Request of Customer.....	23
10.1.4 Permanent Disconnection.....	23
10.2 Reconnect Service	23
ARTICLE 11 – PRUDENTIAL REQUIREMENTS.....	24
11.1 Setting of Prudential Requirements.....	24
11.2 Maintaining Prudential Requirements	26
11.3 Confidentiality.....	28
11.4 Costs.....	28
11.5 Interest of Security Deposits	28
ARTICLE 12 – METERING.....	28
12.1 Provision and Ownership	28
12.2 Meter Reading.....	29
12.3 Changes to Metering Equipment.....	29
12.4 Meter Test and Adjustments	30
ARTICLE 13 – LOAD SETTLEMENT.....	31
13.1 Request for Additional Information	31
13.2 Liability	31
ARTICLE 14 – DEFAULT.....	31
14.1 Events of Default.....	31
14.2 Rights Upon Default	32
14.3 Recourse to Security Upon Retailer Default.....	32



ARTICLE 15 – LIABILITY AND INDEMNITY	33
15.1 Indemnity	33
15.2 Consequential Loss.....	35
ARTICLE 16 – FORCE MAJEURE.....	36
16.1 Force Majeure Relief.....	36
16.2 Exclusions	36
16.3 Notice	36
16.4 Obligation to Remedy.....	36
16.5 Strikes and Lockouts.....	37
ARTICLE 17 – DISPUTE RESOLUTION.....	37
17.1 Resolution by Company and Retailer	37
17.2 Resolution by Arbitration	37
17.3 Arbitrators.....	37
17.4 Failure to Concur.....	38
17.5 Refusal to Appoint an Arbitrator	38
17.6 Failure to Appoint a Third Arbitrator	38
17.7 Technical Competence	38
17.8 Compensation of Arbitrators.....	39
17.9 Application of the Arbitration Act (Alberta)	39
17.10 Decisions Binding.....	39
17.11 Continuity of Service	39
ARTICLE 18 – MISCELLANEOUS.....	39
18.1 Compliance with Applicable Legal Authorities.....	39
18.2 No Assignment.....	40
18.3 No Waiver	40
18.4 Law	40



Page: v
Effective: 2013-04-01
Supersedes: 2012-04-01

ARTICLE 19 – NOTICE	41
SCHEDULE A – RETAIL SERVICE AGREEMENT.....	42
SCHEDULE B – DISCONNECT CUSTOMER SITE	48
SCHEDULE C – SUPPLEMENTARY SERVICE CHARGES	50



Page: 1
Effective: 2013-04-01
Supersedes: 2012-04-01

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;

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

"*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;

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

"*Customer Information*" means Customer name, Customer telephone number, Customer mailing address, site contact name, site contact phone number and other 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).

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

"Distribution Tariff" means a distribution tariff prepared by the Company in accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as amended 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;

"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, 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";

"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;

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

"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 the Settlement System Code;

"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 the Settlement System Code (SSC), as a particular Customer's Retailer for a Point of Service at a particular time;

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

"Settlement System Code" or "SSC" 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;

"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 (Rule 004), Version 1.4, as maintained by the AUC which is 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;



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 C – Supplementary Service Charges

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 Electric's website at: <http://www.atcoelectric.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



<http://www.atcoelectric.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, unless an agreement between the Company and the Retailer or 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 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 Settlement System Code.

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 Schedule C. 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 Electric Distribution Service, 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 *Fair Trading Act*, RSA 2000, c. F-2 ("*Fair Trading 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*

In accordance with the Alberta Utilities Commission Rule 010 “Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets”, the Company will provide historic customer usage information to a Retailer that has a Retail Service Agreement and a Representation and Warranties Agreement in place with the Company. The Representation and Warranties Agreement requires that Retailers have a written customer authorization for each historical usage information request submitted to the distributor. Rule 010 specifies that Retailers who request historical usage information from a distributor must do so using the electronic transactions as per Rule 010.

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 Settlement System Code. 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 for additional processing 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 *Fair Trading 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 *Fair Trading 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 Settlement System Code;
 - (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 the Settlement System Code. 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 the Settlement System Code, the Company will recognize the Retailer as the Retailer of Record for that particular Site.



-
- (d) Enrollments will be processed by the Company on a first-come, first-served basis as set out in the Settlement System Code.
 - (e) Once the enrollment is submitted, the Company will provide the Retailer, in accordance with the Settlement System Code, 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, 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 Schedule C hereof.
 - (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 Schedule C, Part 2(b).
 - (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 Schedule C, part 2(a) hereof.



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 Tariff Billing Code 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 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 interest on the late payment as set forth in Schedule C hereof.

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 subject 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 Schedule C, Part (g) hereof.



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.

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 the Settlement System Code. 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 Schedule C hereof.

-
- (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 the Settlement System Code , 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 Schedule C, Part 2(c).

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 the Settlement System Code.

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. If a Customer notifies the Company to disconnect service and is enrolled with a Retailer, the Company will complete the request and subsequently notify the Customer's Retailer.

- (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 Schedule C hereof.

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 provide the Company and Customer with written notice at least ten (10) Business Days in advance of the proposed disconnect pursuant to clause (a).
- (d) The Retailer shall remain responsible for Electricity Services to the Customer until a replacement Retailer has enrolled the Customer at the Site.
- (e) 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 Schedule C hereof.
- (f) 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.



-
- (g) 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 the Settlement System Code, 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. 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.

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 Schedule C hereof.

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 credit rating will mean the bond rating according to Standard and Poor's Bond Rating Service or an equivalent bond rating from Dominion Bond Rating Service or Moody's Investors Service.

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) For the purposes of calculating the Retailer's payments under the Company's Distribution Tariff pursuant to Section 8(2)(b) of *Distribution Tariff Regulation*, A.R. 162/2003, the total of (i) twenty (20) days, plus (ii) the number of days between consecutive bills issued by the owner to the Retailer, plus (iii) the number of days from the issuance of a bill by an owner until payment is due from the Retailer, shall equal forty-five (45) calendar days.



-
- (f) 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 financial deposit, a bond, an irrevocable letter of credit from a financial institution acceptable to the Company or an irrevocable guarantee. 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 their corporate bond rating to the Company within two (2) Business Days of said 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 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 financial 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").
- (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 of 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, but not less than 2.5% per annum. Interest will be paid to the Retailer annually.

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. Time of use or 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 Schedule F(d). 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 Schedule C hereof, 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 Schedule C hereof. 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 interest on the late payment as set forth in Schedule C hereof.

-
- (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 Retailer's bill will be adjusted back to the time that the error can reasonably be determined to have commenced, subject to Sections 17 and 18 of the *Regulated Rate Option Regulation, A.R. 262/2005*, as amended from time to time.

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 Schedule C hereof. This charge does not apply to circumstances when the meter has been tested to be faulty.



ARTICLE 13 – LOAD SETTLEMENT

13.1 Request for Additional Information

A Retailer may request additional settlement information above the basic service provisions specified in the Settlement System Code 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.

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, but not less than 2.5% from the date so determined until paid.

ARTICLE 18 – MISCELLANEOUS

18.1 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.

18.2 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.

18.3 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.

18.4 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



Page: 41
Effective: 2013-04-01
Supersedes: 2012-04-01

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.

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 facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) 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: Chief Regulatory Officer
Fax: (780) 420-5098

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



SCHEDULE A – RETAIL SERVICE AGREEMENT

MEMORANDUM 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.



Page: 46
Effective: 2013-04-01
Supersedes: 2012-04-01

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:

Attention: Customer Care Services

Facsimile:

Facsimile: (780) 420-8984

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: _____



Page: 47
Effective: 2013-04-01
Supersedes: 2012-04-01

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: _____

Per: _____

Name: _____

Name: _____

Title: _____

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 2 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 may not disconnect a residential or farm premises between the months of 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. During this time a limiter may be installed.
4. The Company will not disconnect a premises if it houses elderly people or contains medical equipment. During this time a limiter may be installed.
5. The Company will not disconnect a premises 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.



SCHEDULE C – SUPPLEMENTARY SERVICE CHARGES

1.0 APPLICABILITY

Applicable to every Retailer participating in Electric Distribution Service within the Company's service area.

The service charges outlined herein are also outlined in the Customer Terms and Conditions for Electric Distribution Service. This is done to ensure the Customer and Retailer is aware of the charges that may apply. For greater certainty, the listing of these charges in both sets of Terms and Conditions does not entitle the Company to recover charges under both sets of Terms and Conditions.

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.

	<u>Application</u>	<u>Fee</u>
(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.	\$14.00 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.	\$14.00 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. \$14.00 per Site

(d) RECONNECTION AND DISCONNECTION OF SERVICE

- \$122.00
- (1) Reconnection of electric service to any premises during the Company's normal business hours: \$ Company's actual costs (\$122.00 minimum)
 - (2) Reconnection of electric service to any premises after the Company's normal business hours, if requested by the Retailer (or Customer): \$ Company's actual costs (\$122.00 minimum)
 - (3) Disconnection of electric service to any premises after the Company's normal business hours, if requested by the Retailer (or Customer): \$ Company's actual costs (\$122.00 minimum)
 - (4) Failed attempts to disconnect electric service to any premises during or after the Company's normal business hours: \$ Company's actual costs (\$122.00 minimum)

(e) REQUEST FOR INTERVAL METER

Customer request for interval metering at secondary distribution voltages (for connected load under 500 kW or small micro-generator installations): Cost of Material and Installation plus \$71.00 per month per meter for ongoing operating and maintenance costs

(f) SUPPLEMENTARY METER READS ^{1/}

This fee applies for additional meter reads above the



Company's standard meter read practices.

- (1) Conventional meter reads (AMR): \$8.00 per read per meter
- (2) Conventional meter reads (non AMR): \$122.00 per read per meter
 - (i) Meter read to any premises during the Company's normal business hours: \$ Company's actual costs
 - (ii) Meter read to any premises after the Company's normal business hours: (\$122.00 minimum)

(g) 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 \$163.00 per evaluation
- (2) Instrument Transformer Metering \$356.00 per evaluation

(h) 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. \$111.00 per hour (minimum 1 hour)

(i) LATE PAYMENT CHARGE 1.5% per month (19.56% per annum)

^{1/} Standard Company Meter Reads:

Interval meters.....	Daily
Conventional meters (AMR and non AMR type)....	Monthly or Bi-monthly

ATCO GAS AND PIPELINES LTD.

ATCO GAS NORTH

RATE SCHEDULES

April 1, 2013

Effective April 1, 2013

ATCO GAS AND PIPELINES LTD. - NORTH RATE SCHEDULES

INDEX

	Page
<u>Conditions</u>	
General Conditions.....	3
<u>Riders</u>	
Rider "A" Municipal Franchise Fee.....	4
Rider "B" Municipal Property Tax and Specific Costs	5
Rider "D" Unaccounted For Gas	6
Rider "E" Deemed Value of Gas	7
Rider "L" Load Balancing Deferral Account Rider	8
Rider "T" Transmission Service Charge	9
Rider "W" Weather Deferral Account Rider	10
<u>Delivery Service Rates</u>	
Low Use Delivery Service.....	11
Mid Use Delivery Service	12
High Use Delivery Service.....	13
<u>Other Service Rates</u>	
Emergency Delivery Service	14
Unmetered Gas Light Service	15

Effective March 1, 2013 by Decision 2013-035
This Replaces General Conditions
Previously Effective January 1, 2011

ATCO GAS AND PIPELINES LTD. - NORTH GENERAL CONDITIONS

1. Approval of Alberta Utilities Commission (AUC):

Changes in Rates from time to time are subject to approval by the AUC for the Province of Alberta.

2. Special Contracts:

Unless varied by the AUC, service to Customers under Special Contracts shall be subject to the terms and conditions thereof.

3. Specific Facilities Conditions:

The Rates do not include extra costs incurred by the Company and payable by the Customer for Special Facilities or conditions requested by the Customer at the Point of Delivery.

4. Winter Period - Summer Period:

The winter period is the five calendar months from November 1 to March 31, and the summer period is the seven calendar months from April 1 to October 31.

5. Late Payment Charge:

When accounts are not paid in full on or before the due date within 15 business days of statement date, the Company will apply a 1% penalty on the amount due. If the payment is not received by the next billing cycle, a 1% penalty will be applied to the balance carried forward (including prior penalties).

6. Terms and Conditions:

The Company's Terms and Conditions for Distribution Service Connections and Distribution Access Service apply to all Customers and form part of these Rate Schedules.

7. DSP Rider F:

The words "DSP Rider "F" " as they appear on the Rate Schedules, shall mean the Default Supply Provider's Regulated Services Gas Cost Flow-Through Rate for ATCO Gas.

Effective January 1, 2013 by AUC Acknowledgement Application No. 1609098

This Replaces Rider "A"

Previously Effective September 17, 2012

ATCO GAS AND PIPELINES LTD. – NORTH RIDER "A" TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues.

Method C. - Applied to gross revenues and Rider "E".

<u>Municipalities –</u> <u>Method A</u>	<u>%</u>	<u>Effective</u> <u>Date</u> <u>yymmdd</u>	<u>Municipalities –</u> <u>Method A</u>	<u>%</u>	<u>Effective</u> <u>Date</u> <u>yymmdd</u>	<u>Municipalities –</u> <u>Method A</u>	<u>%</u>	<u>Effective</u> <u>Date</u> <u>yymmdd</u>
Alberta Beach	6.91	10/09/07	Hardisty	20.00	04/10/07	Sexsmith	25.00	07/04/24
Alix	20.00	06/04/01	Hines Creek	30.00	05/08/02	Sherwood Park	22.00	10/07/01
Amisk	9.10	00/04/18	Hinton ***	14.60	12/01/01	Silver Beach	20.00	05/03/24
Argentia Beach	0.00	10/07/09	Holden	0.00	05/01/21	Slave Lake	24.50	10/01/01
Bashaw	15.00	04/03/18	Hughenden	10.98	00/07/18	Spirit River	24.00	01/06/18
Beaverlodge	10.00	11/07/13	Innisfree	25.00	08/09/08	St. Albert	18.80	11/05/10
Bentley	0.00	04/04/06	Irma	20.00	04/10/15	Stony Plain	21.00	13/01/01
Berwyn	20.00	04/11/18	Itaska	12.00	04/09/21	Swan Hills	0.00	07/09/12
Bittern Lake	5.00	11/06/03	Jasper Muni	17.10	06/09/01	Sylvan Lake	20.00	04/02/04
Blackfalds	35.00	10/01/01	Jasper Ntl Pk	17.10	06/09/01	Thorsby	10.00	10/12/17
Bon Accord	25.00	04/11/01	Kitscoty	10.00	05/09/15	Tofield	10.00	04/05/04
Breton	12.47	01/06/19	Lacombe	22.00	04/06/02	Vegreville	33.00	04/10/12
Bruderheim	10.00	04/04/20	Lamont	35.00	04/05/10	Vermilion	15.00	04/04/07
Camrose	18.00	12/01/01	Lavoy	16.61	09/10/23	Veteran	3.00	07/09/12
Caroline	20.00	05/10/11	Legal	16.60	06/09/12	Viking	21.51	04/09/26
Chipman	0.00	06/05/12	Lloydminster	25.00	08/02/01	Warburg	10.00	09/01/01
Clive	16.17	04/05/17	Lougheed	15.00	12/09/17	Wembley	25.00	08/07/01
Clyde	9.46	10/05/04	Mannville	20.00	04/11/02	Wetaskiwin	35.00	07/12/17
Cold Lake	13.00	05/11/01	Mayerthorpe	5.00	05/02/18	Whitecourt ***	19.80	13/01/01
Consort	22.00	04/05/07	McLennan	24.00	05/05/19			
Coronation	10.05	09/07/14	Millet	22.00	08/01/01			
Czar	11.84	00/04/27	Minburn	15.00	04/05/04			
Donnelly	30.00	05/09/06	Mirror	12.60	06/07/13			
Drayton Valley***	22.00	04/10/22	Mundare	20.00	04/06/10	<u>Municipalities –</u> <u>Method C</u>		<u>Effective</u> <u>Date</u> <u>yymmdd</u>
Eckville	24.00	04/07/08	Nampa	16.84	04/04/22	Andrew	9.00	99/11/25
Edgerton	15.00	04/04/16	Onoway	5.00	04/06/02	Eaglesham	5.26	05/06/08
Edmonton	32.90	11/01/01	Oyen	30.00	08/01/17	Fort McMurray	8.70	06/07/04
Edson***	20.00	06/04/18	Peace River	24.70	10/10/18	Hythe	8.70	07/02/26
Entwistle	17.32	10/02/22	Point Alison	15.00	07/10/12	Spruce Grove	10.70	12/03/05
Fairview	21.63	04/07/01	Ponoka	17.00	04/08/13			
Falher	15.00	04/06/10	Provost	22.00	13/01/01			
Fox Creek	12.93	01/06/11	Red Deer	34.00	12/01/01			
Ft. Saskatchewan	0.00	04/09/28	Rimbey	24.00	04/03/01			
Gibbons	30.00	05/10/01	Rocky Mtn. House	23.00	11/01/01			
Girouxville	20.00	04/06/10	Rycroft	15.00	04/10/14			
Golden Days	25.00	04/06/15	Ryley	5.00	04/08/06			
Grande Prairie	25.00	06/03/07	Seba Beach	20.00	10/06/03			
Grimshaw	30.00	12/02/15						

*** Includes a \$10,000 maximum annual allowable assessment (Max) on any individual metered account.

Effective February 1, 2013 by AUC Acknowledgement Application No 1609205
This Replaces Rider “B”
Previously Effective September 17, 2012

ATCO GAS AND PIPELINES LTD. – NORTH RIDER “B” TO ALL RATES AND ANY OTHER RIDERS THERETO

This Rider is applicable to Customers resident in municipalities that receive a property tax under the Municipal Government Act or receive payment for specific costs which are not generally incurred by the Company. This Rider is the estimated percentage of gross revenue required to provide for the tax payable or specific cost incurred each year. To the extent that this percentage may be more or less than that required to pay the tax or specific cost, the percentage of gross revenue provided in the Rider will be adjusted on the 1st of February each year.

The percentage is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect with respect to the following municipalities:

<u>Municipalities</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities</u>	<u>%</u>	<u>Effective Date yymmdd</u>
Alberta Beach	4.00	13/02/01	Lavoy	3.50	13/02/01
Argentia Beach	2.10	13/02/01	Legal	6.50	13/02/01
Bashaw	4.50	13/02/01	Lloydminster	2.30	13/02/01
Beaverlodge	4.20	13/02/01	Lougheed	9.90	13/02/01
Bentley	4.20	13/02/01	Mannville	6.70	13/02/01
Berwyn	8.40	13/02/01	Mayerthorpe	6.10	13/02/01
Bittern Lake	16.90	13/02/01	Millet	3.70	13/02/01
Blackfalds	3.40	13/02/01	Minburn	7.00	13/02/01
Bon Accord	6.70	13/02/01	Mundare	6.30	13/02/01
Breton	4.30	13/02/01	Nampa	0.90	13/02/01
Bruderheim	3.90	13/02/01	Norglenwold	0.80	13/02/01
Camrose	3.80	13/02/01	Onoway	9.60	13/02/01
Caroline	3.60	13/02/01	Oyen	3.80	13/02/01
Clive	3.70	13/02/01	Paul Band First Nation	26.30	13/02/01
Clyde	6.80	13/02/01	Point Alison	2.60	13/02/01
Cold Lake	4.10	13/02/01	Ponoka	3.70	13/02/01
Coronation	6.00	13/02/01	Provost	5.30	13/02/01
Edgerton	4.20	13/02/01	Red Deer	3.90	13/02/01
Edmonton	5.10	13/02/01	Rycroft	7.70	13/02/01
Edson	6.70	13/02/01	Ryley	21.60	13/02/01
Entwistle	0.00	13/02/01	Seba Beach	2.00	13/02/01
Falher	7.00	13/02/01	Silver Beach	1.50	13/02/01
Fort McMurray 468 First Nation	6.00	13/02/01	Slave Lake	3.60	13/02/01
Fort Saskatchewan	1.50	13/02/01	Spirit River	8.10	13/02/01
Girouxville	8.60	13/02/01	Stony Plain	2.00	13/02/01
Golden Days	1.60	13/02/01	Stony Plain Indian Reserve	5.80	13/02/01
Grande Prairie	5.00	13/02/01	Swan Hills	5.60	13/02/01
Grimshaw	4.80	13/02/01	Sylvan Lake	2.80	13/02/01
Hardisty	5.60	13/02/01	Thorsby	7.00	13/02/01
Hinton	3.20	13/02/01	Tofield	11.10	13/02/01
Holden	20.80	13/02/01	Vegreville	5.60	13/02/01
Innisfree	9.50	13/02/01	Vermilion	3.50	13/02/01
Irma	6.60	13/02/01	Veteran	10.30	13/02/01
Itaska Beach	1.70	13/02/01	Viking	7.20	13/02/01
Jarvis Bay	1.50	13/02/01	Wabamun	8.20	13/02/01
Jasper Municipality	3.80	13/02/01	Warburg	6.30	13/02/01
Kitscoty	6.80	13/02/01	Wembley	3.00	13/02/01
Lacombe	3.10	13/02/01	Wetaskiwin	6.00	13/02/01
Lakeview	2.50	13/02/01	Whitecourt	3.10	13/02/01
Lamont	5.00	13/02/01	Wood Buffalo (Ft McMurray)	1.90	13/02/01

Effective November 1, 2012 to October 31, 2013 by Decision 2012-282
This Replaces Rider “D”
Previously Effective November 1, 2011

**ATCO GAS AND PIPELINES LTD. – NORTH
ATCO GAS - NORTH
RIDER “D” TO DISTRIBUTION ACCESS SERVICE CUSTOMERS FOR THE
RECOVERY OF
UNACCOUNTED FOR GAS (UFG)**

All Retailer and Default Supply Provider Customers utilizing Distribution Access Service for delivering gas off the ATCO Gas North distribution systems will be assessed a distribution UFG charge of 0.832% at the Point of Delivery. The UFG assessment will be made up “In-Kind” from each Customer Account.

Effective September 1, 2007 by Decision 2007-059
This Replaces Rider "E"
Previously Effective April 1, 2002

**ATCO GAS AND PIPELINES LTD. - NORTH
RIDER "E" TO DELIVERY SERVICE RATES
FOR THE DETERMINATION OF THE "DEEMED VALUE OF NATURAL GAS"
FOR CALCULATION OF MUNICIPAL FRANCHISE FEE PAYABLE**

A Deemed Value of Natural Gas Rate will be applied to the energy delivered to Delivery Service Customers for the determination of municipal franchise fee payable by Customers in municipalities designated as Method "C" municipalities on Rider "A" of these Rate Schedules.

FOR ALL RATES:

The "Deemed Value" is an amount equal to the Gas flow Through Rate specified on the DSP Rider "F".

**ATCO GAS AND PIPELINES LTD. - NORTH
RIDER "L" TO ALL RATES FOR CREDITING OR DEBITING
LOAD BALANCING DEFERRAL ACCOUNT (LBDA) BALANCES**

To be applied to the energy delivered to all Delivery Service Customers as per the schedule below unless otherwise specified by specific contracts or AUC.

Low Use Delivery Rate – April 1, 2013 to May 31, 2013	\$0.413 per GJ Debit
Mid Use Delivery Rate – April 1, 2013 to May 31, 2013	\$0.395 per GJ Debit
High Use Delivery Rate – April 1, 2013 to May 31, 2013	\$0.377 per GJ Debit

Effective March 1, 2013 by Decision 2013-055
This Replaces Rider "T"
Previously Effective May 1, 2012

**ATCO GAS AND PIPELINES LTD. - NORTH
RIDER "T" TRANSMISSION SERVICE CHARGE**

To be applied to Low Use, Mid Use and High Use customers unless otherwise specified by specific contracts or the AUC, effective March 1, 2013.

Low Use Delivery Rate	\$0.572 per GJ
Mid Use Delivery Rate	\$0.534 per GJ
High Use Delivery Rate	\$0.139 per GJ per Day of 24 Hr. Billing Demand

Effective August 1, 2012 by Decision 2012-200
This Replaces Rider “W”
Previously Effective August 1, 2011

**ATCO GAS AND PIPELINES LTD. - NORTH
RIDER “W” WEATHER DEFERRAL ACCOUNT RIDER**

To be applied to Low Use and Mid Use customers unless otherwise specified by specific contracts or the AUC, effective August 1, 2012 to July 31, 2013.

Low Use Delivery Rate	\$0.105 per GJ
Mid Use Delivery Rate	\$0.097 per GJ

Effective April 1, 2013 by Decision 2013-112
This Replaces Low Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - NORTH LOW USE DELIVERY SERVICE

Available to all Customers using 1,200 GJ per year or less, except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge:	\$0.889 per Day
Variable Charge:	\$0.793 per GJ
Load Balancing Deferral Account Rider	Rider "L"
Transmission Service Charge:	Rider "T"
Weather Deferral Account Rider:	Rider "W"

RATE SWITCHING:

A Low Use customer that consumes more than 1,200 GJ of natural gas annually but no more than 8,000 GJ annually for two consecutive years will automatically be switched to the Mid Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective April 1, 2013 by Decision 2013-112
This Replaces Mid Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - NORTH MID USE DELIVERY SERVICE

Available to all Customers using more than 1,200 GJ per year but no more than 8,000 GJ annually, except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge:	\$0.889 per Day
Variable Charge:	\$0.833 per GJ
Load Balancing Deferral Account Rider	Rider "L"
Transmission Service Charge:	Rider "T"
Weather Deferral Account Rider:	Rider "W"

RATE SWITCHING:

A Mid Use customer that consumes less than 1,201 GJ of natural gas annually for two consecutive years will automatically be switched to the Low Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective April 1, 2013 by Decision 2013-112
This Replaces High Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - NORTH HIGH USE DELIVERY SERVICE

Available to all Customers using more than 8,000 GJ per year except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge:	\$5.137 per Day
Variable Charge:	\$0.000 per GJ
Demand Charge:	\$0.168 per GJ per Day of 24 Hr. Billing Demand
Load Balancing Deferral Account Rider	Rider "L"
Transmission Service Charge:	Rider "T"
Customer Service Charge (if Applicable):	As per Schedule D Customer Service Letter Agreement

DETERMINATION OF BILLING DEMAND:

The Billing Demand for each billing period shall be the greatest amount of gas in GJ delivered in any Gas Day (i.e. 8:00 am to 8:00 am) during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any Gas Day in the summer period shall be divided by 2.

Provided that for a Customer who elects to take service only during the summer period, the Billing Demand for each billing period shall be the greatest amount of gas in GJ in any Gas Day in that billing period.

In the first contract year, the Company shall estimate the Billing Demand from information provided by the Customer.

CUSTOM SERVICE CONTRACT DEMAND:

For Customers that have executed a Custom Service Letter Agreement of the form of Schedule D of the Terms and Conditions for Distribution Service Connections, the Billing Demand as noted above will be equal to the Contract Demand as specified in the Custom Service Letter Agreement.

RATE SWITCHING

Once a customer is billed under the High Use rate schedule, they will only be switched back to the Low or Mid Use rate schedule at the request of the customer. Only one switch per year will be allowed, and the effective date for the switch will be determined by ATCO Gas.

Effective September 1, 2007 by Decision 2007-059
This Replaces Rate 8
Previously Effective January 1, 2006

**ATCO GAS AND PIPELINES LTD. - NORTH
EMERGENCY DELIVERY SERVICE**

CHARGES:

AUTHORIZED:

Fixed Charge: \$15.00 per Day

Variable Charge: Variable Charge of Low Use Delivery Service

Gas Cost Recovery: Highest cost of Gas purchased by the DSP on the Day of Sale,
with a minimum price of the DSP Rider "F".

UNAUTHORIZED:

Fixed Charge: \$125.00 per Day

Gas Cost Recovery: Five (5) times the DSP Rider "F", with a minimum price of the
highest cost of Gas purchased by the DSP on the Day of Sale.

Effective September 1, 2007 by Decision 2007-059
This Replaces Rate 9
Previously Effective January 1, 2006

**ATCO GAS AND PIPELINES LTD. - NORTH
UNMETERED GAS LIGHT SERVICE**

Applicable to all Customers with Company installed and approved gas lights.

CHARGES:

Fixed Charge: \$0.090 per Mantle per Day

ATCO GAS AND PIPELINES LTD.

ATCO GAS SOUTH

RATE SCHEDULES

April 1, 2013

Effective April 1, 2013

ATCO GAS AND PIPELINES LTD. - SOUTH RATE SCHEDULES

INDEX

	Page
<u>Conditions</u>	
General Conditions.....	3
<u>Riders</u>	
Rider "A" Municipal Franchise Fee.....	4
Rider "B" Municipal Property Tax and Specific Costs	5
Rider "D" Unaccounted For Gas	6
Rider "E" Deemed Value of Gas	7
Rider "I" Carbon Recovery Rider - Irrigation.....	8
Rider "S" Interim Rider	9
Rider "T" Transmission Service Charge.....	10
<u>Delivery Service Rates</u>	
Low Use Delivery Service.....	11
Mid Use Delivery Service	12
High Use Delivery Service.....	13
Irrigation Delivery Service.....	14
<u>Other Service Rates</u>	
Emergency Delivery Service	15
Unmetered Gas Light Service	16

Effective March 1, 2013 by Decision 2013-035
This Replaces General Conditions
Previously Effective January 1, 2011

ATCO GAS AND PIPELINES LTD. - SOUTH GENERAL CONDITIONS

1. Approval of Alberta Utilities Commission (AUC):

Changes in Rates from time to time are subject to approval by the AUC for the Province of Alberta.

2. Special Contracts:

Unless varied by the AUC, service to Customers under Special Contracts shall be subject to the terms and conditions thereof.

3. Specific Facilities Conditions:

The Rates do not include extra costs incurred by the Company and payable by the Customer for Special Facilities or conditions requested by the Customer at the Point of Delivery.

4. Winter Period - Summer Period:

The winter period is the five calendar months from November 1 to March 31, and the summer period is the seven calendar months from April 1 to October 31.

5. Late Payment Charge:

When accounts are not paid in full on or before the due date within 15 business days of the statement date, the Company will apply a 1% penalty on the amount due. If the payment is not received by the next billing cycle, a 1% penalty will be applied to the balance carried forward (including prior penalties).

6. Terms and Conditions:

The Company's Terms and Conditions for Distribution Service Connections and Distribution Access Service apply to all Customers and form part of these Rate Schedules.

7. DSP Rider F:

The words "DSP Rider "F" " as they appear on the Rate Schedules, shall mean the Default Supply Provider's Regulated Services Gas Cost Flow-Through Rate for ATCO Gas.

Effective January 17, 2013 by AUC Acknowledgement Application No 1609099
This Replaces Rider "A"
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - SOUTH RIDER "A" TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues excluding Rider "G" and the Market Value portion of Rider "H".

Method C. - Applied to gross revenues and Rider "E".

<u>Municipalities – Method A</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities – Method A</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities – Method C</u>	<u>%</u>	<u>Effective Date yymmdd</u>
Acme	20.00	04/03/10	Elnora	16.00	04/05/27	Calgary**	11.11	91/01/01
Airdrie	29.60	07/10/01	Foremost	21.00	04/01/21	Banff Ntl Park	5.25	90/01/01
Banff	31.20	06/03/24	Fort Macleod	12.50	01/10/02	Big Valley	5.26	06/04/25
Barnwell	13.00	01/01/18	Granum	12.00	13/01/01	Glenwood	5.26	94/10/01
Barons	14.97	00/08/21	High River	13.00	04/10/15	Innisfail	5.26	06/12/11
Bassano	25.00	13/01/01	Hill Spring	5.00	10/03/25	Okotoks	5.25	75/09/08
Beiseker	15.00	10/06/14	Hussar	25.00	12/02/17	Picture Butte	6.00	06/09/11
Black Diamond	14.00	00/09/19	Irricana	11.18	99/12/06	Vauxhall	5.50	10/01/19
Bow Island	10.50	03/09/23	Lethbridge	27.00	12/02/15			
Bowden	22.00	07/02/16	Linden	15.23	04/07/09			
Brooks	18.00	04/09/13	Lomond	20.00	05/05/26			
Burdett	12.00	04/09/08	Longview	16.00	01/12/10			
Canmore	22.10	04/05/13	Magrath	15.00	10/01/18			
Carbon	15.07	00/09/18	Milk River	30.00	04/12/14			
Cardston	15.00	07/10/04	Nanton	15.00	12/01/01			
Carmangay	15.00	10/03/02	Nobleford	0.00	06/10/04			
Carstairs	25.00	07/08/01	Olds	30.00	12/01/01			
Champion	15.00	10/03/02	Penhold	18.00	08/07/13			
Claresholm	10.00	05/05/05	Raymond	5.00	08/08/13			
Coaldale	11.30	00/06/12	Rockyford	30.00	12/01/01			
Coalhurst	12.44	00/09/19	Rosemary	14.78	04/01/21			
Cochrane	23.00	05/08/19	Standard	11.34	00/12/13			
Coutts	20.00	08/09/09	Stavely	10.00	10/02/03			
Cowley	13.79	02/08/23	Stirling	5.00	09/07/28			
Cremona	27.00	09/01/01	Strathmore	11.18	10/02/17			
Crossfield	17.00	10/05/07	Taber	20.00	10/05/21			
Crowsnest Pass	25.00	13/01/17	Taber*	35.00	10/05/21			
Delburne	21.60	07/04/10	Trochu	14.20	05/04/08			
Didsbury	25.00	10/01/01	Turner Valley	10.00	04/02/23			
Duchess	12.67	01/05/17	Vulcan	25.00	11/01/08			

* Applied to High Use.

** Exemption available on Rider "E" portion of natural gas feedstock quantities used by an electrical generation plant whose primary fuel source is natural gas, for the commercial sale of electricity or used by a district energy plant for combined heat and power production, if deemed by the City of Calgary to be a qualifying facility.

Effective February 1, 2013 by AUC Acknowledgement Application No 1609206
This Replaces Rider “B”
Previously Effective February 15, 2012

ATCO GAS AND PIPELINES LTD. – SOUTH RIDER “B” TO ALL RATES AND ANY OTHER RIDERS THERETO

This Rider is applicable to Customers resident in municipalities that receive a property tax under the Municipal Government Act or receive payment for specific costs which are not generally incurred by the Company. This Rider is the estimated percentage of gross revenue required to provide for the tax payable or specific cost incurred each year. To the extent that this percentage may be more or less than that required to pay the tax or specific cost, the percentage of gross revenue provided in the Rider will be adjusted on the 1st of February each year.

The percentage is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect with respect to the following municipalities:

<u>Municipalities</u>	<u>%</u>	<u>Effective Date yymmdd</u>	<u>Municipalities</u>	<u>%</u>	<u>Effective Date yymmdd</u>
Ardrie	3.00	13/02/01	Redwood Meadows (Siksika)	9.80	13/02/01
Banff Town	0.10	13/02/01	Rosemary	6.30	13/02/01
Bassano	4.90	13/02/01	Stavely	4.10	13/02/01
Bow Island	6.10	13/02/01	Stirling	3.60	13/02/01
Brooks	5.50	13/02/01	Strathmore	2.70	13/02/01
Canmore	3.10	13/02/01	Taber	4.60	13/02/01
Cardston	4.90	13/02/01	Trochu	6.60	13/02/01
Carmangay	5.10	13/02/01	Turner Valley	6.70	13/02/01
Carstairs	3.90	13/02/01	Vulcan	5.10	13/02/01
Champion	6.10	13/02/01			
Chestermere	3.20	13/02/01			
Claresholm	6.70	13/02/01			
Coaldale	3.50	13/02/01			
Coutts	6.60	13/02/01			
Crowsnest Pass	5.50	13/02/01			
Didsbury	3.30	13/02/01			
Duchess	4.20	13/02/01			
Elnora	3.60	13/02/01			
Foremost	4.50	13/02/01			
Fort Macleod	7.10	13/02/01			
Granum	7.60	13/02/01			
Hill Spring	12.90	13/02/01			
Lethbridge	6.50	13/02/01			
Linden	7.40	13/02/01			
Lomond	5.30	13/02/01			
Milk River	8.20	13/02/01			
Nanton	4.60	13/02/01			
Nobleford	0.80	13/02/01			
Olds	2.80	13/02/01			
Penhold	4.40	13/02/01			
Raymond	5.40	13/02/01			

Effective November 1, 2012 to October 31, 2013 by Decision 2012-282
This Replaces Rider “D”
Previously Effective November 1, 2011

ATCO GAS AND PIPELINES LTD. - SOUTH
ATCO GAS – SOUTH
RIDER “D” TO DISTRIBUTION ACCESS SERVICE CUSTOMERS FOR THE
RECOVER OF
UNACCOUNTED FOR GAS (UFG)

All Retailer and Default Supply Provider Customers utilizing Distribution Access Service for delivering gas off the ATCO Gas South distribution system will be assessed a distribution UFG charge of 1.171% at the Point of Delivery. The UFG assessment will be made up “In-Kind” from each Customer Account.

Effective September 1, 2007 by Decision 2007-059
This Replaces Rider "E"
Previously Effective May 4, 2004

**ATCO GAS AND PIPELINES LTD. - SOUTH
RIDER "E" TO DELIVERY SERVICE RATES
FOR THE DETERMINATION OF THE "DEEMED VALUE OF NATURAL GAS"
FOR CALCULATION OF MUNICIPAL FRANCHISE FEE PAYABLE**

A Deemed Value of Natural Gas Rate will be applied to the energy delivered to Delivery Service Customers for the determination of municipal franchise fee payable by Customers in municipalities designated as Method "C" municipalities on Rider "A" of these Rate Schedules.

FOR ALL RATES:

The "Deemed Value" is an amount equal to the Gas Cost flow Through Rate specified on the DSP Rider "F".

Effective December 1, 2012 by Decision 2012-309 (Errata)

**ATCO GAS AND PIPELINES LTD. - SOUTH
RIDER "1" TO IRRIGATION DELIVERY SERVICE RATES
FOR RECOVERY OF CARBON RELATED COSTS**

To be applied to the energy delivered to Irrigation Delivery Service customers unless otherwise specified by specific contract or the AUC, effective June 1, 2013 to September 30, 2013.

Carbon Irrigation Recovery Rider (CIRR): \$0.955 per GJ

Effective December 1, 2012 by Decision 2012-309 (Errata)

**ATCO GAS AND PIPELINES LTD. - SOUTH
RIDER "S" INTERIM RIDER**

To be applied to the Fixed Charge and Variable Charge to Irrigation Delivery Service customers unless otherwise specified by specific contract or the AUC, effective June 1, 2013 to June 30, 2013.

For Irrigation Delivery Service Rates the amount for June 1, 2013 to June 30, 2013 is equal to 19.65% credit based on rates in effective December 1, 2012.

Effective March 1, 2013 by Decision 2013-055
This Replaces Rider "T"
Previously Effective May 1, 2012

**ATCO GAS AND PIPELINES LTD. - SOUTH
RIDER "T" TRANSMISSION SERVICE CHARGE**

To be applied to the Low Use, Mid Use and High Use customers unless otherwise specified by specific contracts or AUC, effective March 1, 2013.

Low Use Delivery Rate	\$0.528 per GJ
Mid Use Delivery Rate	\$0.488 per GJ
High Use Delivery Rate	\$0.128 per Day per GJ of 24 Hr. Billing Demand

Effective April 1, 2013 by Decision 2013-112
This Replaces Low Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. – SOUTH LOW USE DELIVERY SERVICE

Available to all customers using 1,200 GJ per year or less, except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge: \$0.768 per Day

Variable Charge: \$0.703 per GJ

Transmission Service Charge: Rider "T"

RATE SWITCHING:

A Low Use customer that consumes more than 1,200 GJ of natural gas annually but no more than 8,000 GJ annually for two consecutive years will automatically be switched to the Mid Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective April 1, 2013 by Decision 2013-112
This Replaces Mid Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. – SOUTH MID USE DELIVERY SERVICE

Available to all customers using more than 1,200 GJ per year but no more than 8,000 GJ annually, except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge: \$0.768 per Day

Variable Charge: \$0.682 per GJ

Transmission Service Charge: Rider "T"

RATE SWITCHING:

A Mid Use customer that consumes less than 1,201 GJ of natural gas annually for two consecutive years will automatically be switched to the Low Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective April 1, 2013 by Decision 2013-112
This Replaces High Use Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - SOUTH HIGH USE DELIVERY SERVICE

Available to all customers using more than 8,000 GJ per year except those customers who utilize the Company's facilities for emergency service only.

CHARGES:

Fixed Charge:	\$4.588 per Day
Variable Charge:	\$0.00 per GJ
Demand Charge:	\$0.143 per Day per GJ of 24 Hr. Billing Demand
Transmission Service Charge:	Rider "T"
Customer Service Charge (if Applicable):	As per Schedule D Customer Service Letter Agreement

DETERMINATION OF BILLING DEMAND:

The Billing Demand for each billing period shall be the greatest amount of gas in GJ delivered in any Gas Day (i.e. 8:00 am to 8:00 am) during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any Gas Day in the summer period shall be divided by 2.

Provided that for a Customer who elects to take service only during the summer period, the Billing Demand for each billing period shall be the greatest amount of gas in GJ in any Gas Day in that billing period.

In the first contract year, the Company shall estimate the Billing Demand from information provided by the Customer.

CUSTOM SERVICE CONTRACT DEMAND:

For Customers that have executed a Custom Service Letter Agreement of the form of Schedule D of the Terms and Conditions for Distribution Service Connections, the Billing Demand as noted above will be equal to the Contract Demand as specified in the Custom Service Letter Agreement.

RATE SWITCHING

Once a customer is billed under the High Use rate schedule, they will only be switched back to the Low or Mid Use rate schedule at the request of the customer. Only one switch per year will be allowed, and the effective date for the switch will be determined by ATCO Gas.

Effective April 1, 2013 by Decision 2013-112
This Replaces Irrigation Delivery Service
Previously Effective January 1, 2013

ATCO GAS AND PIPELINES LTD. - SOUTH IRRIGATION DELIVERY SERVICE

Available to all customers who use natural gas as a fuel for engines pumping irrigation water between
April 1 and October 31.

CHARGES:

Fixed Charge: \$1.183 per Day

Variable Charge: \$1.234 per GJ

CIRR: Rider "I"

Interim Rider: Rider "S"

Effective September 1, 2007 by Decision 2007-059
This Replaces Rate 7
Previously Effective January 1, 2006

ATCO GAS AND PIPELINES LTD. - SOUTH EMERGENCY DELIVERY SERVICE

CHARGES:

AUTHORIZED:

Fixed Charge: \$15.00 per Day

Variable Charge: Variable Charge of Low Use Delivery Service

Gas Cost Recovery: Highest cost of Gas purchased by the DSP on the Day of Sale,
with a minimum price of the DSP Rider "F".

UNAUTHORIZED:

Fixed Charge: \$125.00 per Day

Gas Cost Recovery: Five (5) times the DSP Rider "F", with a minimum price of the
highest cost of Gas purchased by the DSP on the Day of Sale.

Effective September 1, 2007 by Decision 2007-059
This Replaces Rate 8
Previously Effective January 1, 2006

**ATCO GAS AND PIPELINES LTD. - SOUTH
UNMETERED GAS LIGHT SERVICE**

Applicable to all Customers with Company installed and approved gas lights.

Fixed Charge: \$0.090 per Mantle per Day



**TERMS AND CONDITIONS
FOR
DISTRIBUTION ACCESS SERVICE**

AUC Decision: 2013-112

Effective: April 1, 2013



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	7
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	8
2.1 Definitions	8
2.2 Conflicts	16
2.3 Headings	16
2.4 Schedules and Appendices	16
ARTICLE 3 – GENERAL PROVISIONS.....	16
3.1 AUC Approval.....	16
3.2 Gas Distribution Tariff.....	17
3.3 Effective Date	17
3.4 Application of Terms and Conditions	17
3.5 Retailer Guide	18
3.6 Ownership of Gas Pipeline System	18
3.7 New Gas Pipeline System, Specific Facilities and Service Additions	18
3.8 Title or Interest in Gas	19
3.9 Exclusive Control of Gas	19
3.10 Routing and Facilities	19
3.11 Commingling or Exchange.....	19
3.12 Right to Transport.....	20
ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS, DEFAULT SUPPLY PROVIDER.....	20
4.1 Timeliness, Due Diligence and Security Requirements.....	20
4.2 Arrangements with Customers	20
4.3 Responsibility for Gas Purchases	20
4.4 Retailer Authorization	21
4.5 Retailer and DSP Identification.....	21



4.6	Single Retailer/DSP for Customer	21
4.7	Fees and Other Charges	21
ARTICLE 5 – CUSTOMER INQUIRIES AND CUSTOMER INFORMATION.....		21
5.1	Customer Inquiries	21
5.2	Customer Inquiries Related to Emergency Situations and Outages.....	22
5.3	Customer Information	22
5.3.1	Provision of Customer Usage Information to a Retailer/DSP	22
5.3.2	Provision of Customer Information to the Company	22
5.3.3	Provision of Customer Information to a Retailer/DSP.....	23
ARTICLE 6 – PROVISION OF SERVICE		23
6.1	Qualification for Service.....	23
6.1.1	Qualification for Service	23
6.1.2	Provision of Distribution Access Service.....	24
6.2	Application for Site Enrollment.....	25
ARTICLE 7 – BILLING & PAYMENT		26
7.1	Retail/DSP Billing	26
7.2	Payment and Collection Terms	27
7.3	Late or Unpaid Bills	28
7.4	Adjustment of Bills.....	29
7.4.1	Billing Error	29
7.4.2	Unauthorized Use	29
ARTICLE 8 – DISTRIBUTION ACCESS SERVICE INTERRUPTION		30
8.1	Continuous Supply	30
8.2	Interruption	30
8.3	Reasonable Efforts.....	30
ARTICLE 9 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE		31
9.1	Discontinuance by the Retailer	31



9.2	Discontinuance by the Company	32
9.2.1	Discontinuance of DSP	32
9.2.2	Discontinuance of Retailer	32
9.2.3	Notice of Discontinuance.....	32

ARTICLE 10 – SERVICE DISCONNECTS AND REINSTATEMENT 33

10.1	Disconnection of Service	33
10.1.1	Disconnection by the Company.....	33
10.1.2	Disconnection at Request of Retailer/DSP	33
10.2	Reinstate Service	34

ARTICLE 11 – PRUDENTIAL REQUIREMENTS..... 35

11.1	Setting of Prudential Requirements	35
11.2	Maintaining Prudential Requirements	36
11.3	Confidentiality.....	38
11.4	Costs.....	38
11.5	Interest on Security Deposits.....	39

ARTICLE 12 – METERING..... 39

12.1	Provision and Ownership.....	39
12.2	Meter Reading.....	39
12.3	Changes to Metering Equipment	39
12.4	Meter Test and Adjustments.....	42

ARTICLE 13 – ACCOUNT BALANCING 43

13.1	Retailer/DSP Account.....	43
13.2	Exchange of Gas.....	43
13.3	Daily Retailer/DSP Account Balance	43
13.4	Retailer/DSP Account Monitoring Rules	44
13.5	Termination of Retailer Service	48
13.6	Request for Additional Information.....	48
13.7	Liability	49



ARTICLE 14 – DEFAULT	49
14.1 Events of Default	49
14.2 Rights Upon Default	50
14.3 Recourse to Security Upon Retailer Default	50
14.4 Termination on Default	50
ARTICLE 15 – IMPAIRED DELIVERIES	51
15.1 Impaired Deliveries.....	51
ARTICLE 16 – LIABILITY AND INDEMNITY	52
16.1 Indemnity.....	52
16.2 Consequential Loss.....	54
ARTICLE 17 – FORCE MAJEURE.....	55
17.1 Force Majeure Relief	55
17.2 Exclusions	55
17.3 Notice.....	55
17.4 Obligation to Remedy.....	55
17.5 Strikes and Lockouts	56
ARTICLE 18 – DISPUTE RESOLUTION.....	56
18.1 Resolution by Company and Retailer/DSP	56
18.2 Resolution by Arbitration	56
18.3 Arbitrators.....	56
18.4 Failure to Concur.....	57
18.5 Refusal to Appoint an Arbitrator.....	57
18.6 Failure to Appoint a Third Arbitrator.....	57
18.7 Technical Competence.....	57
18.8 Compensation of Arbitrators	58
18.9 Application of the Arbitration Act (Alberta)	58
18.10 Decisions Binding.....	58
18.11 Continuity of Service.....	58



ARTICLE 19 – MISCELLANEOUS	58
19.1 Compliance with Applicable Legal Authorities.....	58
19.2 No Assignment	59
19.3 No Waiver	59
19.4 Law	60
ARTICLE 20 – NOTICE	60
SCHEDULE A – DISTRIBUTION ACCESS SERVICE AGREEMENT	61
SCHEDULE B – DISCONNECT CUSTOMER SITE.....	67
SCHEDULE C – NON-DISCRETIONARY CHARGES	69
SCHEDULE D – IMBALANCE PURCHASE/SALE CHARGES	72



ARTICLE 1 – PREAMBLE

In accordance with the provisions of the Gas Utilities Act ("GUA") and the Regulations made thereunder ("Regulations"), ATCO Gas an operating division of ATCO Gas and Pipelines Ltd. ("ATCO Gas") will, for certain Customers, act solely as a Gas Distribution Service provider and will not be responsible for providing Gas directly to Customers or for billing delivery charges to Customers. In its role as a Gas Distribution Service provider, ATCO Gas will enable Retailers and the Default Supply Provider ("DSP") to acquire access to its Gas Pipeline System for the purposes of allowing them to sell Gas directly to Customers. A Customer may also act as a Self-Retailer by carrying out retailer functions to obtain Gas Services solely for its own use.

These Terms and Conditions are intended to apply to the relationship between ATCO Gas, as a Gas Distribution Service provider and all Retailers, the DSP, or any party who will be acting as an Agent on behalf of the Retailer/DSP for transactions governed by these Terms and Conditions. These Terms and Conditions will also govern the relationship between ATCO Gas and Customer(s) for whom the Retailer/DSP or any other party is acting as an Agent in its dealings with ATCO Gas. These Terms and Conditions serve as a companion to the Terms and Conditions for Distribution Service Connections which are intended to govern the relationship between ATCO Gas and Customer(s), or any other person whom the Customer has assigned to act on its behalf in its dealings with ATCO Gas, regarding the provision of Gas Distribution Service on its Gas Pipeline System.

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

The service provided by ATCO Gas 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 Gas 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, the Company's Natural Gas Rate Schedules, Company's Retailer Guide or a Distribution Access Service Agreement, shall have the meanings set forth below:

"Account" means a record maintained by ATCO Gas which contains receipts, deliveries, Rider D, Imbalance Purchase and Imbalance Sale, and adjustments applicable to each Retailer/DSP providing Gas Services to Customers on the Gas Pipeline System;

"Account Balancing" means the process of managing Gas receipts and/or deliveries in an Account in order to keep the difference, net of adjustments, within the tolerance specified by the Imbalance Window;

"Account on the Transmission System" means the account held by the Company on NOVA Gas Transmission Ltd.

"Act" means the *Gas Utilities Act, R.S.A. 2000, c.G-5*, as amended from time to time;

"Agency Appointment Agreement" means an agreement between a Retailer/Self-Retailer or DSP and another party wherein the other party is appointed as Agent for that Retailer/Self-Retailer, or DSP;

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

"AUC" means the Alberta Utilities Commission established under the *Alberta Utilities Commission Act, S.A. 2007, c.A-37.2*, as amended from time to time;

"Backcast" means an estimate of Customer Load prepared for the current Gas Day as described in the Retailer Guide;

"Business Day" is any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act, R.S.A. 2000, c.1-8*, as amended from time to time;



"Company" means ATCO Gas, an operating division of ATCO Gas and Pipelines Ltd. or its successor;

"Customer" means a person, firm, partnership, corporation, organization or association (including without limitation, individual members of any unincorporated entity) who consumes Gas in end-use at its location and is connected to the Company Gas Pipeline System;

"Customer Billing Information" means the information required to be included on the Customer's bill issued by the Retailer/DSP as required by the Natural Gas Billing Regulation, A.R. 185/2003, or Default Gas Supply Regulation, A.R. 184/2003 respectively, as amended from time to time, and provided by the Company;

"Customer Information" means the data specified in the Natural Gas Settlement System Code and includes without limitation Site Customer name, Site Customer telephone number, Site Customer mailing address, Site Contact name, Site Contact phone number, site owner and alternate contact information and other safety related information required to provide safe Gas Distribution Service to Customers;

"Customer Usage Information" means information regarding the historical Gas consumption as specified in AUC Rule 10.

"Day" means a period of twenty-four (24) consecutive hours;

"Default Supply Provider" or "DSP" means a Gas Distributor or a person authorized by a Gas Distributor, who provides Gas Services to Customers under rates, tolls or charges fixed by the AUC and terms or conditions fixed by the AUC;

"Distribution Access Service" means the service required to transport Gas to Customer(s) by means of a Gas distribution system. This service enables a Customer to obtain Gas supply service through Self-Retailing, from a Retailer or the DSP and is governed by these Terms and Conditions;



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

"Fair Trading Act" means the *Fair Trading Act, R.S.A. 2000, c.F-2*, as amended from time to time;

"Final Monthly Settlement" means the last Gas Settlement performed for a Retailer/DSP's Sites(s) for a Month, as described in the Natural Gas Settlement System Code;

"Forecast" means an estimate of Customer Load prepared for the current or next Gas Day and includes forecast F1, F2, and F3 as described in the Retailer Guide;

"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 gas 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;

"Gas" means all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

"Gas Day" means a Day beginning at eight hours (08:00), Mountain Standard Time;



"*Gas Distribution Service*" means the service required to transport Gas to Customers by means of a Gas Pipeline System, and includes any services the Gas Distributor is required to provide by the AUC or is required to provide under the *Act* or Regulations made thereunder;

"*Gas Distributor*" means the owner, operator, manager or lessee of a gas distribution system as defined in the *Act*;

"*Gas Distribution Tariff*" means the rates, tolls or charges fixed by the AUC and the terms and conditions fixed by the AUC, for Gas Distribution Service;

"*Gas Pipeline System*" means all those facilities owned or used by the Company in the receipt, delivery, transportation, measurement and testing of Gas, (including, without limitation, transmission and distribution lines, regulators, meters, equipment and machinery);

"*Gas Services*" as defined in the *Act* means:

- (i) the Gas that is provided and delivered, and
- (ii) the services associated with the provision and delivery of the Gas, including:
 - (A) arranging for the exchange or purchase of the Gas,
 - (B) making financial arrangements to manage the financial risk associated with the price of Gas,
 - (C) arranging for Gas Distribution Service,
 - (D) arranging for delivery of Gas to the gas distributor's specified Point(s) of Receipt,
 - (E) storage,
 - (F) billing, collection and responding to customer billing inquiries,
 - (G) maintaining information systems, and
 - (H) any other services specified by the Minister by order as Gas Services;



"Gas Settlement" means any or all of Initial Monthly Settlement, Interim Monthly Settlement and/or Final Monthly Settlement as defined in the Natural Gas Settlement System Code;

"GJ" means gigajoules or one billion (1 000 000 000) joules;

"Gross Heating Value" means the number of megajoules obtained from the combustion of a cubic metre of gas at a temperature of fifteen degrees Celsius (15°C), with the gas free of water vapor, and at a pressure of 101.325 kPa absolute and with the products of combustion cooled to the initial temperature of the gas and the water formed by the combustion condensed to the liquid state;

"Imbalance" means the difference between energy quantities of Gas received and Gas delivered, net of adjustments, in an Account each Gas Day;

"Imbalance Window" means a range of Imbalances within which an Account is considered to be in balance without action being taken to adjust receipts into or deliveries from that Account;

"Imbalance Purchase/Sale" means the removal from, by Imbalance Purchase, or addition to, by Imbalance Sale the daily Account Imbalance energy quantity outside the nearest Account daily Imbalance Window boundary, as the case may be, in a Retailer/DSP Account by ATCO Gas which will be settled financially;

"Intercontinental Exchange" means Intercontinental Exchange, Inc., an electronic trading platform that may be used by market participants for transactions related to, among others, natural gas energy purchase or sale;

"J" or "joule" means the amount of work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force;

"kPa" means kilopascals of pressure gauge unless otherwise specified;

"Load" means the amount of natural Gas delivered or required to be delivered at any specific point or points in the Gas Pipeline System;



"LBDA" means the Company's load balancing deferral account that is used to record certain revenues and expenses associated with load balancing the Gas Pipeline System, including without limitation balancing purchase/sales and Imbalance Purchase/Sales;

"Month" means a period beginning at eight hours (08:00), Mountain Standard Time, on the first day of a calendar month and ending at eight hours (08:00), Mountain Standard Time, on the first day of the next succeeding calendar month;

"NGX" means Natural Gas Exchange Inc., an exchange for the trading and clearing of natural gas and electricity contracts that operates in a North American Technology and Physical Clearing Alliance with Intercontinental Exchange, Inc.;

"Natural Gas Service Agreement" means an agreement for the provision of a Service Connection pursuant to the Terms and Conditions for Distribution Service Connection, between the Company and a Customer;

"NGSSC" means the Natural Gas Settlement System Code that governs the standards for determining and communicating retail natural gas consumption for the purpose of load settlement;

"Nomination" means a request in electronic or other written or verbal form for Gas to flow at a Point of Receipt, a Point of Delivery or for receipt into or delivery out of an Account at a specified quantity on a specified date(s);

"Point of Delivery" for service by the Company to the Customer, means, unless otherwise specified in a Natural Gas Service Agreement, the outlet side of a meter;

"Point of Receipt" means the point on Company's system at which Retailer/DSP delivers Gas to the Gas Pipeline System under the Distribution Access Service Agreement. For clarity, this is usually indicated by Company's acceptance of a receipt Nomination into the Retailer/DSP's Account;

"R3 Regulation" means the *Roles, Relationships and Responsibilities Regulation, A.R. 186/2003*, as amended from time to time;



"Rate Schedule" means the natural gas rate schedule prepared by the Company and approved by the AUC, as amended from time to time;

"Retailer" means a person who sells or provides retail Gas Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under these Terms and Conditions and includes Self-Retailers;

"Retailer Business Function Identification" means the 2 character identification that describes the Retailer's/DSP's business function as a Retailer or a DSP as is specified in the Company's Retailer Guide.

"Retailer/DSP Account" means an Account held by a Retailer or the DSP;

"Retailer Guide" means the guide prepared by the Company which describes the business processes between the Company and the Retailer/DSP in relation to the provision of service under these Terms and Conditions and the NGSSC;

"Retailer Identification" means the 9 digit number that uniquely represents each Retailer/DSP operating within Alberta;

"Retailer of Record" means the Retailer or DSP who is listed in the Company's records through the procedures outlined in these Terms and Conditions, Gas Settlement System Code and Retailer Guide and thereby recognized by the Company, as a particular Customer's Retailer or DSP for a Point of Delivery at a particular time;

"Rider D" means a rate rider, expressed as a percentage, approved by the AUC applicable to Retailer/DSP Accounts for the recovery in kind of Unaccounted For Gas;

"Same Day Market" means the intra-Alberta natural gas market that is generally available during trading hours on a calendar Day for transactions applicable to the Gas Day commencing on the same calendar Day;

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



"Service Connection" shall have the meaning ascribed thereto in Company's Terms and Conditions for Distribution Service Connections;

"Single Family 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;

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

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

"Specific Facilities" means those facilities installed by the Company for the benefit of a particular Customer/Retailer/DSP which are connected to the Gas Pipeline System and are required to transport Gas;

"Tariff Bill File" means a physical electronic file containing site-specific tariff charges, usage and demand information for given tariff bill periods; it may also contain applicable site-specific one time charges. The tariff bill file rules are contained in AUC Rule 004 Alberta Tariff Billing Code;

"Transmission System" means all those facilities owned or operated by ATCO Pipelines and NOVA Gas Transmission Ltd. in the receipt, delivery, transportation, measurement and testing of Gas (including, without limitation, transmission lines, regulators, meters, equipment and machinery);

"Unaccounted For Gas" means Retailer's and DSP's share of Company's unaccounted for Gas, as specified in rate Rider D of the Company's Rate Schedule;



"Yesterday Market" means the intra-Alberta natural gas market that is generally available during trading hours on a calendar Day for transactions applicable to the Gas Day commencing on the previous calendar Day;

2.2 Conflicts

- (a) If there is any conflict between a provision expressly set out in an Order of the AUC and these Terms and Conditions, the Order of the AUC 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 Distribution Access 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 Articles, 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 - Distribution Access Service Agreement
- Schedule B - Disconnect Customer Site
- Schedule C - Non-Discretionary Charges
- Schedule D - Imbalance Purchase/Sales Charges

ARTICLE 3 – GENERAL PROVISIONS

3.1 AUC Approval

These Terms and Conditions have been approved by the AUC. The Company may amend these Terms and Conditions by filing a notice of amendment with the AUC.



Included in the notice to the AUC shall be notification of which Retailers/DSP are affected by the amendment and an explanation of how affected Retailers/DSP will be notified of the amendments. Any amendment to the Terms and Conditions will take effect 60 days after such notice is filed, unless the AUC otherwise directs.

3.2 Gas Distribution Tariff

The Gas Distribution Tariff is available for public inspection during normal business hours at the business offices of the Company and at the offices of the AUC and can be accessed at ATCO Gas's website at: **www.atcogas.com**. These Terms and Conditions form part of the Gas Distribution Tariff.

3.3 Effective Date

These Terms and Conditions come into force as per the Effective Date shown on the cover page. Whenever the Company files notice of an amendment to these Terms and Conditions, or when the AUC approves an amendment to these Terms and Conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

3.4 Application of Terms and Conditions

- (a) These Terms and Conditions, as amended from time to time, apply to the Company, to each Retailer and DSP. These Terms and Conditions also govern the relationship between the Company and Customer(s) for whom the Retailer/DSP is acting as an Agent in its dealings with the Company.
- (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 AUC.



3.5 Retailer Guide

The Company has developed the Retailer Guide to help Retailers/DSP and Customers understand the normal practices of the Company. The Retailer Guide is available on the Company website at www.atcogas.com. The Retailer Guide will be updated, from time to time, to reflect changes to the Gas utility industry, or the changing needs of the Retailers, DSP or Customers. The Company is committed to follow practices in the Retailer Guide. However, as these practices cannot cover every situation that arises, it may be necessary to deviate from the Retailer Guide in certain circumstances.

3.6 Ownership of Gas Pipeline System

- (a) The Company remains the owner of all segments of the Gas Pipeline System, unless an agreement between the Company and the Retailer, DSP, or Customer specifically provides otherwise.
- (b) Payment made by Retailers/DSP or Customers for costs incurred by the Company in installing any segment of the Gas Pipeline System does not entitle Retailers/DSP or Customers to ownership of any such segment, unless an agreement between the Company and the Retailer, DSP or Customer specifically provides otherwise.

3.7 New Gas Pipeline System Segments, Specific 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 Gas Pipeline System segments, Specific Facilities or additional services as provided for in the *Natural Gas Billing Regulation, A.R. 185/2003*, 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 Terms and Conditions for Distribution Service Connections.



3.8 Title or Interest in Gas

The Company shall not acquire any title or interest in the Gas being transported under the Distribution Access Service Agreement.

3.9 Exclusive Control of Gas

Gas delivered to the Company by Retailer or DSP for transportation shall be under the exclusive control of the Company from the time such Gas is accepted for transportation at the Point of Receipt until delivered at the Point of Delivery.

3.10 Routing and Facilities

The Company does not dedicate the Gas Pipeline System or Specific Facilities to transport Gas for Retailers or DSP, and accordingly the routing and facilities used in the transportation of Gas through the Gas Pipeline System for Retailers and DSP shall be at the Company's sole discretion and may change from time to time.

3.11 Commingling or Exchange

The Company may in the course of transporting Gas through the Gas Pipeline System commingle with or exchange Gas owned by or transported for others, or remove certain hydrocarbon components present in the Gas. As commingling, exchanging, or the removal of certain hydrocarbon components may alter the Gross Heating Value or constituent parts of the Gas between the Point of Receipt and the Point of Delivery, the Company shall not be required to deliver at the Point of Delivery Gas with the same Gross Heating Value or containing the same constituent parts as Gas delivered at the Point of Receipt and the Company shall make whatever compensating adjustments to volume and Gross Heating Value as may be warranted. In the event, and to the extent, that any hydrocarbon components in the Gas delivered at the Point of Receipt are absent from the Gas delivered at the Point of Delivery as the result of commingling, exchanging or removal of such hydrocarbon components in the course of transporting the Gas, title to such hydrocarbon components shall, notwithstanding anything to the contrary otherwise contained in the Distribution Access Service Agreement, be deemed conclusively to have passed to the Company.



3.12 Right to Transport

Retailer/DSP covenants with the Company that Retailer/DSP shall have the right to transport all Gas delivered under the Distribution Access Service Agreement to Company at the Point of Receipt.

ARTICLE 4 – GENERAL OBLIGATIONS OF RETAILERS, DEFAULT SUPPLY PROVIDER

4.1 Timeliness, Due Diligence and Security Requirements

- (a) The Retailer/DSP 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/DSP 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 Gas Purchases

The Retailer/DSP will be solely responsible for the purchase of Gas supply for the Customer(s) it provides Gas Services to and for arranging the delivery of such Gas to the Point of Delivery for the Customer(s), 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 Distribution Access Service by such Retailer.

4.5 Retailer and DSP Identification

Any information exchange or communications between the Retailer or DSP and the Company under these Terms and Conditions shall employ Retailer Identification.

4.6 Single Retailer/DSP for Customer

The Company shall not be required to recognize and deal with more than one Retailer and/or DSP in respect of a Point of Delivery at any given time. Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple Retailers and/or DSP for a Point of Delivery, provided that a single Retailer/DSP is designated to be the Customer's Retailer/DSP 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 Gas Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by the Company to a Retailer/DSP or Customer where applicable will be charged a separate rate or fee, such as those included, without limitation, in Schedule C. 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 about retailer choice, the Company shall:



-
- (a) make available notification and informational materials to consumers about competition and consumer choices;
 - (b) direct Customers to an external source where they may obtain information about consumer choice. The Company is under no obligation to assure the accuracy of this information.

5.2 Customer Inquiries Related to Emergency Situations and Outages

Retailers/DSP shall make every effort to ensure Customers contacting the Retailer/DSP 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/DSP, to test or audit the response time of the Retailer/DSP. The Company will communicate any unacceptable patterns to the Retailer/DSP to be corrected.

5.3 Customer Information

5.3.1 Provision of Customer Usage Information to a Retailer/DSP

The provision of Customer Usage Information to a Retailer/DSP will be as specified in AUC Rule 10.

5.3.2 Provision of Customer Information to the Company

The Retailer/DSP must notify the Company as promptly as reasonably practical of any changes to Customer Information, as the Company relies on this information to reasonably perform its Gas Distribution Service obligations to Customers. Such information shall be provided in a form that is compliant with the NGSSC and the Retailer Guide. 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/DSP's failure to provide up-to-date and accurate Customer Information to the Company. The Company reserves the right to assess a charge for additional processing work undertaken by the Company as a result of inaccurate Customer Information provided by the Retailer/DSP, as set forth in Schedule C hereof.



5.3.3 *Provision of Customer Information to the Retailer*

The Company will notify the Retailer/DSP of customer information and/or activities in situations where it is known or suspected that the customer is vulnerable or where the Company and/or the Retailer/DSP are being adversely affected by the customer's actions.

ARTICLE 6 – PROVISION OF SERVICE

6.1 Qualification for Service

6.1.1 Qualification for Service

The Retailer/DSP must fulfill the following requirements to the satisfaction of the Company before the Company will provide Distribution Access Service to that Retailer/DSP:

- (a) submit to the Company a fully completed, executed Distribution Access Service Agreement (Schedule A) and a Retailer of Record and Credit Application Form as set out in the Retailer Guide;
- (b)
 - (1) for Retailers, providing Gas Services to Customers whose annual consumption is less than or equal to 2500 GJ of gas per year, 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 Fair Trading Act, and any regulations or policies made thereunder;
 - (2) for Retailers providing Gas Service to Customers whose annual consumption is greater than 2500 GJ of gas per year, warrant in writing to the Company that it will comply with the provisions of the Fair Trading Act, and any regulations or policies made thereunder.
- (c) the Retailer (excluding the DSP) 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 Retailer Guide;
 - (e) meet the compliance testing protocol of the Company in respect of information exchange, which protocol is set forth in the Retailer Guide;
 - (f) meet any other requirements that the Company, acting reasonably, may impose in order to provide Distribution Access Service hereunder. If the Company determines that additional requirements must be satisfied in order to qualify for Distribution Access Service, the following process will apply:
 - (1) where the Company is confronted with a situation which the Company, in its sole discretion, considers would materially alter the risk to the Company, or where the Company must impose additional requirements in order to comply with applicable legislation, the Company may implement the additional requirement and then apply to the AUC for approval of same; or,
 - (2) where the Company is not confronted with the circumstances outlined in (1), above, the Company shall apply to the AUC for approval of the proposed additional requirement prior to implementing same.

6.1.2 Provision of Distribution Access Service

Upon satisfaction of the above requirements and ability of Retailer to meet processes specified in the Retailer Guide, the Company will provide Distribution Access Service to the Retailer/DSP, subject to these Terms and Conditions. Subject to complying with all applicable laws, and the directions or requirements of any of those mentioned above, the Company reserves the right upon giving the Retailer/DSP ten (10) Business Days notice, acting reasonably, to discontinue Distribution Access Service to the Retailer/DSP if at any time the Retailer/DSP no longer fulfills the above requirements, subject to the provisions of Article 7.3, Article 11.2(d), Article 13 and Article 14.1(d) herein.



6.2 Application for Site Enrollment

- (a) In order to initiate the provision of Distribution Access Service by the Company, the Retailer/DSP shall complete and provide to the Company an enrollment for Distribution Access Service in the form and manner set out in the NGSSC. The Retailer/DSP shall provide updated Customer Information with each enrollment.
- (b) The Company will, subject to the Retailer/DSP meeting the provisions of these Terms and Conditions and in compliance with the NGSSC, accept an enrollment by a Retailer/DSP for provision of Distribution Access 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/DSP in the form and manner set out in the NGSSC, the Company will recognize the Retailer/DSP 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 DSP at the end of business day. Each enrollment will be time and date-stamped when received by the Company.
- (e) Enrollments will be accepted by Company from a Retailer/DSP on a daily basis. Once the enrollment is accepted or rejected, the Company will provide the Retailer/DSP, in electronic form, a status notification. If an enrollment is accepted, the effective date of the acceptance and the commencement of Distribution Access Service will be in accordance with the NGSSC and will be confirmed in the response to the Retailer/DSP. If an enrollment is rejected, the Company will provide reasons for the rejection in accordance with the NGSSC.
- (f) In accordance with Article 12 of these Terms and Conditions, the Company will obtain meter reads from time to time. The Company does not obtain a company meter reading at the time of enrollment; the Company will estimate a meter read. At the request of the Retailer/DSP, the Company shall obtain an actual off-cycle



meter read and assess a charge to the Retailer/DSP as set forth in Schedule C hereof.

- (g) If more than one Retailer enrollment is received for a Site while an earlier Retailer enrollment is pending, only the first valid Retailer enrollment received by the Company shall be processed in that period.
- (h) If a Retailer finds that it has enrolled an incorrect Site, that Retailer/DSP shall notify the Company as soon as reasonably possible. Upon receiving notice from the Retailer/DSP, the Company will notify the previous Retailer/DSP to enroll the Site.
- (i) The Retailer/DSP 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/DSP of Distribution Access Service hereunder.

ARTICLE 7 – BILLING & PAYMENT

7.1 Retailer/DSP Billing

The Company will bill the Retailer/DSP for Distribution Access Services provided to the Retailer/DSP in accordance with the Tariff Billing Code (Rule 4) billing procedures set out as follows:

- (a) For the purpose of determining the amount to be billed by the Company and paid by the Retailer/DSP for the transportation of Gas under the Distribution Access Service Agreement, the unit to be used shall be one (1) GJ.
- (b) The Company will invoice the Retailer/DSP each billing cycle for Distribution Access Service provided by the Company for the period prior to the billing cycle; including the Imbalance Purchase/Sale amount, if any, as stipulated in Article 7.2(b) and Article 13.3 herein. The Company also reserves the right to perform off-cycle billings.



-
- (c) The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer/DSP. The Retailer/DSP shall process Customer payments and handle collection responsibilities.
 - (d) The Company reserves the right to bill the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions for Distribution Service Connections. The Retailer/DSP shall refer to Schedule C – with respect to these services.
 - (e) Retailers, DSP, or any party acting as an Agent on behalf of Retailers/DSP 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/DSP shall pay to the Company, on or before the 15th Business Day following the Business Day on which the Retailer/DSP was invoiced, the amount invoiced by the Company for the preceding period.
- (b) Company shall invoice, and Retailer/DSP shall pay, the monthly net Imbalance Purchase/Sale amount, if any, on the next available billing cycle following the date on which the Imbalance Purchase/Sale amount was authorized by the Company;
- (c) 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.
- (d) The Company has established two electronic billing options for Retailers/DSP 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.



-
- (e) The Retailer/DSP shall pay all amounts owed to the Company for any of the Distribution Access Services (which includes Imbalance Purchase/Sale) provided by the Company whether or not the Customer has paid the Retailer/DSP.
 - (f) Failure to receive a bill does not release a Retailer/DSP from the obligation to pay the amount owing for any of the Distribution Access Services provided by the Company.
 - (g) The Company shall charge interest on the late payment as set forth in the Company's Rate Schedule.

7.3 Late or Unpaid Bills

- (a) If a Retailer defaults or is late in paying charges, subject to (b)(4) below, the Company will provide the Retailer notice as required below in (b)(1), and will be entitled to draw on the security of the Retailer if the Retailer's arrears are not paid within (3) three Business Days after the date of the notice. The Retailer must provide an additional deposit to replace the funds drawn down because of the default or late payment as stipulated in Article 11.2 herein.
- (b)
 - (1) If a Retailer defaults in its payments the Company must provide the Retailer with a notice in writing stating that the Retailer is in default in its payments to the Company under the Company's Rate Schedule and these Terms and Conditions, and advising that the Company may make a claim against the Retailer's security if the arrears are not paid within (3) three Business Days after the date of the notice.
 - (2) If after the expiry of the period set out in (b)(1) the Retailer's arrears remain unpaid, the Company may make a claim against the Retailer's security to cover the arrears. The Company may also discontinue or restrict Distribution Access Service to the Retailer with three (3) Business Day's 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 ATCO Gas.



- (3) If the Retailer has provided security in the form of a financial deposit, the Company may deduct from that deposit the amount of the unpaid arrears.
 - (4) If in the opinion of the Company the giving of notice in accordance with (b)(1) would impair the Company's ability to make a claim against a Retailer's security or to deduct the unpaid arrears from a Retailer's financial deposit, the Company may make the claim or deduct the unpaid arrears without notice.
- (c) The Company may, at its sole discretion and in addition to any other remedies available to it, restrict enrollment or terminate Distribution Access Service to the Retailer/DSP, if such Retailer/DSP does not pay all outstanding bills in accordance with these Terms and Conditions.

7.4 Adjustment of Bills

7.4.1 Billing Error

Should the Retailer/DSP dispute any amount owing, the Retailer/DSP shall nonetheless pay such disputed amount and subject the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, the Company will return any amount found owing to the Retailer/DSP forthwith. The right or ability of either party to dispute a bill for service provided hereunder shall only apply to requests in writing and are limited to a period where electronic cancel and recharge may occur. The Company may assess a charge to the Retailer/DSP for reviewing billing disputes, in circumstances where the Company has not been responsible for any billing error.

7.4.2 Unauthorized Use

Where the Company determines that there has been unauthorized use of Gas Services including, but not limited to, meter or equipment tampering, unauthorized connection or reinstatement, theft or fraud whereby the Company is denied full compensation for Distribution Access Services provided, the Company will bill the Retailer/DSP for the Company's estimated delivery charges of such unauthorized



use. Nothing in this Article shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

ARTICLE 8 – DISTRIBUTION ACCESS SERVICE INTERRUPTION

8.1 Continuous Supply

The Company shall make all reasonable efforts to maintain a continuous Gas supply to the Retailer's/DSP's Customers, but the Company cannot guarantee an uninterrupted Gas 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/DSP (and the Retailer's/DSP's Customers):

- (a) whenever the Company reasonably determines that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any segment of the Gas Pipeline System;
- (b) to maintain the safety and reliability of the Gas Pipeline System; or,
- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Gas Pipeline 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 Distribution Access Service as promptly as reasonably practicable.



ARTICLE 9 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE

This Article, as amended from time to time, describes the relationship between the Company and the Retailer/DSP in relation to de-enrollment of a Site, which includes, without limitation, the circumstances when a Retailer chooses not to arrange for Distribution Access Service to the Customer as set forth in Article 9.1, or when the Company discontinues Distribution Access Service to the Retailer/DSP as set forth in Article 9.2 herein, or when Retailer/DSP fails to provide supply or balance its Account as set forth in Article 13 herein. This Article does not cover the provisions under which a Customer requests its meter be removed or service line to be disconnected.

9.1 Discontinuance by the Retailer

- (a) To discontinue Distribution Access Service, a Retailer shall complete and provide to the Company an electronic de-enrollment in the form and manner set out in the NGSSC.
- (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 obtain an actual read at the time of the de-enrollment, the Company will estimate a meter read. At the request of the Retailer, the Company shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in Schedule C hereof.
- (c) The Company will accept or reject the Retailer's de-enrollment in accordance with the NGSSC.
- (d) The Retailer is responsible to ensure that its Customers are provided notice of the de-enrollment, 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 successful de-enrollment from a Retailer in the form and manner set out in the NGSSC, the Company will notify the Default Supply Provider of the pending enrollment. If the site is not enrolled by a replacement Retailer within the period set out in the NGSSC, the Company will notify the DSP to enroll the site.



-
- (f) The Retailer shall remain responsible for Gas Services to the Site until the de-enrollment effective date, a replacement Retailer/DSP is enrolled for the Site or the site is salvaged.
 - (g) The Retailer may revoke a notification to de-enroll a Site as set out in the NGSSC.

9.2 Discontinuance by the Company

9.2.1 Discontinuance of DSP

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

- (a) the DSP has failed to meet its obligations under these Terms and Conditions or the Distribution Access Service Agreement with the Company.

9.2.2 Discontinuance of Retailer

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

- (a) the Retailer has failed to meet its obligations under these Terms and Conditions or the Distribution Access Service Agreement with the Company,
or
- (b) the Retailer has failed to meet its credit requirements pursuant to Article 11,
or
- (c) the Retailer has failed to meet its obligations pursuant to Article 13,
or
- (d) the Retailer's license has been revoked by Service Alberta .

9.2.3 Notice of Discontinuance

Notification of discontinuance will be made electronically to the Retailer/DSP. The Company will provide the Retailer/DSP notice before the Company discontinues



Distribution Access Service to the Retailer/DSP, subject to the provisions of these Terms and Conditions. Upon discontinuance of Distribution Access Service to a Retailer pursuant to this Article, the provision of the affected service(s) will be assumed by the DSP.

ARTICLE 10 – SERVICE DISCONNECTS AND REINSTATEMENT

This Article, as amended from time to time, describes the relationship between the Company and the Retailer/DSP in relation to the physical disconnect of a Point of Delivery.

10.1 Disconnection of Service

10.1.1 Disconnection by the Company

- (a) The Company reserves the right to disconnect Gas Distribution Service to the site 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 or fraud at the site; threats or harassment of employees or agents of the Company, failure to provide access for meter readings, or the Customer failing to meet its obligations under the Terms and Conditions for Distribution Service Connections.
- (b) If the disconnect is a result of a safety violation, the Company will reinstate the service when the safety problem is resolved and when the Customer has paid all of the Company's costs related to addressing damage, interference or disturbance, including installation of devices or equipment as necessary. The Company may assess a reinstatement charge to the Retailer/DSP as set forth in Schedule C hereof.

10.1.2 Disconnection at Request of Retailer/DSP

- (a) In accordance with subsection 5(1) of the R3 Regulation, the Retailer/DSP shall have the right to request that the Company disconnect service to a particular Site.



-
- (b) The Retailer/DSP shall remain responsible for all Gas Services to the Site until the Company has completed the disconnection.
 - (c) The Company will notify the Retailer/DSP if a disconnect request was not successfully completed and include the reason why it was not successfully completed. If the Retailer/DSP still requires a disconnect, the Retailer/DSP must re-issue a disconnect request.
 - (d) 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 provisions of this Article.

10.2 Reinstatement Service

Before reinstating or restoring service to a particular Site:

- (a) the Retailer/DSP must provide the Company with authorization to reinstate service;
- (b) if the reason for the reinstatement request is to resume access service after a Site was Cut Off for Non-Payment ("CONP"), and the Customer Information on the reinstatement request matches the Customer Information on the original CONP disconnect request, then the Company will not reinstate until such time as a site lock release is received by the Company from the Retailer/DSP that issued the disconnect request. Such release shall be sent to the Company within 24 hours of the Retailer/DSP receiving payment.
- (c) the Retailer/DSP or Customer must provide proof of compliance with Article 12 of the Terms and Conditions for Distribution Service Connections.
- (d) the Company reserves the right to assess a reinstatement charge for all attempts to reinstate service as set forth in Schedule C hereof, pursuant to this Article.



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 Function Identification level.

11.1 Setting of Prudential Requirements

- (a) The Retailer must fulfill the requirements as set forth in this Article to the satisfaction of the Company before the Company will provide Distribution Access 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 Natural Gas Billing Regulation, A.R. 185/2003, as 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, affiliate or person which guarantees the financial obligation of the Retailer. The credit rating will mean the bond rating according to Standard and Poor's Bond Rating Service or an equivalent bond rating from Dominion Bond Rating Service or Moody's Investors Service.

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 is BBB-, as set out in Section 6(3) of the Natural Gas Billing Regulation A.R 185/2003 as 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 5, 6 and 7 of the Natural Gas Billing Regulation, A.R. 185/2003, as 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) For the purposes of calculating the amount of the Retailer's security deposit pursuant to section 5(2) of the Natural Gas Billing Regulation, A.R. 185/2003, as amended from time to time, the Retailer must project its payments under the Company's Rate Schedule over a period equal to the lesser of (A) 75 days, or (B) the total of (i) 20 days, plus (ii) the number of days between consecutive bills issued by the Company to the Retailer, plus (iii) the number of days from the issuance of a bill by the Company until payment is due from the Retailer.
- (f) For the purposes of calculating the amount of the Retailer's security deposit required, the Retailer will add an additional 20 days of projected payments (the Load Balancing Security) under the Company's Rate Schedule to the amount of security deposit required under the Natural Gas Billing Regulation A.R. 185/2003, as amended from time to time as identified in part (e) above which shall serve as separate security in respect of any Imbalance Sales that ATCO Gas may be required to charge the Retailer in order to balance their accounts.
- (g) Subject to section 6 of the Natural Gas Billing Regulation, A.R., 185/2003, as amended from time to time, the Retailer shall provide security in the manner set out in the Retailer Guide, in the form of a financial deposit, a bond, an irrevocable letter of credit from a financial institution acceptable to the Company, or an irrevocable guarantee. An irrevocable guarantee may only be provided from a 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 Rate Schedule and



these Terms and Conditions are materially greater than the value projected by the Retailer under Article 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 their corporate bond rating to the Company within two (2) Business Days of said 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 Article 7.3 of these Terms and Conditions, the Company will apply all or any portion of that Retailer's security deposit to the unpaid amount. The Retailer will then be required to replenish the security deposit within five (5) Business Days.
- (d) If the Retailer fails to maintain its prudential requirements in accordance with Article 11 the Company reserves the right to suspend the provision of additional Distribution Access Service to the Retailer, or discontinue Distribution Access Service to the Retailer. The Company will provide the Retailer notice of discontinuance three (3) Business Day before the Company discontinues Distribution Access Service to the Retailer. Upon discontinuance of Distribution Access Service to a Retailer pursuant to this Article, provision of the affected service(s) will be assumed by the DSP.
- (e) A Retailer that is required to provide security in accordance with the *Natural Gas Billing Regulation*, AR 185/2003, 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 financial 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 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").

- (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 *Natural Gas Billing Regulation, AR 185/2003*, within 3 business days after the date of the notice shall be in breach of the Retailer's obligation to maintain its security in accordance with s.8 of the *Natural Gas Billing Regulation, AR 185/2003*, 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 Article 11.1 of these Terms and Conditions 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 as part of the Gas Distribution Tariff any costs not covered by a claim against the Retailer's security under section 9 of the Natural Gas billing Regulation AR 185/2003 as 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 Article 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, R.S.A. 2000, c.R-17*, but not less than 2.5% per annum. Interest will be paid to the Retailer annually.

ARTICLE 12 – METERING

12.1 Provision and Ownership

The meters used by the Company to assess the level of Distribution Access Service charges to the Retailer/DSP will be the same meters used to provide regular site billing information to the Retailer/DSP. The Company will provide and install all meters for each Point of Delivery at a site enrolled by the Retailer/DSP in accordance with the Company's Terms and Conditions for Distribution Service Connections. Each meter shall remain the property of the Company.

12.2 Meter Reading

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/DSP for additional reads above the Company's standard practices as set forth in Schedule C hereof.

12.3 Changes to Metering Equipment

- (a) Notwithstanding Article 3.7, should a Retailer/DSP 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 Customer and meet the Company's requirements. The Customer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs as set forth in Schedule C hereof.



The metering equipment will remain 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 may require prepayment prior to installation. In any event, the Customer shall pay the Company in full as per the terms stated on the invoice. If payment is not received as per the terms stated on the invoice, the Company shall charge interest on the late payment as per the terms stated on the invoice. Article 7.3 herein will also apply in the event of late or unpaid bills.

- (b) Notwithstanding Article 3.7, should a Customer request to return the metering equipment to its previous basic form, the Customer shall bear the cost of removal and installation of the metering equipment.

- (c) At the request of a Retailer/DSP, or with the Retailer's/DSP'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 services.

- (c) The Company reserves the right to bill costs related to requests for changes in metering made by the Customer or Retailer/DSP to the Retailer/DSP.

12.4 Meter Reading and Estimates

Meter Reading:

- (i) The Company shall determine the method of meter reading collection for its meters and equipment.
 - (ii) Where the Company has determined the method of collection is through an automated meter reading device and the Customer refuses to allow installation, the Company will attempt Company meter readings every six months. The Customer will be charged for each meter reading attempt as stated in Schedule C through the monthly tariff bill sent to the Retailer/DSP. At all other times, the meter readings used for monthly billing to the Retailer/DSP will be estimates.



-
- (iii) Where the Customer requests the removal of an automated meter reading device, the Company will remove the device and will apply the appropriate fee as stated in Schedule C. In addition, the Company will attempt Company meter readings every six months. The Customer will be charged for each meter reading attempt as stated in Schedule C through the monthly tariff bill sent to the Retailer/DSP. At all other times, the meter readings used for monthly billing to the Retailer/DSP will be estimates.
 - (iv) In any event the Company will require a meter reading twice per year or as directed by Measurement Canada or such other Department as may from time to time be charged with such responsibility.
 - (v) In the event that there is a discrepancy between the mounted meter index and a meter monitoring or automated meter reading device, the mounted meter index reading will be deemed to be correct.
 - (vi) The Company will assess a charge to the Customer or Customer's Retailer/DSP for additional reads above the Company's standard practices as well as in situations where a Customer has refused to allow an automated meter reading device to be installed. This charge is defined in Schedule C hereof.
 - (vii) The Company shall keep an accurate record of all meter readings for the purpose of billing the Gas Distribution Services provided.
 - (viii) The Company may elect to change the meter reading schedule for a site, providing advance notice to the Retailer/DSP as defined by Rule 004..
 - (ix) The Company is not required to accept Customer meter readings. Where Customer meter readings are provided, the Company reserves the right to decline the use of the Customer meter reading based on specific criteria.



12.5 Meter Test and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time.
- (b) The Company shall arrange for a meter to be removed and tested by an official designated for that purpose by Measurement Canada or an accredited agency as may, from time to time, be designated for this purpose in the event of a Customer initiated meter test.
- (c) If a test determines that the meter is not accurate within the limits set by government standards, the Retailer's/DSP's bill will be adjusted accordingly. 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. The Company shall not be liable to the Retailer/DSP or Customer for any additional costs that are associated with such metering or meter reading errors.
- (d) The Company reserves the right to assess a charge to the Customer or Customer's Retailer/DSP for a meter test, in circumstances where the Company has not been responsible for any metering error, as set forth in Schedule C hereof. This charge does not apply to circumstances when the meter tested is found to be faulty.
- (e) If any appliance of a Customer connected to the Gas Pipeline System prevents or impedes the meter from accurately recording the total amount of energy supplied, the Company may forthwith disconnect the Customer, or disconnect such appliance from the Gas Pipeline System and shall, in either case, estimate the amount of energy consumed and not registered, as accurately as it is able to do so and charge the Retailer/DSP.



ARTICLE 13 – ACCOUNT BALANCING

13.1 Retailer/DSP Account

- (a) The Retailer/DSP Account shall be accumulated and recorded by Company each Day and, without limitation, shall include such items as Gas supply Nominations, Retailer Load, Imbalance quantity, opening Imbalance quantity, previous Month(s) true-up quantity(ies), Retailer/DSP's share of Company's Unaccounted For Gas and/or other adjustment quantity(ies) deemed appropriate as determined by the Company from time to time.
- (b) Each Day the Company shall Forecast and Backcast Retailer's Load according to the practices specified in the Company's Retailer Guide.
- (c) The Retailer/DSP shall provide in kind Unaccounted For Gas each Day at the rate specified in Rider D.
- (d) The Company shall make the Account available to the Retailer/DSP in the manner described in the Retailer Guide.
- (e) The Retailer/DSP shall be required to hold one Account for each of the north zone and south zone corresponding to Retailer/DSP's aggregate north zone and aggregate south zone Customers, as applicable.

13.2 Exchange of Gas

- (a) The Retailer/DSP warrants that it will make its Gas supply available in an Account on the Transmission System and that the Company will make that Gas available in the Retailer/DSP's Account by means of an exchange with that Account on the Transmission System and the Company's Account on the Transmission System, subject to the procedures described in the Retailer Guide.

13.3 Daily Retailer/DSP Account Balance

- (a) For each Gas Day, the energy quantity of the Retailer/DSP Account Imbalance Window shall be calculated by multiplying the daily Backcast by the \pm Imbalance



Window percentage specified on Schedule D and rounded to the nearest GJ, provided that the resultant is not less than the minimum energy Imbalance Window specified on Schedule D.

- (b) The Retailer/DSP shall at all times endeavor to maintain its daily Account Imbalance energy within the quantity specified by the daily Imbalance Window.
- (c) For each Gas Day, in the event the absolute value of the Retailer/DSP Account daily Imbalance energy is greater than the absolute value of the quantity specified by the daily Imbalance Window, the difference quantity shall be settled by Imbalance Purchase/Sale at the price specified on Schedule D.
- (d) The net quantity and dollars resulting from the Imbalance Purchase and Imbalance Sales transactions in (c), if any, will be invoiced to Retailer/DSP once per Month as specified in Article 7.

13.4 Retailer/DSP Account Monitoring Rules

The Company shall perform monitoring of the Retailer/DSP's Account according to the following:

- (a) Step 1
 - i. If there is no evidence of a Nomination in the Retailer's Account by 10:00 a.m. local time of the current Gas Day (Gas Day 1), which has not been pre-authorized by the Company, the Company will attempt to contact the Retailer for an explanation. If the Retailer indicates in writing (by email or FAX) that it intends to balance the Account within the Account Balancing timeline specified in the Retailer Guide, then the Company will take no further action at Step 1. For the purposes of this clause, "balance the Account" means the Retailer provided sufficient gas supply for Gas Day 1 such that the resulting Account Imbalance on Gas Day 1 was within the Imbalance Window and no Imbalance Purchase/Sale was triggered.
 - ii. If at (a)(i) above:



-
1. the Company, with reasonable effort by telephone and email, is unable to contact the Retailer by the time of the release of the F3 Forecast for Gas Day 1, or
 2. the Retailer has indicated an inability to make Nominations to its Account for Gas Day 1, or
 3. there continues to be no evidence of a Nomination in the Retailer's Account by the time of the release of the F3 Forecast for Gas Day 1,

then the Company will transact on the Same Day Market based on the F3 Forecast for Gas Day 1. The transaction(s) will be recorded in the Company's Account on the Transmission System, not the Retailer's Account, and charged to the LBDA. The Retailer's Account will be closed for the remainder of Gas Day 1 and the rules related to Imbalance Purchase/Sale as stipulated in these Terms & Conditions will be in effect for the Retailer's Account on Gas Day 1.

(b) Step 2

- i. If there is no evidence of a Nomination in the Account by 10:00 a.m. local time of the Gas Day following Gas Day 1 (i.e. Gas Day 2), which has not been pre-authorized by the Company, the Company will attempt to contact the Retailer for an explanation. This rule will also apply to those Retailers who made a commitment to balance their Account in Step 1, but did not fulfill that commitment, even if a nomination was made for Gas Day 1. The Retailer will be required to nominate gas supply equal to the F3 Forecast for Gas Day 2 no later than one half ($\frac{1}{2}$) hour after the F3 Forecast has been issued.
- ii. If at (b)(i) above
 1. the Company, with reasonable effort by telephone and email, is unable to contact the Retailer by the time of one half ($\frac{1}{2}$) hour after the release of the F3 Forecast for Gas Day 2, or
 2. the Retailer has indicated an inability to make the Nominations to its Account for Gas Day 2, or



-
3. the gas supply in the Retailer's Account does not equal the F3 Forecast energy by the time of one half ($\frac{1}{2}$) hour after the release of the F3 Forecast for Gas Day 2,

then the Company will transact on the Same Day Market based on the F3 Forecast for Gas Day 2. The transaction(s) will be recorded in Company's Account on the Transmission System, not the Retailer's Account, and charged to the LBDA. The Retailer's Account will be closed for the remainder of Gas Day 2 and the rules related to Imbalance Purchase/Sale as stipulated in these Terms & Conditions will be in effect for the Retailer's Account on Gas Day 2.

The Company will also provide electronic notice to the Retailer indicating that unless the Retailer takes action to provide gas supply to its Account sufficient to alleviate Company's concerns by 10:00 a.m. local time of the next Gas Day (i.e. Gas Day 3), the Company intends to permanently close the Retailer's Account during Gas Day 3.

(c) Step 3

If there is no evidence of a Nomination in the Retailer's Account by 10:00 a.m. local time of the current Gas Day (Gas Day 3), which has not been pre-authorized by the Company, the Company will provide electronic notice to the Retailer that its Account is permanently closed. The Company will commence de-enrollment of Sites associated with the Retailer's Account during Gas Day 3 to first take effect on Gas Day 4.

The Company will transact on the Same Day Market based on the F3 Forecast for Gas Day 3. The transaction(s) will be recorded in the Company's Account on the Transmission System, not the Retailer's Account, and charged to the LBDA. The rules related to Imbalance Purchase/Sale as stipulated in these Terms & Conditions will be in effect for the Retailer's Account.

(d) Step 4



The Company will continue to transact in the Same Day Market based on the F3 Forecast for the Retailer who has defaulted until all the Retailer's Sites have been de-enrolled and successfully re-enrolled with the DSP. The transaction(s) will be recorded in the Company's Account on the Transmission System, not the Retailer's Account and the rules related to Imbalance Purchase/Sale as stipulated in these Terms & Conditions will be in effect. When all of the defaulting Retailer's Sites have been successfully enrolled with the DSP, the termination of Distribution Access Service will be complete and Company will not undertake any further transactions on behalf of the defaulting Retailer. The Company will continue to apply the rules related to Imbalance Purchase/Sale to the Retailer's Account as a result of adjustments related to settlement or other matters which occur after the Retailer's Account has been permanently closed.

(e) Step 5

In the event of non-payment on the part of the Retailer, and without limiting the Company's rights or remedies at law or in equity, the Company shall have the right to recover any charges to a Retailer by claiming against the Retailer's or Agent's performance bond (as stipulated in Article 11 of these Terms and Conditions) which exists to secure due performance by the Retailer or Agent of its obligation under the Distribution Access Service Agreement.

(f) The Account monitoring rules described above will also be used to monitor the DSP Account to provide early detection of issues that may result in obligations under the terms specified in the commercial arrangements between the Company and the DSP.

(g) In the event that the Company is notified by the Retailer in writing (by email or FAX) or in the event that the Company becomes aware that the Retailer has declared itself or has been declared to be insolvent prior to the full three days of Account monitoring described in this section, the Company shall have the right to discontinue Distribution Access Service with one (1) Business Day's notice.



13.5 Termination of Retailer Service

- (a) These Terms and Conditions shall continue in force until all the Retailer's Sites have been de-enrolled and Final Monthly Settlement for the Retailer's Account has been completed, whereupon Company shall terminate the Retailer's Account. The Company will continue to transact in the Same Day Market based on the F3 Forecast for the Retailer who has defaulted until all the Retailer's Sites have been de-enrolled and successfully re-enrolled with the DSP. The transaction(s) will be recorded in the Company's Account on the Transmission System, not the Retailer's Account and the rules related to Imbalance Purchase/Sale as stipulated in these Terms & Conditions will be in effect.
- (b) Notwithstanding the provisions of (a), upon mutual agreement, the Retailer and the Company may enter into an arrangement to settle the outstanding energy amounts in the Retailer's terminating Account, including without limitation, the Account closing Imbalance and adjustments to the Account from Gas Settlement, in a manner that is different than is normally required under the provisions of these Terms and Conditions and/or the Retailer Guide.

13.6 Request for Additional Information

A Retailer may request additional settlement information above the basic service provisions specified in the Retailer Guide or information previously provided by the Company if:

- (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.



13.7 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 provisions 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 Distribution Access Service Agreement will occur if either the Company, the DSP 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) 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 Distribution Access 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;
- (e) fails to balance its Account in accordance with Article 13.



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 Distribution Access Service Agreement. Where the Defaulting Party is the Company or the Retailer and the Non-Defaulting Party elects to terminate, the Distribution Access Service Agreement is terminated 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 Distribution Access 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 9 of *Natural Gas Billing Regulation*, AR 185/2003, the full amount of the Retailer's security determined in accordance with article 11.1 of these terms and conditions 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.

14.4 Termination on Default

If any one or more of the parties to the Distribution Access Service Agreement fails to perform any of the covenants or obligations imposed upon it under and by virtue of the Distribution Access Service Agreement (the "Defaulting Party"), then in any such event, the other party or parties to the Distribution Access Service Agreement (the "Non-Defaulting Party") may at its option terminate the Distribution Access Service Agreement insofar and only insofar as the Distribution Access Service Agreement pertains to the Defaulting Party by proceeding as follows:



- (a) The Non-Defaulting Party shall cause a notice in writing or fax to be given to the Defaulting Party advising as to the nature of any default and declaring it to be the intention of the Non-Defaulting Party to terminate the Distribution Access Service Agreement.

ARTICLE 15 – IMPAIRED DELIVERIES

15.1 Impaired Deliveries

If by reason of the causes set forth in this Article, the Company is unable, in whole or in part, to deliver the quantities of Gas provided for in the Distribution Access Service Agreement, then the Company shall be relieved of liability for not delivering such quantities, and the Company may curtail or discontinue deliveries of Gas under the Distribution Access Service Agreement during the continuance and to the extent of the inability; provided however that the Company shall endeavor to give reasonable notice of any curtailment or discontinuance of deliveries arising by virtue of such causes and shall promptly endeavor to remedy the cause of any curtailment or discontinuance of deliveries as soon as reasonably possible. Such notice shall specify the Company's estimate of the duration of any such curtailment or discontinuance of deliveries under the Distribution Access Service Agreement. The causes above referred to shall be:

- (a) the necessity, in the Company's sole opinion, of making modifications or improvements to the Gas Pipeline System; provided however that the Company shall, when practicable, endeavor to effect such modifications or improvements, which are not emergency in nature, at a time and in a manner which shall not unduly interfere with or interrupt deliveries of Gas; or
- (b) the necessity of making repairs to the Gas Pipeline System.



ARTICLE 16 – LIABILITY AND INDEMNITY

16.1 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 claim, 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 Article 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 Article "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 Article 16.1 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 Article 16.1(d) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Article 16.1(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 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 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 Article 16.1(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 16) by the express terms of Article 16, 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 releases 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.

16.2 Consequential Loss

Notwithstanding anything to the contrary contained in these Terms and Conditions, neither party will be liable to the other party, and the Company shall not be liable to the Customer with respect to matters for which the party 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 segment of the Gas Pipeline System or property owned, operated, leased or used by the other party.

ARTICLE 17 – FORCE MAJEURE

17.1 Force Majeure Relief

The Company or Retailer/DSP, 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.

Retailer/DSP shall not be relieved by Force Majeure as described in this Article 17 from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by the Company.

17.2 Exclusions

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

17.3 Notice

The party claiming relief from liability under the provisions of this Article 17 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.

17.4 Obligation to Remedy

The party claiming relief from liability under the provisions of this Article 17 shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.



17.5 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 17.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Resolution by Company and Retailer/DSP

If any dispute between the Company and a Retailer/DSP arises at any time in connection with these Terms and Conditions, the Company and the Retailer/DSP acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner.

18.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Article 18.1 hereof within 30 days after notice from the Company or the Retailer/DSP to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Articles 18.3 to 18.11 hereof. The Company and the Retailer/DSP shall abide by the terms of any award rendered by the arbitrator(s) appointed hereunder without delay.

18.3 Arbitrators

All disputes or differences between the Company and a Retailer/DSP in connection with these Terms and Conditions shall be referred (unless the Company and the Retailer/DSP 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/DSP 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/DSP relating to an order or direction made or approved by the AUC or falling within the exclusive jurisdiction of the AUC, shall be referred to the AUC for resolution.

18.4 Failure to Concur

The Company and a Retailer/DSP 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/DSP on the other of notice requesting it to concur in the appointment of such an arbitrator.

18.5 Refusal to Appoint an Arbitrator

If either the Company or the Retailer/DSP 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/DSP, 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.

18.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by the Company and the Retailer/DSP 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/DSP 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.

18.7 Technical Competence

Any arbitrator appointed under the provisions of this Article whether by concurrence of the Company and the Retailer/DSP, 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.

18.8 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.

18.9 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.

18.10 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.

18.11 Continuity of Service

All performance required under these Terms and Conditions by the Company and the Retailer/DSP and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 18, 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, R.S.A. 2000, c.R.-17, but not less than 2.5% from the date so determined until paid.

ARTICLE 19 – MISCELLANEOUS

19.1 Compliance with Applicable Legal Authorities

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

19.2 No Assignment

Neither the Company nor the Retailer/DSP shall assign any of its rights or obligations under these Terms and Conditions or the Distribution Access 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 Distribution Access Service Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Article shall be void. However, the Company may assign any or all of its rights and obligations under these Terms and Conditions and the Distribution Access Service Agreement, without the Retailer's/DSP'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.

19.3 No Waiver

The failure of either party to insist on strict performance of any provisions of these Terms and Conditions or a Distribution Access 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 Distribution Access 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.



19.4 Law

These Terms and Conditions and the Distribution Access Service Agreement between the Company and the Retailer/DSP 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 Distribution Access Service Agreement shall be brought in the courts of the Province of Alberta.

ARTICLE 20 – NOTICE

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

- (a) If to the Retailer/DSP, to the address and the addressee set out in the Distribution Access Service Agreement between the Retailer/DSP and the Company.

- (b) If to the Company to: ATCO Gas
10035 - 105 Street, Edmonton, Alberta, T5J 2V6
Attention: Senior Manager, Client Services and Customer Care
Fax: (780) 420-3123

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



SCHEDULE A – DISTRIBUTION ACCESS SERVICE AGREEMENT

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

BETWEEN: **(RETAILER/DSP NAME)**

(address)

(hereinafter called the "Retailer"/"DSP")

- and -

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

WHEREAS the Retailer/DSP has requested the Company to provide the Retailer/DSP with Distribution Access Service for the purpose of serving its Gas customer(s) ("the Customer"):

The Retailer/DSP and the Company agree as follows:

1. The Retailer/DSP is solely responsible for the provision of accurate and timely Customer Information to the Company. The Retailer/DSP 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/DSP.

Should any of the Customer Information change during the term of this Distribution Access Service Agreement, the Retailer/DSP shall advise the Company of the change, by electronic means as soon as is reasonably practicable in the circumstance, and in



any event within (5) Business Days of the Retailer becoming aware of the change. The company reserves the right to request the Retailer/DSP provide Customer Information update.

2. This Distribution Access Service Agreement is subject to the Company's Terms and Conditions for Distribution Access Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The Retailer/DSP acknowledges that it has been offered a copy of the Company'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 the Company or its Customers.
4. No person, whether an employee or agent of the Company 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/DSP acknowledges that it has been offered a copy of the Company's Retailer Guide and is aware of the policies and business practices of the Company detailed therein.
6. This Distribution Access 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 11, as applicable, of the Terms and Conditions; or for the reasons set out in Article 14 of the Terms and Conditions.
7. The Retailer/DSP understands and agrees that the Distribution Access Service provided hereunder is provided solely for the Retailer's/DSP's use at the locations and for the Customers identified to the Company in accordance with paragraph 1 hereof. The Retailer/DSP shall not use the Distribution Access Service provided by the Company for any other purpose.
8. If the Retailer/DSP, at any time, becomes aware that any Customer is using the service(s) provided by the Retailer/DSP 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 Gas Pipeline System, the Retailer/DSP shall immediately notify Company of such circumstances.

9. In providing service to its Customer, the Retailer/DSP shall not, in any way, damage or interfere with or otherwise disturb, alter or tamper with the Gas Pipeline System of the Company. The Retailer/DSP shall notify the Company immediately of any problem or defect relating to Company's Gas Pipeline System, which is discovered by or brought to the attention of the Retailer/DSP.
10. The Retailer/DSP 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/DSP acknowledges, understands and agrees that the Company will not perform any billing or collection activities on its behalf. The Retailer/DSP 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/DSP 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 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/DSP 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 Distribution Access Service Agreement is subject to all applicable legislation, including the *Gas Utilities Act, R.S.A. 2000, c.G-5*, as amended from time to time, 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 Distribution Access 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 Distribution Access Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Distribution Access 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 Distribution Access 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 the 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 Gas and Pipelines Ltd

10035 – 105 Street

P.O. Box 2426

Edmonton, Alberta, T5J 2V6

Attention:

Attention: Manager, Client Service and
Customer Care

Facsimile:

Facsimile: (780) 420-3123



APPENDIX “A”

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

APPENDIX “A” to the Retail Service Agreement between <RETAILER NAME> and **ATCO Gas**.

RETAILER IDENTIFICATION NUMBERS

The following Retailer Identification numbers have been assigned 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).

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

[RETAILER/DSP NAME]

ATCO Gas and Pipelines LTD.

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

ATCO Gas and Pipelines LTD.

Per: _____
 Name: _____
 Title: _____



SCHEDULE B – DISCONNECT CUSTOMER SITE

The Company's policy (as approved in these Terms and Conditions) with respect to disconnecting Customers is set out below. The same policies shall apply to all Retailers/DSP.

1. Where a Retailer/DSP requests the Company to disconnect a Customer for non-payment, the Retailer/DSP shall provide to the Company updated Customer Information, the proof of payment amount the Retailer/DSP will accept in the event the Customer provides ability of payment, the date the Customer was provided 10 days written notice and a direct phone number to the Retailer's/DSP's collection department for circumstances when the Customer is required to contact the Retailer/DSP immediately to resolve payment issues. The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer/DSP.
2. A Retailer/DSP that submits a disconnect for non-payment, must submit a disconnect release to the Company within 24 hours of receiving the Customer payment.
3. Disconnection by Company or at request of Retailer/DSP (including Cut Off For Non-Payment "CONP" activity) will commence for residential and commercial residential property sites on April 15th of each year. Between April 15th and October 31st when the overnight temperature is forecast to drop below zero (0) degrees Celsius in the 24 hour period immediately following the proposed disconnect within the Company service area the Company will not disconnect a residential or commercial residential property. Residential and commercial residential, including multi-family, property sites will not be disconnected during the winter season defined as November 1st to April 14th, unless there is written notification to the Retailer/DSP from the property owner requesting the disconnection. The Retailer/DSP will forward a copy of the property owner's written request to the Company before the Company will schedule field work.



-
4. CONP activity will be scheduled during regular business hours on weekdays of Monday, Tuesday, Wednesday and Thursday. No CONP activity will be scheduled on Friday, Saturday and Sunday or any statutory holiday or any day prior to a statutory holiday observed in the service area.
 5. The Company will not disconnect a Customer if the Retailer/DSP has not provided the Customer with a written notice at least 10 Business Days in advance of the proposed disconnect. The Company must be provided with a copy of such notice upon request.
 6. The Company will not disconnect if the Customer produces a receipt showing it has paid the most current bill or the amount specified in part 1 of this Schedule B.
 7. 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 that Retailer/DSP last provided Distribution Access Service at the Site. When this occurs, the Company will comply with a request to energize from the current or new Retailer only after the Retailer requesting the CONP has issued a release. See Terms and Conditions for Distribution Access Service Article 10.2(b).
 8. The Company may, upon visiting the Site, delay the disconnection until the Company is satisfied that all conditions for disconnection are met. Reasons for delay include, but are not limited to:
 - (a) Customer Information does not match Customer Information provided by the Retailer/DSP
 - (b) Customer has proof of payment in hand at the Site and is prepared to meet payment conditions set by the Retailer/DSP
 - (c) Immediate danger may exist to the occupants or the companies' representatives.
 - (d) Disconnecting the service will adversely affect other Customers who are not to have their service disconnected.
 - (e) Where meters are located inside or on another Customer's property and access to the meter cannot be obtained. These situations will require additional distribution requirements including construction arrangements to disconnect elsewhere on the service line.



SCHEDULE C – NON-DISCRETIONARY CHARGES

1.0 APPLICABILITY

Applicable to every Retailer/DSP participating in Distribution Access Service within the Company's service area.

The service charges outlined herein are also outlined in the Company's Terms and Conditions for Distribution Service Connections. This is done to ensure the Customer (or Retailer/DSP) is aware of the charges that may apply whether they are reviewing this set of Terms and Conditions or the other. For greater clarity, the listing of these charges in both sets of T & C's does not entitle the Company to recover charges under both sets of T & C's.

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.



**SCHEDULE C
NON DISCRETIONARY CHARGES
Effective April 1, 2013**

1. SERVICE LINES: Applicable to all services except those eligible for grants under the Rural Gas Act.

1.1 Pipe Installation:

ATCO Gas (North)		
Service Line Diameter	Summer	Winter
15.9 mm or 26 mm (up to and including 15 metres)	\$875	\$1,129
Linear charge for length over 15 metres	\$48/metre	\$65/metre
42.2 mm or 60.3 mm (up to 15 metres)	\$1,159	\$1,515
Linear charge for length over 15 metres	\$67/metre	\$91/metre
Greater than 60 mm	Contract Price	Contract Price
Credit for provision of service line trench in 4-party installation	\$41	\$203

ATCO Gas (South)		
Service Line Diameter	Summer	Winter
15.9 mm or 26 mm (up to and including 15 metres)	\$631	\$824
Linear charge for length over 15 metres	\$32/metre	\$45/metre
42.2 mm or 60.3 mm (up to 15 metres)	\$1,159	\$1,515
Linear charge for length over 15 metres	\$67/metre	\$91/metre
Greater than 60 mm	Contract Price	Contract Price
Credit for provision of service line trench in 4-party installation	\$41	\$203

Notes:

1. Winter and Summer conditions are determined by the ATCO Gas representative on site. Typically winter conditions are 150mm or more of frozen ground conditions and / or 300mm or more of snow cover. If construction occurs within the winter construction season as determined by ATCO Gas, winter construction rates will apply.
2. The customer will be charged for the Primary Service line from the property line to the Gas Meter location when the main is located outside the customer's property.
3. The customer will be charged for the Primary Service line from the edge of easement to the Gas Meter location when the main is located in an easement within the customer's property.



1.2 Mobilization Charge: A mobilization charge of \$203.00 will be levied for each additional site visit required when a site with an inspector confirmed site ready date does not meet ATCO Gas requirements for service line installations upon arrival of the service installation crew.

1.3 Pavement and Concrete Breaks: Contract Price. Applicant responsible for settlement and permanent repair.

1.4 Crossings: Including highway, railroad, road, pipeline, canal - Contract Price

1.5 Compaction: Contract Price

1.6 Shallow Utility Crossings: Contract Price

1.7 Waste Removal: Contract Price

2. COMPANY RURAL INVESTMENT: “three times net revenue”

3. REINSTATEMENT CHARGE/AMR REMOVAL FEE:

a. Residential (not before 8am of the next business day) - \$117.00

b. Residential (before 8am of the next business day) - \$275.00

c. Non-Residential (not before 8am of the next business day) - Contract Price (minimum \$117.00)

d. Non-Residential- (before 8am of the next business day) - Contract Price (minimum \$275.00)

4. METER RELOCATIONS

4.1 Single Family Dwelling: Inside to outside – No direct ATCO Gas charges if viewed as required by ATCO Gas. Customer may be responsible for permitting fees and site clean up. All other moves at Contract Price.

4.2 Other: Contract Price

6. ALTERATIONS, RELOCATIONS AND REPLACEMENT - Contract Price

6. SERVICE CALL FOR PROBLEMS CAUSED BY CUSTOMERS - Contract Price including estimated cost of lost gas.

7. TEMPORARY SERVICE – Contract Price

8. SPECIAL METER READ FEE: \$107.00

9. METER DISPUTE FEE:

a. Residential - \$112.00

b. Non-Residential - Contract Price (minimum \$112.00)

c. Customer Usage Information Fee will apply as required.

10. DISHONOURED CHEQUES: \$31.00

11. CUSTOMER USAGE INFORMATION: Contract Price

12. PROVISION OF CUSTOMER INFORMATION TO THE COMPANY: Contract Price

13. BILLING ERROR: Contract Price

NOTE: All charges in Schedule C are subject to GST except the “Dishonored Cheque” charge.



SCHEDULE D – IMBALANCE PURCHASE/SALE CHARGES

1.0 Imbalance Window Percentage

The daily Imbalance Window percentage applicable to each Retailer/DSP Account is $\pm 5\%$.

2.0 Minimum Energy Imbalance Window

The daily minimum energy Imbalance Window applicable to each Retailer/DSP Account for each Day is:

- (a) When the daily Backcast is less than or equal to 5,000 GJ the minimum energy Daily Imbalance Window quantity shall be ± 500 GJ;
- (b) When the daily Backcast is greater than 5,000 GJ the minimum energy Daily Imbalance Window quantity shall be $\pm 1,000$ GJ.

3.0 Imbalance Purchase/Sale Price

The Imbalance Purchase/Sale price applicable to each Retailer/DSP Account is:

- (a) For Imbalance Purchase, the price used by the Company will be the lowest Same Day Market or Yesterday Market trade price that occurs on the NGX for the Gas Day as reported by the NGX as the “AECO “C” and N.I.T Same Day Price” and “NGX Alberta Yesterday Price” obtained from the “Historical NGX Indices” webpage <http://www.ngx.com/protectedmembers/indices.html>
- (b) For Imbalance Sale, the price used by the Company will be the highest Same Day Market or Yesterday Market trade price that occurs on the NGX for the Gas Day as reported by the NGX as the “AECO “C” and N.I.T Same Day Price” and “NGX Alberta Yesterday Price” obtained from the “Historical NGX Indices” webpage <http://www.ngx.com/protectedmembers/indices.html>

4.0 Change to Imbalance Window Percentage and Minimum Energy Imbalance Window



In the event that the Transmission System determines the Pipeline Tolerance Level needs be increased or decreased and the Transmission Balance Zone is changed the Company will change the Imbalance Window and the minimum energy balancing window for Retailer/DSP Accounts to the following:

<u>Transmission Balance Zone</u>		<u>AG Imbalance Window</u>			
<u>-%</u>	<u>+</u>	<u>-%</u>	<u>+</u>	<u>Less than 5000 GJ</u>	<u>5000 GJ and over</u>
-4%	+4%	-5%	+5%	-500 GJ to +500 GJ	-1000 GJ to +1000 GJ
-3%	+4%	-3%	+5%	-300 GJ to +500 GJ	-600 GJ to +1000 GJ
-2%	+4%	-2%	+5%	-200 GJ to +500 GJ	-400 GJ to +1000 GJ
-1%	+4%	-1%	+5%	-100 GJ to +500 GJ	-200 GJ to +1000 GJ
0%	+4%	0%	+5%	0 GJ to +500 GJ	0 GJ to +1000 GJ
-4%	+3%	-5%	+3%	-500 GJ to +300 GJ	-1000 GJ to +600 GJ
-4%	+2%	-5%	+2%	-500 GJ to +200 GJ	-1000 GJ to +400 GJ
-4%	+1%	-5%	+1%	-500 GJ to +100 GJ	-1000 GJ to +200 GJ
-4%	0%	-5%	0%	-500 GJ to 0 GJ	-1000 GJ to 0 GJ

The change to the imbalance Window Percentage and Minimum Energy Imbalance Window for Retailer/DSP Accounts will be in effect for the same gas days as the Transmission Balance Zone change.



**TERMS AND CONDITIONS
FOR
DISTRIBUTION SERVICE CONNECTIONS**

AUC Decision: 2013-112

Effective: April 1, 2013



TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE.....	6
ARTICLE 2 – DEFINITIONS AND INTERPRETATION	7
2.1 Definitions	7
2.2 Conflicts	12
2.3 Headings	13
2.4 Schedules and Appendices	13
ARTICLE 3 – GENERAL PROVISIONS	13
3.1 AUC Approval.....	13
3.2 Gas Distribution Tariff.....	13
3.3 Effective Date	14
3.4 Application of Terms and Conditions	14
3.5 Ownership of Facilities	15
3.6 Fees and Other Charges	15
ARTICLE 4 – ESTABLISHMENT OF SERVICE.....	15
4.1 Application for Service Connection	15
4.2 Method of Application	16
4.2.1 Form and Acceptance of Application	16
4.2.2 Application by Retailer/DSP or Other Person	16
4.3 Payment for Service Connection	16
4.4 Rejection of Application	17
4.5 Natural Gas Service Agreement	18
4.6 Approvals	19
4.7 Temporary Service	19
4.8 Information and Requirements for Service.....	19
4.8.1 Distribution Service Connections.....	19



4.8.2	Distribution Access Service	20
4.8.3	Customer Usage Information	20
4.9	Application of Rate Schedules	21
ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES		22
5.1	Customer Provided Facilities and Requirements	23
5.1.1	Protection of the Company's Specific Facilities and Gas Pipeline Systems	23
5.1.2	Compliance with Requirements and Use of Service Connection	23
5.1.3	Extensions.....	23
ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO GAS PIPELINE SYSTEM.....		23
6.1	Easements	23
6.2	Right of Entry.....	24
6.3	Vegetation Management	24
6.4	Interference with Company's Gas Pipeline System.....	24
ARTICLE 7 – EXTENSION OF SERVICE		25
ARTICLE 8 – SERVICE CONNECTION		27
8.1	Company Responsibility and Liability	27
8.1.1	Continuous Supply	27
8.1.2	Interruption	27
8.1.3	Reasonable Efforts.....	28
8.1.4	Company Liability	28
8.1.5	Force Majeure	29
8.1.6	Provision for Customer Information to the Retailer.....	29
8.2	Customer Responsibility and Liability	29
8.2.1	Customer Responsibility for Facilities	29
8.2.2	Customer Liability.....	29
8.2.3	Service Calls	30
8.3	Interference with the Company's Property	30
8.4	Unauthorized Use.....	30

Terms and Conditions for Distribution Service Connections



8.5	Termination by Company	31
8.6	Multiple Dwellings.....	32
8.7	Mobile Homes	32
8.8	Standard Delivery Pressure.....	32
ARTICLE 9 – METERS.....		33
9.1	General Requirements	33
9.2	Installation and Maintenance of Meters	33
9.3	Meter Test and Adjustments.....	33
ARTICLE 10 – RENDERING AND PAYMENT OF BILLS.....		34
10.1	Reading and Estimates	34
10.2	Billing Delivery Charges to Retailer/DSP	36
10.3	Payment of Customer Directly to the Company	36
10.4	Late Payment Charge.....	37
10.5	Dishonored Cheque Fee	37
10.6	Adjustment of Bills.....	37
10.6.1	Billing Error.....	37
ARTICLE 11 – CHANGE IN SERVICE CONNECTION		38
11.1	Prior Notice by Customer	38
11.2	Changes to Company Facilities	39
11.3	Relocation of Company Facilities.....	39
ARTICLE 12 – SERVICE DISCONNECTS, REINSTATEMENT AND REMOVAL		39
12.1	Disconnection.....	39
12.1.1	Termination by Customer	39
12.1.1A	Temporary Disconnection.....	40
12.1.1B	Permanent Disconnection	40
12.1.2	Disconnection at Request of Retailer/DSP	41
12.1.3	Disconnection by the Company	41
12.2	Reinstate Service	42

Terms and Conditions for Distribution Service Connections



Page 5 of 48
Effective April 1, 2013
Previously Effective February 14, 2013

12.3 Removal of Facilities	42
SCHEDULE C – NON-DISCRETIONARY CHARGES	43
SCHEDULE D – CUSTOM SERVICE LETTER AGREEMENT	46



ARTICLE 1 – PREAMBLE

In accordance with the provisions of the Gas Utilities Act (“GUA”) and the Regulations made there under (“Regulations”), ATCO Gas an operating division of ATCO Gas & Pipelines Ltd. (“ATCO Gas”) in its role as a pipe owner will carry out the functions necessary to furnish natural gas facilities to Customers in its service area to enable Customers to purchase natural gas for that person's own use from a Retailer or Default Supply Provider (“DSP”). These Terms and Conditions are intended to govern the relationship between ATCO Gas and Customer(s) that require a Service Connection to the Company's Gas Pipeline System. These Terms and Conditions will also govern the relationship between ATCO Gas and Retailer(s), DSP's or any other person whom the Customer has assigned to act on its behalf in its dealings with ATCO Gas, regarding the provision of Gas Distribution Service on its Gas Pipeline System.

These Terms and Conditions serve as a companion to the Terms and Conditions for Distribution Access Service which are intended to enable Retailers/DSP's to acquire access to the Company's Gas Pipeline System for the purposes of allowing them to sell natural gas directly to Customers. A Customer may also act as a Self-Retailer by carrying out Retailer functions to obtain Gas Services solely for its own use.

The service provided by ATCO Gas 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 Gas 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, the Company's Natural Gas Rate Schedules or an application, contract or agreement for service, shall have the meanings set forth below:

"Act" means the *Gas Utilities Act*, R.S.A. 2000, c.G-5, as amended from time to time;

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

"AUC" means the Alberta Utilities Commission established under the *Alberta Utilities Commission Act*, S.A 2007. c. A-37.2, as amended from time to time;

"Automated Meter Reading Device" means a device attached to the meter used to collect meter readings from the meter. No customer information is collected through this device.

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

"Company" means ATCO Gas, an operating division of ATCO Gas and Pipelines Ltd. or its successor;

"Connected Load" means the sum of the capacities or ratings of the Energy consuming apparatus connected to a supplying system or any part of such system;

"Custom Service" means Gas Distribution Service that is not Standard Service;



"Customer" means a person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity) who consumes Gas in end-use at its location and is connected to the Company Gas Pipeline System;

"Customer Contribution" means the amount that the Customer must pay to the Company to install the Specific Facilities and/or Gas Pipeline Systems necessary to provide a Service Connection to the Customer;

"Customer Information" means the data specified in the Natural Gas Settlement System Code and includes without limitation Site Customer name, Site Customer telephone number, Site Customer mailing address, Site Contact name, Site Contact phone number and other safety related information required to provide safe Gas Distribution Service to Customers;

"Customer Usage Information" means information regarding the historical natural gas consumption as specified in Article 4.8.3 for Site Customers or AUC Rule 10 for Retailers/DSP

"Default Supply Provider" or "DSP" means a Gas Distributor or a person authorized by a Gas Distributor who provides Gas Services to Customers under rates, tolls or charges fixed by the AUC and terms or conditions fixed by the AUC;

"Distribution Access Service" means the service required to transport Gas to Customer(s) by means of a Gas distribution system. This service enables a Customer to obtain Gas supply service through Self-Retailing, from a Retailer or the DSP and is governed by the Terms and Conditions for Distribution Access Service;

"Energy" means natural gas energy (expressed in joules or sub-multiples or multiples thereof);



"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 gas supply, the intervention of federal, provincial, state or local government or from any of their agencies or AUC, 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;

"Gas" means all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

"Gas Distributor" means the owner, operator, manager or lessee of a gas distribution system as defined in the *Act*;

"Gas Distribution Service" means the service required to transport Gas to Customer(s) by means of a Gas Pipeline System and includes any services the Gas Distributor is required to provide by the AUC or is required to provide under the *Act* or Regulations made thereunder;

"Gas Distribution Tariff" means the rates, tolls or charges fixed by the AUC and the terms and conditions fixed by the AUC, for Gas Distribution Service;

"Gas Pipeline System" means all those facilities owned or used by Company in the receipt, delivery, transportation, measurement and testing of Gas, (including, without limitation, transmission and distribution lines, regulators, meters, equipment and machinery);



"Gas Services" as defined in the *Act* means:

- (i) the Gas that is provided and delivered, and
- (ii) the services associated with the provision and delivery of the Gas, including:
 - (A) arranging for the exchange or purchase of the Gas,
 - (B) making financial arrangements to manage the financial risk associated with the price of Gas,
 - (C) arranging for Gas Distribution Service,
 - (D) arranging for delivery of Gas to the gas distributor's specified Point(s) of Receipt,
 - (E) storage,
 - (F) billing, collection and responding to customer billing inquiries,
 - (G) maintaining information systems, and
 - (H) any other services specified by the Minister by order as Gas Services;

"Load" means the amount of natural Gas delivered or required to be delivered at any specific point or points in the Gas Pipeline System;

"Lots" means two or more contiguous lots or parcels of land;

"Multiple Dwelling" means a residential dwelling unit in a building containing more than one residential dwelling unit, all of which share common services or facilities;

"Municipality" means a city, town, village, summer village, municipal district or specialized municipality, a town under the *Park Towns Act, R.S.A. 2000, c.P-2*, or a municipality formed by special Act, and includes a Metis Settlement;

"Natural Gas Service Agreement" means an agreement for the provision of a Service Connection pursuant to these Terms and Conditions, made between the Company and a Customer;



"Point of Delivery", for service by the Company to the Customer, means, unless otherwise specified in a Natural Gas Service Agreement, the outlet side of a meter;

"R3 Regulation" means the *Roles, Relationships and Responsibilities Regulation, A.R. 186/2003*, as amended from time to time;

"Rate Schedule" means a natural gas rate schedule prepared by the Company and approved by the AUC, as amended from time to time;

"Retailer" means a person who sells or provides retail Gas Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under the Company's Terms and Conditions for Distribution Access Service and includes Self-Retailers;

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

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

"Service Connection (Service Line or Extension of Service)" means the Specific Facilities required to physically connect the Customer's facilities to the Company's Gas Pipeline System to permit the Customer to obtain Gas Distribution Service;

"Service Line" means the section of the Gas Pipeline System from the boundary of the Customer's property which abuts the street or right of way in which the Company's distribution main is or will be situated to the meter on the Customer's premise;



"Single Family 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;

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

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

"Specific Facilities" means those facilities installed by the Company for the benefit of a particular Customer/Retailer/DSP which are connected to the Gas Pipeline System and are required to transport Gas.

"Standard Delivery Pressure" is 1.72 kPa

"Standard Service" is Gas Distribution Service whereby:

- (i) the Gas is delivered to the Customer at Standard Delivery Pressure, or at the Company's sole discretion, the prevailing operating pressure in the Gas Pipeline System at the Customer Site but with no guarantee of pressure greater than Standard Delivery Pressure, and,
- (ii) no additional Specific Facilities are required beyond those that would otherwise be required to accommodate the Customer Load at Standard Delivery Pressure. and
- (iii) annual consumption is less than 500,000 GJ .

2.2 Conflicts

- (a) If there is any conflict between a provision expressly set out in an Order of the AUC and these Terms and Conditions, the Order of the AUC 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 Natural Gas 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 Articles, 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 C – Non-Discretionary Charges
- Schedule D – Custom Service Letter Agreement

ARTICLE 3 – GENERAL PROVISIONS

3.1 AUC Approval

These Terms and Conditions have been approved by the AUC. The Company may amend these Terms and Conditions by filing a notice of amendment with the AUC. Included in the notice of amendment to the AUC shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendment. Any amendment to the Terms and Conditions will take effect 60 days after such notice is filed, unless the AUC otherwise directs.

3.2 Gas Distribution Tariff

The Gas Distribution Tariff is available for public inspection during normal business hours at the business offices of the Company and at the offices of the AUC and can be



accessed at the Company's website at: www.atcogas.com. These Terms and Conditions form part of the Gas Distribution Tariff.

3.3 Effective Date

These Terms and Conditions come into force as per the Effective Date shown on the cover page. Whenever the Company files a notice of amendment to these Terms and Conditions, or when the AUC approves an amendment to these Terms and Conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

3.4 Application of Terms and Conditions

- (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/DSP, Agent or any other person whom the Customer has assigned to act on its behalf in its dealings with the Company regarding the provision of Gas Services on its Gas Pipeline System.
- (b) The application for a Service Connection, the entering into a Natural Gas Service Agreement, the use by the Customer of a Service Connection to obtain Gas 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 whether or not the Customer has signed an application or contract for service.
- (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 AUC.



3.5 Ownership of Facilities

- (a) The Company remains the owner of all segments of the Gas Pipeline System and Specific Facilities necessary to provide a Service Connection to the Customer, unless an agreement between the Company and Customer specifically provides otherwise.

- (b) Payment made by Customers for costs incurred by the Company in installing any segment of the Gas Pipeline System and Specific Facilities does not entitle Customers to ownership of any such segment of the Gas Pipeline System and Specific Facilities, unless an agreement between the Company and the Customer specifically provides otherwise.

3.6 Fees and Other Charges

The Company will provide all standard service and custom service hereunder pursuant to the Gas Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in Schedule C and D herein. 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 Gas Distribution 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; the manner in which the Service Connection will be utilized; prepayment; and, any other information that may be required by the Company.



-
- (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 person of legal age may be required to accept responsibility for the Gas Distribution Service on the Customer's behalf.
- (b) For commercial and industrial Customers, written acceptance specifying the Customer has agreed to these Terms and Conditions must be received by the Company before construction of the Service Connection will proceed.

4.2.2 Application by Retailer/DSP or Other Person

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

4.3 Payment for Service Connection

- (a) Customers applying for Service Connections are required to prepay the charge / estimate.



-
- (b) The Customer will be required to pay the complete cost upon completion of the work, including where prepayment was based on an estimate.
 - (c) Customers owing money to the Company will be required to make full payment of all outstanding balances plus meet the conditions of (a) and (b) above.

4.4 Rejection of Application

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

- (a) when the Customer does not have currently in force all permits or other authorizations that may be required for the installation of the Service Connection as defined in section 4.6; or
- (b) when the Company determines that a previous account held by the Customer is in arrears with the Company; or
- (c) when the Customer fails to provide a payment as specified in Article 4.3; or
- (d) when the Company determines that the form of the Natural Gas 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) when 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) when the Customer has not, when requested by the Company to do so, provided a signed written application for a Service Connection or a signed Natural Gas Service Agreement; or
 - (g) when 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 Gas Pipeline System or equipment; or
 - (h) for any other reason rejection of the application is deemed necessary by the Company.

4.5 Natural Gas Service Agreement

- (a) A Customer may be required by the Company to sign a Natural Gas Service Agreement in respect of a Service Connection. The Natural Gas Service Agreement shall be signed by the Customer and not by its Agent.
- (b) In the absence of a signed Natural Gas 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, receipt and payment for Gas Distribution Service under the Company's applicable Rate Schedules and Terms and Conditions.
- (c) If any provision of the Customer's Natural Gas Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of its Natural Gas 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.



-
- (d) A contract for service is not assignable by the Customer without the prior written consent of the Company, which consent shall not be unreasonably or arbitrarily withheld.

4.6 Approvals

The Customer for a new, altered or relocated 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

- (a) Where the Company reasonably believes that a requested service will be temporary, it may require the Customer requesting the service to pay the Company in advance of a Service Connection, the estimated cost of Specific Facilities plus the estimated cost of installation and removal of Specific Facilities necessary for the desired service, less the value of the salvaged material.
- (b) Where the duration of service is to be less than one month, the Customer may be required to advance a sum of money equal to the estimated bill for service.

4.8 Information and Requirements for Service

4.8.1 Distribution Service Connections

Upon request, the Company shall provide to the Customer, information on the method and manner of making Service Connections. Such information may



include a description of the Service Connection available, the location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of Specific Facilities including Customer responsibility for Retailer/DSP enrollment prior to meter installation.

4.8.2 Distribution Access Service

For Customers requesting information on Distribution Access Service, the Company will:

- (a) make available notification and informational materials about competition and consumer choices;
- (b) make available the Company's Terms and Conditions for Distribution Access Service;
- (c) direct Customers to an external source where they may obtain information about customer choice. The Company is under no obligation to assure the accuracy of this information.

4.8.3 Customer Usage Information

- (a) The Company shall provide Customer Usage Information to a Customer upon request in relation to:
 - (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 for the requesting customer.
- (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 requests for Customer Usage Information by referencing the Site ID. All such requests shall be in writing and may be delivered via electronic mail (e-mail), facsimile (fax) or by standard mail.
 - (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) The information referred to in section (a) above will be provided by the Company at no cost for requests made once per year per account. The Company will assess a charge for additional Customer Usage Information requests as set forth in Schedule C hereof.

4.9 Application of Rate Schedules

- (a) The Company will make Customers aware of the various Rate Schedules under which the Company provides service to different Customer rate classes. The Company will endeavor to apply the applicable Rate Schedule which is most favorable to the Customer, providing the Rate Schedule applies to the service requested by the Customer, the Customer is eligible for the requested service, and that application of the requested Rate Schedule does not have an adverse impact on other Customers of the Company. The Company shall not be required to refund the difference in charges under different Rate Schedules for any past period during which the Customer did not request service under an alternate Rate Schedule that may have been available to such Customer.
- (b) Various riders and options are also applicable to the Gas Distribution Service as specified in the Rate Schedule approved from time to time by the AUC.



-
- (c) Subject to the above, where the Customer's service requirements change so that some other Rate 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 Rate Schedule, and the Company will change the Customer's billing accordingly.
 - (d) In each circumstance, the Company may perform an investment contribution calculation to determine whether any adjustments are required to the Customer's Contribution, as specified in Article 7, to recognize the different levels of company investment which apply to each Rate Schedule.
 - (e) In addition to payments for Gas Distribution Service, the Customer (or Retailer/DSP) is required to pay the Company the amount of any tax or assessment levied by any tax authority on Gas Distribution Service provided to the Customer.
 - (f) 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 AUC for resolution. This does not preclude the Customer from bringing the same dispute before the AUC. Switching will not be allowed before the AUC renders a decision.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

After the Customer has complied with the Company's application and payment requirements and has been accepted for Gas Distribution 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 the Company has received Retailer/DSP enrollment, the Company shall schedule that Site for Service Connection.



5.1 Customer Provided Facilities and Requirements

5.1.1 *Protection of the Company's Specific Facilities and Gas Pipeline Systems*

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the Specific Facilities and Gas Pipeline Systems to be installed upon the Customer's premises which may or may not include a dedicated meter room and an active telecommunications line for measurement equipment. 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 and foundations shall be in conformity with all applicable laws and regulations and shall be subject to the Company's specifications and approval.

5.1.2 *Compliance with Requirements and Use of Service Connection*

The Customer will ensure that its facilities comply with the applicable requirements and with any technical guidelines that may be issued from time to time by the Company or the applicable authority having jurisdiction.

5.1.3 *Extensions*

A Customer shall not, without the prior written consent of the Company, sell or otherwise permit any other person to use such Gas Distribution Service nor shall a Customer 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 Delivery.

ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO GAS PIPELINE SYSTEM

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 Gas Pipeline System required for a Service Connection to the Customer and the performance of all other obligations required to be performed by the Company hereunder.

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, de-energizing at request of Retailer/DSP, or removing the Company's Gas Pipeline System and for any other purpose incidental to the provision of a Service Connection and the Customer shall not prevent or hinder the Company's entry. In the event that any of the Company's Gas Pipeline System is situated within a Customer's premises, the Company may require that Customer to provide to it a key for the purpose of gaining access to such Gas Pipeline System. 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 repairs to the Company's Facilities.

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, reduce the risk of contact with, and allow access to the Company's Gas Pipeline System. The Company shall make reasonable efforts to notify the Customer before such work is performed.

6.4 Interference with Company's Gas Pipeline System

The Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the Company's Gas Pipeline System or result in non-compliance with applicable statutes, regulations, standards and codes. The Company shall not be liable for any damage to any structure or improvement erected, installed or placed in



contravention of these Terms and Conditions resulting from the maintenance of such gas line or service line.

ARTICLE 7 – EXTENSION OF SERVICE

The Company shall, in accordance with these Terms and Conditions, extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to an applicant who qualifies for Gas Distribution Service hereunder if the following conditions, or such of them as are applicable, are satisfied.

- (a) The applicant shall pay to the Company the costs set out in Schedule C (the Customer Contribution) for the service line from the boundary of the applicant's property which abuts the street or right of way in which the Company's distribution main is or will be situated to the meter on the applicant's premises ("service line").
- (b) Subject to clause (a) hereof, if the applicant's premises are situated in a Municipality which has a subsisting franchise agreement with the Company, the Company shall, without charges other than those payable under the applicable Rate Schedule, extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to the applicant provided that:
 - i. the Municipality has, at its expense, extended or will concurrently extend its water and sewer services to serve the premises of such applicant, and
 - ii. the Gas Distribution Service being requested by the applicant is Standard Service as defined by these Terms and Conditions.
- (c) In any case where clause (b) (i) hereof does not apply and clause (b) (ii) does apply, but subject always to clause (a) hereof, the Company shall extend its Gas Pipeline System for the purpose of providing Gas Distribution Service to an applicant subject to the following conditions:



-
- (i) The extension required to the Company's Gas Pipeline System, excluding the service line, does not exceed 50 metres in length, and an easement or right of way satisfactory to the Company is provided, or

 - (ii) If the aforesaid extension exceeds 50 metres in length, the applicant has paid to the Company the amount, if any by which the total estimated costs of such extension exceed the amount which the Company estimates it will receive from the applicant for the first three years of Gas Distribution Service to the applicant excluding, however, amounts to be received in respect of revenue tax, property tax, federal excise tax, or any other federal or provincial tax other than income tax; provided that the Company may, at its option, accept in lieu of such payment the written undertaking of the applicant to pay such amount in such manner, upon such terms and over such period of time as is specified by the Company.

 - (d) (1) If an applicant requests that the Company extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to two or more contiguous lots or parcels of land (hereinafter called "Lots"), and if clause (b) (i) hereof does not apply thereto, the Company shall, in accordance with these Terms and Conditions, extend its Gas Pipeline System as requested provided that:
 - (i) the applicant pays in respect of each Lot the costs referred to in clause (a) hereof; and

 - (ii) the applicant pays the estimated costs of such extension (which payment, for the purposes of clause (c) (ii) hereof, shall be divided by the number of such Lots to determine the Individual Lot Payment).



-
- (2) If permanent Gas Distribution Service to any such Lot commences to be taken within five years of such service being available, the Company shall, upon application by the applicant or his assignee, refund the Individual Lot Payment less any amount which would have been payable if clause (c) or (d) hereof would have otherwise applied.
- (e) In any case where clause (b) (ii) does not apply, but subject always to clause (a) hereof, the Company shall extend its Gas Pipeline System for the purpose of providing Gas Distribution Service to an applicant subject to the Applicant executing a Custom Service Letter Agreement in the form attached to these Terms and Conditions as Schedule D.

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 Gas Distribution Service to its Customers, but the Company cannot guarantee an uninterrupted natural gas 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 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 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 any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Customers. 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 Provision of Customer Information to the Retailer

The Company will notify the Retailer/DSP of customer information and/or activities in situations where it is known or suspected that the customer is vulnerable or where the Company and/or the Retailer/DSP are being adversely affected by the customer's actions.

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 Delivery, except Specific Facilities owned by the Company. The Customer shall be responsible for any destruction of or damage to the Company's Specific 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

The Customer shall be solely responsible for and comply with the regulations regarding the installation, condition and maintenance of all piping, equipment,



and apparatus on the Customer's side of the Point of Delivery, and 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 piping, equipment and apparatus on the customer's side of the Point of Delivery and the use made by the Customer of gas supplied by the Company, so long as such injury or damage is not caused by the negligence of the Company.

8.2.3 Service Calls

The Company may require a Customer to pay the actual costs of a service call if the source of the problem is the Customer's own 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, energize, operate, or maintain meters, equipment and other facilities owned by the Company without Company permission. 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 or equipment tampering, unauthorized connection or reinstatement, theft, fraud, intentional or unintentional use of Energy whereby the Company is denied full compensation for Gas Distribution Services provided, the Company will bill the Retailer/DSP for the Company's estimate of energy for such unauthorized use and require Customer prepayment for any repairs, damages and 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 Termination by Company

- (a) If a Customer violates any of these Terms and Conditions, or tampers with any of the Company's Gas Pipeline System or permits its service piping, or equipment connected thereto to become, in the opinion of the Company, hazardous, or neglects to pay the charges for Gas Distribution Service due to the Company at any of the times fixed for the payment thereof, or refuses to provide entry for company meter readings, or violates the provision of any contract or Rate Schedule applicable, or increases its Customer Load without the permission of the Company, or makes fraudulent use of the Company's Gas Distribution Service, the Company, or anyone acting under its authority, may, without prejudice to any other right or remedy which it may have against the Customer, on giving forty-eight (48) hours notice to the customer, disconnect the Gas Distribution Service from its system. Notwithstanding the foregoing, if, in the opinion of the Company, the condition of the Customer's piping or equipment attached thereto is so hazardous as not to safely permit the giving of notice, no notice shall be required. The Customer shall, notwithstanding the discontinuance of Gas Distribution Service, be liable for and pay to the Company all charges for Gas Distribution Service supplied up to the time of such discontinuance.
- (b) When a contract for service is terminated by a Customer and a new application for service has not been received by the Company, the Company shall discontinue the Gas Distribution Service to the premises.
- (c) If the piping or equipment described in (a) above is found to be hazardous or non-compliant, the Company, at its discretion, may choose to disconnect or shut off only that portion or piece of equipment which is in violation, in order to maintain Gas Distribution Service to the remaining Customer facilities. The Company will report these incidences to the Authority having jurisdiction as per the Regulations made under the Act.



8.6 Multiple Dwellings

- (a) Each individual unit within a multiple dwelling will be served as a separate Point of Delivery, unless the Company agrees otherwise.
- (b) Where the Company and a Customer have agreed that Gas Distribution Service to a Multiple Dwelling shall be delivered through a single Point of Delivery, the applicable Rate Schedule will apply to the Gas Distribution Service in which case resale shall be permitted only under and subject to a contract in writing entered into between the Company and the Customer.

8.7 Mobile Homes

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

8.8 Standard Delivery Pressure

Customer requests for service beyond the standard utilization pressure of 1.72 kPa may be required to pay a non-refundable contribution for the installation, administration and maintenance of the equipment required to comply with the request. The Company will meet the peak flow requirements of the Customer (as signed up) at the standard delivery pressure.



ARTICLE 9 – METERS

9.1 General Requirements

The Customer shall authorize the Company to connect, verify, maintain and exchange automated meter reading and/or monitoring equipment for the purpose of transmitting and collecting meter reading information. The Customer shall permit the Company to perform meter reading using automated monitoring equipment. The Company shall comply with the regulations of the authority having jurisdiction with regard to measurement equipment and devices. If Customer requests removal of automated monitoring equipment, the Company will charge the fee as per Schedule C.

9.2 Installation and Maintenance of Meters

The Company shall provide, install and maintain all necessary regulators and meters necessary for measuring the natural gas supplied to each Customer. Unless impractical, meters shall be installed on the outside of the premises, and in any case the location shall be subject to the approval of the Company so as to permit safe and convenient access, such approval not to be unreasonably withheld.

9.3 Meter Test and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time.
- (b) At the request of Measurement Canada or an accredited agency as may, from time to time, be designated for this purpose, the Company shall arrange for a meter to be removed and tested by an official designated for that purpose. The Company will direct customers wishing to dispute the meter to Measurement Canada.
- (c) If a test determines that the meter is not accurate within the limits set by government standards, the Retailer's/DSP bill will be adjusted accordingly. 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. The Company shall not be liable to the Customer or Retailer/DSP for any additional costs that are associated with such metering or meter reading errors.

- (d) The Company reserves the right to assess a charge to the Customer or Customer's Retailer/DSP at the time of a meter test. This charge is reimbursed in circumstances when the meter tested is found to be faulty.

- (e) If any appliance of a Customer connected to the Company's Gas Distribution Service prevents or impedes the meter from accurately recording the total amount of Energy supplied, the Company may forthwith disconnect the Gas Distribution Service, or disconnect such appliance from the Gas Distribution Service and shall, in either case, estimate the amount of Energy consumed and not registered, as accurately as it is able to do so, together with any costs incurred by the Company in disconnecting such Gas Distribution Service, or appliance, and repair any damage to the Company's Gas Pipeline System as the case may be. The Retailer's/DSP bill will be adjusted accordingly for the estimated amount of energy.

ARTICLE 10 – RENDERING AND PAYMENT OF BILLS

10.1 Meter Reading and Estimates

Meter Reading:

- (i) The Company shall determine the method of meter reading collection for its meters and equipment.

- (ii) Where the Company has determined the method of collection is through an automated meter reading device and the Customer refuses to allow installation, the Company will attempt Company meter readings every six months. The Customer will be charged for each meter reading attempt as



stated in Schedule C through the monthly tariff bill sent to the Retailer/DSP. At all other times, the meter readings used for monthly billing to the Retailer/DSP will be estimates.

- (iii) Where the Customer requests the removal of an automated meter reading device, the Company will remove the device and will apply the appropriate fee as stated in Schedule C. In addition, the Company will attempt Company meter readings every six months. The Customer will be charged for each meter reading attempt as stated in Schedule C through the monthly tariff bill sent to the Retailer/DSP. At all other times, the meter readings used for monthly billing to the Retailer/DSP will be estimates.
- (iv) In any event the Company will require a meter reading twice per year or as directed by Measurement Canada or such other Regulatory requirement.
- (v) In the event that there is a discrepancy between the mounted meter index and a meter monitoring or automated meter reading device, the mounted meter index reading will be deemed to be correct.
- (vi) The Company will assess a charge to the Customer or Customer's Retailer/DSP for additional reads above the Company's standard practices as well as in situations where a Customer has refused to allow an automated meter reading device to be installed. This charge is defined in Schedule C hereof.
- (vii) The Company shall keep an accurate record of all meter readings for the purpose of billing the Gas Distribution Services provided.
- (viii) The Company may elect to change the meter reading schedule for a site, providing advance notice to the Retailer/DSP as defined by Rule 004.



-
- (ix) The Company is not required to accept Customer meter readings. Where Customer meter readings are provided, the Company reserves the right to decline the use of the Customer meter reading based on specific criteria.

10.2 Billing Delivery Charges to Retailer/DSP

- (i) Billing to the Retailer/DSP will be based on meter readings made by the Company or on estimates for those billing periods when the meter is not read. The Company will issue billing to the Retailer/DSP in accordance with Rule 004.
- (ii) Bills shall be rendered in accordance with the Rule 004..
- (iii) Failure to receive a bill shall not release the Customer or the Retailer/DSP from its obligation to pay the same.

10.3 Payment of Customer directly to the Company

- (a) The payments for service provided to the Customer under the Rate Schedule and these Terms and Conditions (and collected by the Retailer, if applicable) shall commence on 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.
- (b) 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 provided by the Customer or Retailer/DSP for service. 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 Rate Schedule.

- (c) The Customer shall pay to the Company, on or before the 15th Business Day following the statement date, the amount invoiced by the Company and payable not later than the day shown upon the bill as the “due date”.
- (d) The Company may refuse to accept payment on a Customer's account when payment by cheque is drawn on a form other than a bank cheque form. In the event the Company accepts payment by cheque drawn on any other form, the Customer shall be liable for and pay to the Company all charges and costs incurred to process the cheque. The Company follows the Bank of Canada rules and regulations of currency acceptance limitations.

10.4 Late Payment Charge

Any amount owing for service and not paid by the due date shown on the bill shall be subject to a late payment charge in accordance with the Rate Schedule, all of which will be due and payable forthwith after the due date.

10.5 Dishonored Cheque Fee

The Company reserves the right to assess a service charge to the Customer, or the Customer's Retailer/DSP, in respect of any cheque returned by the Customer's bank for any reason as defined in Schedule C hereto.

10.6 Adjustment of Bills

10.6.1 Billing Error

Should the Customer or the Retailer/DSP dispute any amount owing, the Customer or Retailer/DSP shall nonetheless pay such disputed amount and



subject the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, the Company will return any amount found owing to the Customer or Retailer/DSP forthwith. The right or ability of either party to dispute a bill for service provided hereunder shall only apply to bills rendered during a period of two (2) years prior to the date of a written notice of such dispute. The Company may assess a charge to the Customer or Retailer/DSP for reviewing billing disputes, in circumstances where the Company has not been responsible for any billing error as established in Schedule C hereof.

ARTICLE 11 – CHANGE IN SERVICE CONNECTION

11.1 Prior Notice by Customer

- (a) A Customer shall give to the Company reasonable written notice prior to any change in Gas Distribution Service requirements, including any change in Load to enable the Company to determine whether or not it can supply such revised Gas Distribution Service without changes to its Gas Pipeline System. A Retailer/DSP, 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/DSP or Agent, the Company may, at its option, require such notice directly from the Customer. The Company shall not be obligated to supply to any Customer any Load in excess of that originally agreed to by the Company.

- (b) The Customer shall not change its requirement for a Gas Distribution Service without the Company's written permission. The Customer shall be responsible for all damage caused to the Company's Gas Pipeline System as the result of the Customer changing its requirements for a Gas Distribution Service without the Company's permission.



11.2 Changes to Company Facilities

If a change in a Customer's Load would require changes to the Company's Gas Pipeline System, that Customer may be required to pay the Company's costs of such changes other than those costs which the Company would have borne upon accepting an application to serve an increased Load in the first instance. In any event, that Customer shall pay the Company's capital cost, less depreciation, of existing Specific Facilities which would be removed as a result of such Load change, together with the estimated cost of removing the same less the estimated salvage value, if any, thereof.

11.3 Relocation of Company Facilities

In any case in which the Company is requested to relocate any of its Gas Pipeline System, including service lines, regulators and meters, or to install a remote meter index or automated meter reading device, the person requesting such relocation or installation may be required to pay the costs set out in Schedule C for so doing, and shall, if requested by the Company, pay the same in advance of the Company undertaking such relocation or installation. Any relocation shall be subject to the provisions of these Terms and Conditions. Any installation of a remote meter index or meter monitoring device shall be subject to these Terms and Conditions. The Company reserves the right, at its expense, to relocate regulators or meters for operating convenience.

ARTICLE 12 – SERVICE DISCONNECTS, REINSTATEMENT AND REMOVAL

12.1 Disconnection

12.1.1 Termination by Customer

Unless precluded by contract or industry rules from so doing, the Customer and/or Retailer /DSP may, at any time, give to the Company five (5) Business Days notice of termination of Gas Distribution Service. Upon receipt of such notice, the Company may read the meter attached to such Gas Distribution Service, and Customer and or Retailer/DSP shall pay for all Gas Distribution Service supplied prior to such reading. In the event that Company is unable to



read the meter upon receipt of Customer or Retailer/DSP notice of termination, the charge for Gas Distribution service supplied shall be based on an estimated meter reading which will be prorated from the time of an actual meter reading.

12.1.1A Temporary Disconnection

Upon the request of the Customer and or Retailer/DSP, the Company shall temporarily disconnect any Service Connection provided:

- (a) Upon the Retailer/DSP request to restore service the Customer or the Customer's Retailer/DSP will be responsible for and pay any applicable charges outlined under Article 12.2.
- (b) If the Service Connection remains disconnected for greater than six (6) months, the facilities located downstream of the meter outlet are subject to retest as prescribed by the authority having jurisdiction.
- (c) After six (6) months of service disconnection, ATCO Gas reserves the right to remove the meter.
- (d) If the Service Connection remains disconnected for greater than twelve (12) months, it will be considered permanently disconnected and administered as per Article 12.1.1B herein.

12.1.1B Permanent Disconnection

- (a) If the Customer requests the Service Connection to be permanently disconnected, the Customer or Retailer/DSP billing for that service will be finalized. At the discretion of the Company, the Retailer/DSP will be allowed to remove the Customer from the account and the Gas Pipeline System provided by the Company may be removed.



-
- (b) If within three (3) years of permanent disconnection the Customer requests the Service Connection be restored, the Customer or the Customer's Retailer/DSP must pay all the costs associated with the original disconnection, removal of the Gas Pipeline System and restoration of service.

12.1.2 Disconnection at Request of Retailer/DSP

In accordance with sub-section 5(1) of the R3 Regulation and the NGSSC, the Retailer/DSP shall have the right to request that the Company disconnect service to a particular Customer and/or Site, and Company shall comply with that request, unless such action is inconsistent with Schedule B of the Company's Terms and Conditions for Distribution Access Service.

12.1.3 Disconnection by the Company

- (a) The Company reserves the right to disconnect Gas Distribution Service to the Site in a number of circumstances, including, but not limited to: failure to provide access at least once per year for meter reading; threats or harassment of employees or agents of the Company; 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; refusal of the Customer to allow change in facilities or equipment, or the Customer failing to meet its obligations under these Terms and Conditions or the Natural Gas Service Agreement.

If a Customer notifies the Company to remove the meter, or permanently disconnect service, the Company will complete the request and subsequently notify the Customer's Retailer/DSP.

- (b) If the disconnect is a result of a safety violation, the Company will reinstate the service when the safety problem is resolved and when the Customer has prepaid all costs associated with repair, damage or



restoration of service, and addressed prevention of such damage, interference or disturbance and upon receipt of Retailer/DSP authorization where required. The Company may assess a reinstatement charge to the Retailer/DSP as set forth in Schedule C hereof.

12.2 Reinstatement Service

This section applies when the Company is asked to reinstate or restore Gas Distribution Service to a Customer whose Gas Distribution Service was discontinued (whether or not at the request of the Customer, the Customer's Retailer/DSP or the Company).

Before reinstating or restoring service, the Customer or the Customer's Retailer/DSP must ensure facilities downstream of the meter conform to the requirements of the authority having jurisdiction and shall pay:

- (a) any amount owing to the Company including written off accounts;
- (b) any damages or replacement costs owed to the Company
- (c) a reinstatement charge as defined in Schedule C.

12.3 Removal of Facilities

Upon termination of Gas Distribution Service, the Company shall be entitled to remove any of its Gas Pipeline System or Specific Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose. The Customer may be required to pay the actual cost of removal.



SCHEDULE C – Non-Discretionary CHARGES

1.0 APPLICABILITY

Applicable to every Customer and Retailer/DSP within the Company's service area. The service charges outlined herein are also outlined in the Company's Terms and Conditions for Distribution Access Service. This is done to ensure the Customer (or Retailer/DSP) is aware of the charges that may apply whether they are reviewing this set of Terms and Conditions or the other. However, the listing of these charges in both sets does not entitle the Company to recovery of these charges under each Terms and Conditions.

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:



SCHEDULE C
NON DISCRETIONARY CHARGES
Effective April 1, 2013

1. **SERVICE LINES:** Applicable to all services except those eligible for grants under the Rural Gas Act.

1.1 Pipe Installation:

ATCO Gas (North)		
Service Line Diameter	Summer	Winter
15.9 mm or 26 mm (up to and including 15 metres)	\$875	\$1,129
Linear charge for length over 15 metres	\$48/metre	\$65/metre
42.2 mm or 60.3 mm (up to 15 metres)	\$1,159	\$1,515
Linear charge for length over 15 metres	\$67/metre	\$91/metre
Greater than 60 mm	Contract Price	Contract Price
Credit for provision of service line trench in 4-party installation	\$41	\$203

ATCO Gas (South)		
Service Line Diameter	Summer	Winter
15.9 mm or 26 mm (up to and including 15 metres)	\$631	\$824
Linear charge for length over 15 metres	\$32/metre	\$45/metre
42.2 mm or 60.3 mm (up to 15 metres)	\$1,159	\$1,515
Linear charge for length over 15 metres	\$67/metre	\$91/metre
Greater than 60 mm	Contract Price	Contract Price
Credit for provision of service line trench in 4-party installation	\$41	\$203

Notes:

1. Winter and Summer conditions are determined by the ATCO Gas representative on site. Typically winter conditions are 150mm or more of frozen ground conditions and / or 300mm or more of snow cover. If construction occurs within the winter construction season as determined by ATCO Gas, winter construction rates will apply.
2. The customer will be charged for the Primary Service line from the property line to the Gas Meter location when the main is located outside the customer's property.
3. The customer will be charged for the Primary Service line from the edge of easement to the Gas Meter location when the main is located in an easement within the customer's property.

:



Page: 45 of 48
Effective: April 1, 2013
Previously Effective March 1, 2013

-
- 1.2 Mobilization Charge:** A mobilization charge of \$203.00 will be levied for each additional site visit required when a site with an inspector confirmed site ready date does not meet ATCO Gas requirements for service line installations upon arrival of the service installation crew
- 1.3 Pavement and Concrete Breaks:** Contract Price. Applicant responsible for settlement and permanent repair
- 1.4 Crossings:** Including highway, railroad, road, pipeline, canal - Contract Price
- 1.5 Compaction:** Contract Price
- 1.6 Shallow Utility Crossings:** Contract Price
- 1.7 Waste Removal:** Contract Price
- 2. COMPANY RURAL INVESTMENT:** "three times net revenue"
- 3. REINSTATEMENT CHARGE/AMR REMOVAL FEE:**
- a. Residential (not before 8am of the next business day) - \$117.00
 - b. Residential (before 8am of the next business day) - \$275.00
 - c. Non-Residential (not before 8am of the next business day) - Contract Price (minimum \$117.00)
 - d. Non-Residential- (before 8am of the next business day) - Contract Price (minimum \$275.00)
- 4. METER RELOCATIONS**
- 4.1 Single Family Dwelling:** Inside to outside – No direct ATCO Gas charges if viewed as required by ATCO Gas. Customer may be responsible for permitting fees and site clean up. All other moves at Contract Price.
 - 4.2 Other:** Contract Price
- 5. ALTERATIONS, RELOCATIONS AND REPLACEMENT -** Contract Price
- 6. SERVICE CALL FOR PROBLEMS CAUSED BY CUSTOMERS -** Contract Price including estimated cost of lost gas
- 7. TEMPORARY SERVICE –** Contract Price
- 8. SPECIAL METER READ FEE:** \$107.00
- 9. METER DISPUTE FEE:**
- a. Residential - \$112.00
 - b. Non-Residential - Contract Price (minimum \$112.00)
 - c. Customer Usage Information Fee will apply as required.
- 10. DISHONOURED CHEQUES:** \$31.00
- 11. CUSTOMER USAGE INFORMATION:** Contract Price
- 12. PROVISION OF CUSTOMER INFORMATION TO THE COMPANY:** Contract Price
- 13. BILLING ERROR:** Contract Price

NOTE: All charges in Schedule C are subject to GST except the "Dishonored Cheque" charge.



Page: 46 of 48
Effective: April 1, 2013
Previously Effective February 14, 2013

SCHEDULE D - CUSTOM SERVICE LETTER AGREEMENT

Date _____

Attention: _____

Dear _____:

Re: Custom Service Request for _____

Further to the Custom Service request submitted by _____ to the location described below, ATCO Gas confirms its ability to provide such Custom Service subject to the conditions contained in this Agreement.

1.0 Location

Custom Service is to be provided at the following location _____

2.0 Custom Service Requested

_____ confirms that the Custom Service requested is as following:

Maximum Daily Volume (GJ) _____
Minimum Delivery Pressure (kPa) _____
Maximum Hourly Flow Rate (GJ/hr) _____
Other _____

3.0 ATCO Gas Investment

The amount of ATCO Gas Investment for the Specific Facilities is contingent on the Customer's Contract Demand, the applicable High Use Rate and the Term of this Agreement. ATCO Gas Investment will be no greater than to the net present value of the revenue during the Term of this Agreement discounted at a rate equal to ATCO Gas' weighted average costs of capital (WACC).

Where "revenue" is defined as the revenue per customer as determined by the approved PBR formula for the corresponding rate group, while the company is operating under an approved PBR Plan. Should the company be operating under cost of service regulation, revenue is defined as the revenue generated by existing rates based on expected customer usage or demand.

Terms and Conditions for Distribution Service Connections



Page: 47 of 48
Effective: April 1, 2013
Previously Effective February 14, 2013

For the purposes of this Custom Service Letter Agreement and based on the Contract Demand of _____ and the Term of the Agreement as specified below, the ATCO Gas Investment is as shown below.

4.0 Specific Facilities

The following facilities (the "Specific Facilities") are required to provide Custom Service as specified in Section 2.0 of this Agreement at the location specified in Section 1.0 of this Agreement:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Total Estimated Cost of Specific Facilities: \$ _____

5.0 Term of Agreement

_____ agrees that the term of this Agreement will be for _____ years commencing on _____.

6.0 Customer Contribution

Customer Contribution is defined as the difference between the estimated costs of the Specific Facilities as specified in Section 4.0 of this Agreement and any amount of ATCO Gas Investment as specified in Section 3.0 of this Agreement.

_____ agrees that the Customer Contribution for the Custom Service requested is as shown below.

7.0 Payment of Customer Contribution

Option 1

_____ agrees to pay for the Customer Contribution of _____ by _____. _____ agrees that no work shall commence until ATCO Gas has received the 50% of the Customer Contribution amount. The remaining 50% is due upon completion of the work, and prior to the commencement of Gas Distribution Service.

Option 2

Terms and Conditions for Distribution Service Connections



Page: 48 of 48
Effective: April 1, 2013
Previously Effective February 14, 2013

Subject to credit approval by ATCO Gas, _____ agrees to pay for the Customer Contribution amount on a monthly basis over the Term of the Agreement. The monthly payment will include return, income tax and depreciation costs.

_____ agrees to pay ATCO Gas on a monthly basis over the Term of the agreement the following amount shown below.

8.0 Prudential Requirements

_____ agrees to provide and comply with the prudential requirements specified by ATCO Gas below.

9.0 Rate Schedule and Terms and Conditions for Distribution Service Connections (DSC)

_____ agrees to pay for its Gas Distribution Service in accordance with the Company's Rate Schedules and Terms and Conditions for DSC as approved by the Alberta Utilities Commission.

10.0 Acceptance of Agreement

Upon receipt of an executed original of this Agreement and compliance with the terms of this Agreement, ATCO Gas will proceed with all required engineering design work, purchase of materials, construction work and installation of the facilities as outlined herein.

This agreement is subject to all applicable regulatory approvals and ATCO management approvals.

Sincerely,

ATCO Gas

ATCO Gas Representative

AGREED TO AND ACCEPTED
THIS _____ DAY OF _____

PER: _____

TITLE: _____

Terms and Conditions for Distribution Service Connections

DT – Schedule 1
Distribution Access Service Tariff
Effective April 1, 2013

RESIDENTIAL SERVICE	1
COMMERCIAL/INDUSTRIAL <50 KVA	2
COMMERCIAL/INDUSTRIAL 50 KVA TO <150 KVA	3
COMMERCIAL/INDUSTRIAL 150 KVA TO <5,000 KVA DISTRIBUTION-CONNECTED	5
PRIMARY COMMERCIAL/INDUSTRIAL 150 KVA TO <5,000 KVA DISTRIBUTION CONNECTED	7
COMMERCIAL/INDUSTRIAL GREATER THAN 5,000 KVA DISTRIBUTION-CONNECTED.....	9
DIRECT TRANSMISSION-CONNECTED	12
GENERATOR INTERCONNECTION DISTRIBUTION-CONNECTED	13
STREET LIGHTING SERVICE.....	15
TRAFFIC CONTROL	16
SECURITY LIGHTING SERVICE	17
LANE LIGHTING SERVICE.....	18
UNMETERED OPTION.....	19
SPECIAL FACILITIES CHARGE.....	20
TEMPORARY ADJUSTMENT	21
INTERIM ADJUSTMENT	23
TABLE 1: EDTI'S 2012 DISTRIBUTION TARIFF SCHEDULES	25
TABLE 2: VALUES REFERENCED IN SCHEDULE OF MISCELLANEOUS SERVICES	27



**RESIDENTIAL SERVICE
(2013 INTERIM RATE)**

Price Schedule DAS-R

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Energy Charge (per kWh)
Distribution	DAS-R1* \$0.48511	DAS-R2* \$0.00707

- The minimum daily charge is the Customer Charge.

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



Commercial/Industrial <50 kVA (2013 INTERIM RATE)

Price Schedule DAS- SC

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Energy Charge (per kWh)
Distribution	DAS-SC1* \$0.26947	DAS-SC2* \$0.01901

- The minimum daily charge is the Customer Charge.

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**Commercial/Industrial 50 kVA to <150 kVA
(2013 INTERIM RATE)**

Price Schedule DAS-MC

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (Per kVA per Day)	Energy Charge (per kWh)
Distribution	DAS-MC1* \$0.67515	DAS-MC2* \$0.12438	DAS-MC3* \$0.00363

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

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



Commercial/Industrial 50 kVA to <150 kVA (2013 INTERIM RATE)

Price Schedule DAS-MC (Continued)

Effective: April 1, 2013

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**Commercial/Industrial 150 kVA to <5,000 kVA
Distribution-Connected
(2013 INTERIM RATE)**

Price Schedule DAS-TOU

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)	Energy Charge (per kWh)	
			On-Peak	Off-Peak
Distribution	DAS-TOU1* \$25.04770	DAS-TOU2* \$0.06372	DAS-TOU3* \$0.00854	DAS-TOU4* \$0.00000

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

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



**Commercial/Industrial 150 kVA to <5,000 kVA
Distribution Connected
(2013 INTERIM RATE)**

Price Schedule DAS-TOU (Continued)

Effective: April 1, 2013

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**Primary Commercial/Industrial 150 kVA to <5,000 kVA
Distribution Connected
(2013 INTERIM RATE)**

Price Schedule DAS-TOUP

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)	Energy Charge (per kWh)	
			On-Peak	Off-Peak
Distribution	DAS-TOUP1* \$60.54807	DAS-TOUP2* \$0.05802	DAS-TOUP3* \$0.00858	DAS-TOUP4* \$0.00000

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

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



**Primary Commercial/Industrial 150 kVA to <5,000 kVA
Distribution Connected
(2013 INTERIM RATE)**

Price Schedule DAS-TOUP (Continued)

Effective April 1, 2013

Application

- 1) **Power Factor Correction** - where a Customer's power factor is found to be less than 90%, the Company may require the Customer to install corrective equipment

- 2) **Price Adjustments** - the following price adjustments (riders) may apply:
 - Local Access Fees (Rider LAF) - Note
 - Special Facilities Charge (Rider DE)
 - Temporary Adjustment (Rider DG)
 - Interim Adjustment (Rider DJ)

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



Commercial/Industrial Greater than 5,000 kVA Distribution-Connected (2013 INTERIM RATE)

Price Schedule DAS-CS

Effective: April 1, 2013

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

Price

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

Customer ID (A Customer may have several sites)	Daily Distribution Access Charge Values (Refer to the values associated with the Cell References in the Attached Table 1)
911xx	DAS-CS20 \$281.25
9016xx	DAS-CS21 \$1,379.41
Xxxxx	DAS-CS22 \$306.00
881xx	DAS-CS23 \$191.03
8834xx	DAS-CS24 \$276.34
950xx	DAS-CS25 \$319.80

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



942xx	DAS-CS26 \$478.49
8838xx	DAS-CS27 \$344.04
955xx	DAS-CS28 \$1,033.00
9019xx	DAS-CS29 \$372.45
887xx	DAS-CS30 \$99.48
8832xx	DAS-CS31 \$405.73
880xx	DAS-CS32 \$250.69
141xxx	DAS-CS33 \$185.91
900xx	DAS-CS34 \$314.89
896xx	DAS-CS35 \$1,587.36
477xx	DAS-CS37 \$138.93
2005xx	DAS-CS38 \$46.40
2012xx	DAS-CS39 \$114.96

Application

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

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



Interim Adjustment (Rider DJ)

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**Direct Transmission-Connected
(2013 INTERIM RATE)**

Price Schedule DAS-DC

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)
Distribution	DAS-DC1* \$7.05560

Application

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

- Local Access Fees (Rider LAF) – See Note
- Special Facilities Charge (Rider DE)
- Temporary Adjustment (Rider DG)
- Interim Adjustment (Rider DJ)

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**GENERATOR_INTERCONNECTION
Distribution-Connected
(2013 INTERIM RATE)**

Price Schedule DAS-DGEN

Effective: April 1, 2013

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

Price

- Charges for service in any one billing day shall be the sum of the Customer Charge and Other Charges defined below:

	Customer Charge (per Day)
Distribution	DAS-DGEN1* \$2.12205

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



GENERATOR INTERCONNECTION Distribution-Connected (2013 INTERIM RATE)

Price Schedule DAS-DGEN (Continued)

Effective: April 1, 2013

Price (Continued)

Capital Recovery Charges:

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

Application

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

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



STREET LIGHTING SERVICE (2013 INTERIM RATE)

Price Schedule DAS-SL

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)
Distribution	DAS-SL1* \$0.09418	DAS-SL2* \$0.27347

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



Traffic Control (2013 INTERIM RATE)

Price Schedule DAS-TL

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)
Distribution	DAS-TL1* \$0.09418	DAS-TL2* \$0.34023

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



**Security Lighting Service
(2013 INTERIM RATE)**

Price Schedule DAS-SEL

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)
Distribution	DAS-SEL1* \$0.09418	DAS-SEL2* \$2.51387

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



Lane Lighting Service (2013 INTERIM RATE)

Price Schedule DAS-LL

Effective: April 1, 2013

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

Price

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

	Customer Charge (per Day)	Demand Charge (per kW per Day)
Distribution	DAS-LL1* \$0.09418	DAS-LL2* \$0.16857

Application

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

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

* Refer to the values associated with the Cell References in the Attached Table 1.

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



Unmetered Option (2013 INTERIM RATE)

Unmetered Option

Effective: April 1, 2013

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

Price

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

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

Application

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

- Refer to the values associated with the Cell References in the Attached Table 1.

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



SPECIAL FACILITIES CHARGE

Rider E

Effective: April 1, 2013

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

Price

- The Facilities charge will be set out in a contract, negotiated between the customer and the Company, and will recover the revenue requirement of the applicable facilities. The revenue requirement will be calculated on a rate base of net book value and will include Return, Depreciation, and Operations and Maintenance costs.

Application

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

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



TEMPORARY ADJUSTMENT

Rider DG

Effective: April 1, 2013

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

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

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

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



TEMPORARY ADJUSTMENT

Rider DG

Effective: April 1, 2013

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

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

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



INTERIM ADJUSTMENT

Rider DJ - DAS True-up Rider

Effective: April 1, 2013

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

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

* See schedule below for Rider DJ charges for CS Sites

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



INTERIM ADJUSTMENT

Rider DJ - DAS True-up Rider

Effective: April 1, 2013

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

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

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



**Table 1: EDTI's 2013 Distribution Tariff Schedules
(2013 INTERIM RATE)**

Rate Class	New Cell Reference	Interim Rate	Description
Residential	DAS-R1	\$0.48511	per site per day
Residential	DAS-R2	\$0.00707	/kWh of Energy at the Meter
< 50kVA	DAS-SC1	\$0.26947	per site per day
< 50kVA	DAS-SC2	\$0.01901	/kWh of Energy at the Meter
50 to 149 kVA	DAS-MC1	\$0.67515	per site per day
50 to 149 kVA	DAS-MC2	\$0.12438	per kVA per Day
50 to 149 kVA	DAS-MC3	\$0.00363	/kWh of Energy at the Meter
150 to 4999 kW	DAS-TOU1	\$25.04770	per site per day
150 to 4999 kW	DAS-TOU2	\$0.06372	per kW per Day
150 to 4999 kW	DAS-TOU3	\$0.00854	/kWh of On-Peak Energy at the Meter
150 to 4999 kW	DAS-TOU4	\$0.00000	/kWh of Off-Peak Energy at the Meter
Direct Connects to T.A.	DAS-DC1	\$7.05560	per site per day
150 to 4999 kW - Primary	DAS-TOUP1	\$60.54807	per site per day
150 to 4999 kW - Primary	DAS-TOUP2	\$0.05802	per kW per Day
150 to 4999 kW - Primary	DAS-TOUP3	\$0.00858	/kWh of On-Peak Energy at the Meter
150 to 4999 kW - Primary	DAS-TOUP4	\$0.00000	/kWh of Off-Peak Energy at the Meter
> 5000 kW - Primary	DAS-CS20	\$281.25	Daily Distribution Access Charge - 1 - 911xx
> 5000 kW - Primary	DAS-CS21	\$1,379.41	Daily Distribution Access Charge - 2 - 9016xx
> 5000 kW - Primary	DAS-CS22	\$306.00	Daily Distribution Access Charge - 4 - xxxxx
> 5000 kW - Primary	DAS-CS23	\$191.03	Daily Distribution Access Charge - 5 - 881xx
> 5000 kW - Primary	DAS-CS24	\$276.34	Daily Distribution Access Charge - 6 - 8834xx
> 5000 kW - Primary	DAS-CS25	\$319.80	Daily Distribution Access Charge - 8 - 950xx
> 5000 kW - Primary	DAS-CS26	\$478.49	Daily Distribution Access Charge - 9 - 942xx
> 5000 kW - Primary	DAS-CS27	\$344.04	Daily Distribution Access Charge - 11 - 8838xx
> 5000 kW - Primary	DAS-CS28	\$1,033.00	Daily Distribution Access Charge - 13 - 955xx
> 5000 kW - Primary	DAS-CS29	\$372.45	Daily Distribution Access Charge - 15 - 9019xx
> 5000 kW - Primary	DAS-CS30	\$99.48	Daily Distribution Access Charge - 16 - 887xx
> 5000 kW - Primary	DAS-CS31	\$405.73	Daily Distribution Access Charge - 17 - 8832xx
> 5000 kW - Primary	DAS-CS32	\$250.69	Daily Distribution Access Charge - 18 - 880xx
> 5000 kW - Primary	DAS-CS33	\$185.91	Daily Distribution Access Charge - 20 - 141xxx
> 5000 kW - Primary	DAS-CS34	\$314.89	Daily Distribution Access Charge - 21 - 900xx
> 5000 kW - Primary	DAS-CS35	\$1,587.36	Daily Distribution Access Charge - 22 - 896xx
> 5000 kW - Primary	DAS-CS37	\$138.93	Daily Distribution Access Charge - 29 - 477xx
> 5000 kW - Primary	DAS-CS38	\$46.40	Daily Distribution Access Charge - 30 - 2005xx
> 5000 kW - Primary	DAS-CS39	\$114.96	Daily Distribution Access Charge - 31 - 2012xx
Street Lights	DAS-SL1	\$0.09418	per site per day
Street Lights	DAS-SL2	\$0.27347	per kW per Day
Traffic Lights	DAS-TL1	\$0.09418	per site per day

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



Rate Class	New Cell Reference	Interim Rate	Description
Traffic Lights	DAS-TL2	\$0.34023	per kW per Day
Lane Lights	DAS-LL1	\$0.09418	per site per day
Lane Lights	DAS-LL2	\$0.16857	per kW per Day
Security Lights	DAS-SEL1	\$0.09418	per site per day
Security Lights	DAS-SEL2	\$2.51387	per kW per Day
Distribution Connected Generator	DAS-DGEN1	\$2.12205	per site per day

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

**Table 2: Values Referenced in Schedule of Miscellaneous Services
(INTERIM 2013 RATE)**

Rate Class	Cell Reference	Value	Description	Services
	MMS-A1	\$12.04 per site	Off-Cycle Meter Reads	Metering Services
	MSS-B1	\$101.71 per hour	Retailer Request Settlement Service	Settlement Services
	MSS-D1	\$101.71 per report	Settlement Diagnostic Report Not Required by Alberta Settlement System Code	Settlement Services
	MDTS-A1	\$101.71 per hour	Retailer Request Service	Distribution and Transmission Tariff Services
	MDOS-1	\$92.26	Emergency Meter Installation/Service Connection	Distribution Operation Services
	MDOS-2-1	\$183.08 plus the construction cost to supply the service	Temporary Set Up of Power Service	Distribution Operation Services
	MDOS-3-1	No Charge	De-Energize Service (including the sealing of a meter or disconnecting a service at the pole)	Distribution Operation Services
	MDOS-4-1	No Charge	Install/Remove Current Limiter	Distribution Operation Services
	MDOS-5-1	No Charge	Remove Meter and Service	Distribution Operation Services
	MDOS-6-1	\$3,692.07	Upgrade to an Interval Meter	Distribution Operation Services
	MDOS-7-1	At Customer's Cost	Perform Meter Check/Testing and Meter Proves Functioning	Distribution Operation Services
	MDOS-7-2	No Charge	Perform Meter Check/Testing and Meter Proves Unfunctioning	Distribution Operation Services
	MDOS-8-1	At Customer's Cost	Upgrade Security Light Equipment	Distribution Operation Services
	MDOS-9-1	\$48.15	Standard Connection Fee	Distribution Operation Services
	MDOS-10-1	\$145.45	URD Site Construction Overload Outage Response Fee	Distribution Operation Services
	MDOS-EB1	\$101.71 per hour plus actual cost incurred	Meter Tampering	Distribution Operation Services
	MFS-E1	\$20.34	Returned Cheque Fee	Financial Services

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



Page: Page 1 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

**TERMS AND CONDITIONS
FOR
DISTRIBUTION ACCESS SERVICE**



Page: Page 2 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ARTICLE 1 –INTRODUCTION TO TERMS AND CONDITIONS.....	4
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	4
2.1 Definitions	4
2.2 Conflicts	8
2.3 Extended Meanings	8
2.4 Headings	8
ARTICLE 3 – GENERAL PROVISIONS.....	8
3.1 Commission Approval.....	8
3.2 Retailer Handbook.....	9
3.3 Arrangements with Customers	9
3.4 Responsibility for Electric Purchases	9
3.5 Retailer Authorization	9
3.6 Retailer Identification.....	9
3.7 Single Retailer for Customer	9
3.8 Fees and Other Charges.....	10
ARTICLE 4 – CUSTOMER INQUIRIES AND INFORMATION	10
4.1 Customer Inquiries Related to Emergency Situations and Outages	10
4.2 Exchange of Customer Information	10
ARTICLE 5 – PROVISION OF SERVICE	11
5.1 Qualification for Service	11
5.2 Application for Enrollment of Customers of Retailer	12
5.3 De-enrollment as Retailer.....	12
ARTICLE 6 – BILLING AND PAYMENT	13
6.1 Billing.....	13
6.2 Determination of Applicable Rates	13
6.3 Minimum Charges	14
6.4 Billing Period and Information for Distribution Access Service	14
6.5 Billing Period and Information for Miscellaneous Services	14
6.6 Payment and Collection.....	15
6.7 Late or Unpaid Bills	15
6.8 Adjustment of Bills in Event of Billing Error	15
6.9 Unauthorized Use	16
6.10 Collection of Taxes	16
ARTICLE 7 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE.....	17
7.1 Discontinuance at Request of Customer	17
7.2 Discontinuance by De-energization	17
7.3 Discontinuance by EDTI	18
ARTICLE 8 – SECURITY REQUIREMENTS.....	18
8.1 Security.....	18



Page: Page 3 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

8.2	Maintenance of Security	20
8.3	Use of Security	20
8.4	Suspension of Service	20
8.5	Costs of Security	21
ARTICLE 9 – METERING		21
9.1	Meter Reading	21
9.4	Other Metering Services	22
9.5	Meter Testing	22
ARTICLE 10 – LOAD SETTLEMENT		23
10.1	Request for Information	23
10.2	Liability	23
ARTICLE 11 – LIABILITY AND INDEMNITY		23
11.1	EDTI Liability	23
11.2	Release	24
11.3	Retailer Liability	24
ARTICLE 12 – FORCE MAJEURE		26
12.1	Force Majeure Relief	26
12.2	Notice	26
12.3	Obligation to Remedy	26
12.4	Strikes and Lockouts	26
ARTICLE 13 – DISPUTE RESOLUTION		26
13.1	Resolution by EDTI and Retailer	26
13.2	Resolution by Arbitration	27
13.3	Arbitrators	27
13.4	Failure to Concur	27
13.5	Refusal to Appoint an Arbitrator	27
13.6	Failure to Appoint a Third Arbitrator	27
13.7	Technical Competence	28
13.8	Compensation of Arbitrators	28
13.9	Application of the Arbitration Act (Alberta)	28
13.10	Decisions Binding	28
13.11	Continuity of Service	28
ARTICLE 14 – ADDITIONAL PROVISIONS RELATING TO SERVICES		28
14.1	Independent System Operation or Transmission Facility Owner Requirements	28
14.2	Compliance with Applicable Legal Authorities	29
14.3	Service Interruption	29
14.4	No Assignment	29
14.5	No Waiver	29
14.6	Law	30



Page: Page 4 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

ARTICLE 1 – INTRODUCTION TO TERMS AND CONDITIONS

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

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

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

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

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

“**Board**” or “**EUB**” means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act*, R.S.A., 2000, c. A-17, as re-enacted, amended or replaced from time to time;

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



Page: Page 5 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

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

“**Credit Rating**” has the meaning given to it in the Distribution Tariff Regulation;

“**Customer**” means a person purchasing electricity for that person's own use from a Retailer;

“**Customer Information**” means Customer name, Customer telephone number, Customer mailing address, site contact name and site contact phone number and other Customer information that may be requested by EDTI;

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

“**De-energization**” has the meaning attributed to it in the Settlement System Code and “**De-energized**” and “**De-energize**” have correlative meanings;

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

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

“**Distribution Services Agreement**” means an agreement between EDTI and a Retailer for the provision of the applicable Distribution Access Service;

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

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

“**Distribution Tariff Regulation**” means the *Distribution Tariff Regulation*, A.R. 162/2003, as amended from time to time;

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

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



Page: Page 6 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

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

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

“**Energization**” has the meaning attributed to it in the Settlement System Code

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

“**Fee Schedule**” means the fees and charges set forth in Table 2 of Schedule A - DAT Rate and Fee Schedule to EDTI’s Distribution Tariff;

“**Force Majeure**” means circumstances not reasonably within the control of EDTI, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise, provided that the lack of funds shall not constitute a circumstance not reasonably within the control of EDTI;

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

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

“**Load**” means energy consumed by Customers together with allocated losses and unaccounted for energy;

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

“**Minimum Charge**” has the meaning given to it in EDTI’s Terms and Conditions for Distribution Connection Services;

“**Miscellaneous Services**” means the various services available from EDTI under the Distribution Tariff other than Distribution Access Service;



Page: Page 7 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

“**Point of Service**” means the point at which EDTI’s service conductors are connected to the conductors or apparatus of a Customer;

“**Power Pool**” means the scheme operated by the Independent System Operator for the exchange of Energy and financial settlement for the exchange of Energy;

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

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

“**Regulations**” means regulations made under the Act;

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

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

“**Retailer**” means a person who sells or provides Electricity Services directly to Customers and carries out the functions and duties of a “retailer” under the Act, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible customers, and Self-Retailers;

“**Retailer Handbook**” means the guide, as amended from time to time, prepared by EDTI which sets out procedures in relation to the provision of Distribution Access Service under these Terms and Conditions.

“**Retailer Identification**” means the 9 digit number that uniquely represents each Retailer operating within Alberta. The Canada Customs and Revenue Agency business number will be used as the Retailer ID;

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

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

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



Page: Page 8 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

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

“Site” means a unique end-use Point of Service, being the finest level at which Load Settlement recognizes Retailer assignments, and receives consumption data.

2.2 Conflicts

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

If there is any conflict between a provision in these Terms and Conditions, as may be amended from time to time, and a provision in a Distribution Services Agreement or any other existing or future agreement between EDTI and a Retailer relating to Distribution Tariff Services, the provision in these Terms and Conditions shall govern.

2.3 Extended Meanings

In these Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa. Word importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

2.4 Headings

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

ARTICLE 3 – GENERAL PROVISIONS

3.1 Commission Approval

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



Page: Page 9 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

3.2 Retailer Handbook

EDTI has developed the Retailer Handbook to help Retailers understand the normal practices of EDTI. EDTI will amend the Retailer Handbook, from time to time, to reflect changes to the electric utility industry, changes in EDTI's requirements or the changing needs of Retailers or Customers. A copy of the Retailer Handbook, and any amendments to the Retailer Handbook, will be filed with the Commission for information purposes. While EDTI will endeavour to follow practices in the Retailer Handbook, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Retailer Handbook. A copy of the Retailer Handbook can be accessed on EDTI's website at www.epcor.ca.

3.3 Arrangements with Customers

The Retailer shall be solely responsible for having appropriate contractual or other arrangements with Customers necessary to provide service to Customers. EDTI shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements and shall not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the Retailer's failure to obtain or maintain proper contractual or other arrangements with Customers or to perform its obligations to its Customers.

3.4 Responsibility for Electric Purchases

The Retailer will be solely responsible for the purchase of electricity from the Power Pool and for arranging the delivery of such electricity to the appropriate Points of Service for Customers, subject to these Terms and Conditions.

3.5 Retailer Authorization

A Retailer shall be responsible for obtaining proper authorization from each Customer authorizing the enrollment of the Customer by the Retailer for receipt of Distribution Access Service.

3.6 Retailer Identification

Any information exchange or communications between the Retailer and EDTI under these Terms and Conditions shall employ a Retailer Identification number.

3.7 Single Retailer for Customer

EDTI shall not be required to recognize and deal with more than one Retailer in respect of a Point of Service at any given time.



Page: Page 10 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

3.8 Fees and Other Charges

EDTI will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by EDTI to a Retailer or its Customers will be charged a separate rate or fee, such as those included, without limitation, in the Fee Schedule. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

ARTICLE 4 – CUSTOMER INQUIRIES AND INFORMATION

4.1 Customer Inquiries Related to Emergency Situations and Outages

Retailers shall make every effort to ensure Customers contacting the Retailer regarding distribution emergency conditions, outages, safety or environment situations related to EDTI's electric distribution system are referred directly to EDTI immediately. EDTI reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. EDTI will communicate any unacceptable patterns to the Retailer to be corrected.

4.2 Exchange of Customer Information

4.2.1 Provision of Customer Information to a Retailer

EDTI shall provide standard Customer Usage Information to a Retailer that has a Distribution Services Agreement in place with EDTI, upon request, but only after receiving written consent to such disclosure from the Customer, for the 12-month period preceding the date of the request or for such shorter period for which EDTI has collected that information.

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

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

4.2.2 Provision of Customer Information to EDTI

The Retailer must notify EDTI, as promptly as reasonably practical, of any changes to Customer Information in respect of its Customers. Such information shall be provided in a form satisfactory to EDTI.

4.2.3 Provision of Information between EDTI and Retailer

EDTI and a Retailer shall supply to each other all other data, materials or other information specified to be supplied in the Terms and Conditions, or that may otherwise be reasonably required by the Retailer or EDTI in accordance with the



Page: Page 11 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

Terms and Conditions. See the Fee Schedule for charges that will apply to certain requests made to EDTI.

ARTICLE 5 – PROVISION OF SERVICE

5.1 Qualification for Service

A Retailer must fulfill and maintain the following requirements to the satisfaction of EDTI before EDTI will provide or continue to provide Distribution Access Service to that Retailer:

- (a) submit to EDTI a fully completed and executed Distribution Services Agreement;
- (b) if the Retailer sells Electricity to Customers whose annual consumption is below 250,000 kWh, furnish to EDTI a certified copy of the license issued to the Retailer and warrant in writing to EDTI that it is licensed pursuant to the provisions of the *Fair Trading Act* *Fair Trading Act*, R.S.A. 2000, c. F-2, and any regulations or policies made thereunder, as amended from time to time,
- (c) satisfy the credit requirements described in Article 8 hereof;
- (d) warrant in writing to EDTI that it will comply with the Settlement System Code;
- (e) meet the compliance testing protocol of EDTI in respect of information exchange as set forth in the Retailer Handbook, as amended from time to time;
- (f) warrant in writing to EDTI that it has been qualified by the ISO as pool participant under the ISO rules respecting the operation of the Power Pool and the ISO has approved the Retailer for consumption within the EDTI service area; and
- (g) meet any other requirements that EDTI, acting reasonably, may impose in order to provide Distribution Access Service hereunder to the Retailer. If EDTI determines that a Retailer must satisfy additional requirements in order to qualify for Distribution Access Service, EDTI shall apply to the Commission for approval of the proposed additional requirements prior to implementing same unless EDTI is confronted with a situation that may materially alter the risk to EDTI or the additional requirements are required to comply with applicable legislation. In that event, EDTI may implement the additional requirements and then apply to the Commission for approval of same.

Upon satisfaction of the above requirements, EDTI will provide Distribution Access Service to the Retailer, upon and subject to these Terms and Conditions. Subject to complying with all applicable laws, and the directions or requirements of the Commission, EDTI reserves the right, upon giving the Retailer ten (10) Business Days



Page: Page 12 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

notice and acting reasonably, to discontinue Distribution Access Service to the Retailer if at any time the Retailer fails to meet the above requirements.

5.2 Application for Enrollment of Customers of Retailer

In order to initiate the provision of Distribution Access Service by EDTI, the Retailer shall complete and provide to EDTI an enrollment for Distribution Access Service in accordance with the Retailer Handbook and in compliance with the Settlement System Code.

EDTI will, subject to these Terms and Conditions, accept an application by a Retailer for provision of Distribution Access Service to a Customer hereunder and recognize the Retailer as the Retailer of Record for the particular Customer. EDTI reserves the right, but is not obligated, to verify the identity of the Customer and the accuracy of the Customer Information. EDTI may reject the application if any information required in the application, including the Customer Information and Retailer Identification, provided by the Retailer is false, incomplete or inaccurate in any respect.

Enrollments will be processed by EDTI on a first-come, first-served basis. Each enrollment will be time and date-stamped when received by EDTI. If more than one enrollment is received for a Site while an earlier enrollment is pending; only the first valid enrollment received by EDTI shall be processed that day.

EDTI reserves the right to refuse Distribution Access Service at any Site to any Customer of the Retailer who is indebted to EDTI. The Retailer will not be liable to EDTI for any outstanding indebtedness of the Customer to EDTI, which accrued prior to the enrollment of the Customer with the Retailer. However, the Retailer will be liable for all outstanding indebtedness while the Retailer remains the Retailer of Record for the Customer.

EDTI may assess a charge for processing an enrollment as set forth in the Fee Schedule.

5.3 De-enrollment as Retailer

To de-enroll as Retailer of Record for a particular Customer, a Retailer shall, at least seven (7) Business Days (or such other time as may be required under the System Settlement Code) before the de-enrolment is to take effect, complete and provide to EDTI a notice of de-enrolment pursuant to the Settlement System Code. EDTI may reject the notice of de-enrolment if EDTI determines that any information required in the notice, including Customer Information, provided by the Retailer is false, incomplete or inaccurate in any respect. EDTI reserves the right, but is not obligated, to verify the identity of the Customer and the accuracy of the Customer Information. Upon receipt of a notice of de-enrolment from a Retailer, EDTI will either:



Page: Page 13 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

-
- (a) process the de-enrolment within seven (7) Business Days (or such other time as may be required under the System Settlement Code); or
 - (b) notify the Retailer within two (2) Business Days (or such other time as may be required under the System Settlement Code) that the notice of de-enrolment has been rejected and the reasons for such rejection. Upon receipt of a rectified notice of de-enrolment, EDTI will, within seven (7) Business Days (or such other time as may be required under the System Settlement Code), process the de-enrolment.

ARTICLE 6 – BILLING AND PAYMENT

6.1 Billing

EDTI will bill Retailers the amounts payable for Distribution Tariff Services in accordance with these Terms and Conditions and the *Billing Regulation, 2003*, A.R. 159/2003, as amended from time to time.

EDTI will bill the Retailer each billing cycle for Distribution Access Service and Miscellaneous Services provided by EDTI in relation to Customers for which the Retailer is the Retailer of Record for the period prior to the billing period plus any other amounts owing by the Retailer under EDTI's Distribution Tariff including these Terms and Conditions and the Rate Schedule.

EDTI will not assume any billing or collection obligations or responsibilities related to billing Customers or collecting from Customers for, or on behalf of, a Retailer. The Retailer shall process Customer payments and handle collection responsibilities. EDTI may, at its sole discretion and in addition to any other remedies available to it, terminate Distribution Tariff Services to the Retailer, if such Retailer does not pay all outstanding bills in accordance with these Terms and Conditions.

EDTI reserves the right to bill the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions for Distribution Connection Services.

6.2 Determination of Applicable Rates

EDTI bills the Retailer of Record based on the charges set out in its Rate Schedules in the Distribution Tariff. EDTI's Rate Schedules indicate to what type of service each Rate Schedule applies. Each Point of Service is billed as a separate service. EDTI's applicable Distribution Tariff Policies will apply to the determination of the charges.

The rate selection criteria are specified on each Rate Schedule. If the operational characteristics of the Point of Service change and subsequently a different rate is applicable, the Customer may be required to pay an additional Customer Contribution under the Terms and Conditions for Distribution Connection Services. A change of



Page: Page 14 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

service under this section will not be made more than once in any twelve (12) month period.

6.3 Minimum Charges

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

6.4 Billing Period and Information for Distribution Access Service

The billing period for the Retailer in respect of Distribution Access Service is generally the calendar week directly proceeding the week in which the associated bill is issued to the Retailer. The amount charged to the Retailer for the billing period reflects the aggregate of charges for Distribution Access Service provided to Customers of the Retailer, with consumption periods that end within the billing period.

A bill to the Retailer for Distribution Access Service will set out the following information with respect to the billing period for which the bill is rendered:

- (a) the total amount due from the Retailer for Distribution Access Service provided by EDTI to Customers of the Retailer;
- (b) details of the amount due from the Retailer for Distribution Access Service provided by EDTI as applicable to each of the Retailer's Customers; and
- (c) any other information required to be provided by EDTI to the Retailer on a bill pursuant to the Act and Regulations.

6.5 Billing Period and Information for Miscellaneous Services

The billing period for the Retailer in respect of Miscellaneous Services is generally the calendar month directly preceding the month in which the associated bill is issued to the Retailer. The amount charged to the Retailer for the billing period reflects the aggregate of charges for Miscellaneous Services provided to the Retailer within the billing period.

A bill to the Retailer for Miscellaneous Services will set out the following information with respect to the billing period for which the bill is rendered:

- (a) the total amount due from the Retailer for Miscellaneous Services provided by EDTI to the Retailer;
- (b) any other information required to be provided by EDTI to the Retailer on a bill pursuant to the Act and Regulations.



Page: Page 15 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

6.6 Payment and Collection

The Retailer shall pay to EDTI, on or before the (fifth) 5th Business Day following the Business Day on which the Retailer was invoiced for Distribution Access Service and on or before the (twentieth) 20th Business Day following the Business Day on which the Retailer was invoiced for Miscellaneous Services, the amount invoiced by EDTI for the preceding period.

EDTI will establish an electronic billing and payment procedure for the payment of services hereunder. Notwithstanding such procedure, EDTI will accept payment by cash or cheque if agreed to by EDTI. A bill will be deemed to have been paid when a valid payment has been received by EDTI for the full amount of the bill by way of cheque or electronic fund transfer.

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and subject the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, EDTI will return any amount found owing to the Retailer forthwith. Subject to the RRO Regulation, the right or ability of either EDTI or a Retailer to dispute a bill provided hereunder shall only apply to bills rendered during a period of twelve (12) months prior to the date that the disputing party first gives notice of such dispute to the non-disputing party.

The Retailer shall pay all amounts owed to EDTI for any of the Distribution Access Service provided by EDTI whether or not the Customer has paid the Retailer.

Failure to receive a bill in a timely way does not release a Retailer from the obligation to pay the amount owing on the bill.

6.7 Late or Unpaid Bills

If a Retailer defaults or is late in paying charges, EDTI shall assess a late payment fee of 1% of the amount of a weekly bill and 2% per month (26.82% per annum) of the amount on monthly bills.

6.8 Adjustment of Bills in Event of Billing Error

Where EDTI overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, EDTI shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- (a) If a Retailer is found to have been overcharged due to billing error, EDTI will calculate the amount of the overcharge (for refund to the Retailer on the Retailer's next bill following the discovery of the billing error) for those billing periods



Page: Page 16 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

during which a billing error occurred up to a maximum of eight (8) years immediately preceding the month in which the billing error was discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the overcharge will be calculated for the three (3) month period immediately proceeding the month in which the billing error was discovered.

- (b) If a Retailer is found to have been undercharged due to billing error, subject to the RRO Regulation, EDTI will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of eleven (11) months immediately preceding the month in which the billing error was discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the undercharge will be calculated for the three (3) months period immediately proceeding the month in which the billing error was discovered.

Notwithstanding (a) and (b) above, where the rate that applies to a site is Direct Connect or DC under EDTI's Rate Schedules, any credit or debit resulting from an overcharge or undercharge on a bill in respect of the site as a result of a billing error will be addressed in accordance with the applicable provisions of the Independent System Operator's approved Terms and Conditions of Service and the ISO Rules & Standards.

Whenever EDTI adjusts any bills to the Retailer in the event of billing error, and issues an adjusted bill to the Retailer in respect thereof, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

EDTI may assess a charge to the Retailer for reviewing billing as set forth in the Fee Schedule, where EDTI has not been responsible for any billing error.

6.9 Unauthorized Use

Where EDTI determines that there has been unauthorized use of electric service at a Site including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby EDTI is denied full compensation for Distribution Access Service provided, EDTI may make changes in its meters, appliances or facilities or take other appropriate corrective action, including where necessary the disconnection of the Service Connection for the Site and will bill the Retailer of Record for the Site for EDTI's estimate of such unauthorized use. Nothing in this Section shall limit any other rights or remedies that EDTI may have in connection with such unauthorized use.

6.10 Collection of Taxes

EDTI shall collect from the Retailer all franchise fees and sales, excise or other taxes imposed by governmental authorities that are applicable to Distribution Tariff Services, including Distribution Access Service and Miscellaneous Services, provided by EDTI to Customers of the Retailer.



Page: Page 17 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

ARTICLE 7 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE

7.1 Discontinuance at Request of Customer

Customers arrange termination of Distribution Access Service through their Retailer of Record. If Distribution Access Service is no longer required, the Retailer of Record must notify EDTI at least five (5) Business Days before the service is to be discontinued.

7.2 Discontinuance by De-energization

A Retailer may request that EDTI De-energize a Site. To discontinue Distribution Access Service through De-energization, a Retailer shall, at least five (5) Business Days (or such other time as may be required under the System Settlement Code) before the site is to be De-energized, complete and provide to EDTI a notice of De-energization pursuant to the requirements of the Retailer Handbook and the Settlement System Code. Such notice of De-energization shall clearly specify the Retailer's reasons for seeking to De-energize a site.

EDTI reserves the right, but is not obligated, to verify the identity of the Customer of the Retailer pursuant to which De-energization has been requested, and the accuracy of the Customer Information that has been provided by the Retailer.

Upon receipt of such notice EDTI will either:

- (a) process the De-energization within five (5) Business Days (or such other time as may be required under the System Settlement Code); or
- (b) notify the Retailer within two (2) Business Days (or such other time as may be required under the System Settlement Code) that the notice of De-energization has been rejected and the reasons for such rejection. Upon receipt of the rectified notice of De-energization, EDTI will, within five (5) Business Days (or such other time as may be required under the System Settlement Code), process the De-energization.

Notwithstanding the foregoing:

- (c) EDTI may reject the notice of De-energization if EDTI, acting reasonably, determines that any information required in the application, including the Customer Information provided by the Retailer, is false, incomplete or inaccurate in any respect;
- (d) EDTI will not process a De-energization if:
 - (i) EDTI believes De-energization could cause any actual or threatened danger to life or property or



Page: Page 18 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

-
- (ii) the Customer is a residential rate classification Customer, the request for the De-energization is for non-payment and the De-energization would occur at any time during the period from October 15 to April 15 or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed De-energization provided that EDTI may, in its discretion, install a device to limit or reduce the amount of Energy provided to the Customer.

At the request of the Retailer or the Customer, EDTI will leave all of its Facilities in place after the Point of Service has been de-energized provided that, if the Point of Service remains de-energized for a period in excess of three (3) months, EDTI may remove its Facilities.

Upon De-energization, the Retailer will remain as the Customer's Retailer of Record unless a De-Select Request is submitted by the Retailer to EDTI and the process has been completed successfully.

The Retailer is responsible to ensure that its Customer is provided notice of a De-energization and for the consequences of the De-energization. EDTI will have no liability for any disputes between the Customer and the Retailer in relation to a De-energization.

7.3 Discontinuance by EDTI

EDTI may discontinue Distribution Access Service to a Retailer if any of the following occur:

- (a) if the Retailer sells Electricity to Customers whose annual consumption is below 250,000 kWh, the Retailer's license issued pursuant to the *Fair Trading Act*, R.S.A. 2000, c. F-2, has been revoked or not renewed, or
- (b) the Retailer has failed to meet its obligations under these Terms and Conditions or its Distribution Services Agreement with EDTI, or
- (c) the Retailer has failed to meet its security requirements pursuant to Article 8

Notification of discontinuance will be made electronically to the Retailer.

ARTICLE 8 – SECURITY REQUIREMENTS

8.1 Security

The Retailer shall provide the security deposit required under the Distribution Tariff Regulation to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations.



Page: Page 19 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

The Retailer's application to EDTI for service under the Distribution Tariff must include the Retailer's projected value of its payments to EDTI under EDTI's Distribution Tariff over the period provided in section 8 of the Distribution Tariff, the Retailer's current Credit Rating, if it is seeking a reduction in its security deposit, and the current Credit Rating of any proposed guarantors, if the Retailer's security deposit will include a guarantee.

For the purposes of projecting the Retailer's payments under EDTI's Distribution Tariff pursuant to section 8(2)(b) of Distribution Tariff Regulation the total of:

- (a) twenty (20) days; plus
- (b) the number of days between consecutive bills issued by EDTI to the Retailer; plus
- (c) the number of days from the issuance of a bill by EDTI until payment is due from the Retailer;

shall equal thirty-four (34) days.

EDTI will confirm the Credit Rating of the Retailer, if provided, and the Credit Rating of any guarantor, if any, providing a guarantee as a security deposit. If the Retailer or guarantor has obtained more than one Credit Rating, the lowest Credit Rating will be used in the assessment.

EDTI, subject to review and assessment, shall confirm the amount of security required to be provided by the Retailer, taking into account any reduction that the Retailer may be entitled to under section 9 of the Distribution Tariff Regulation and notify the Retailer of its security requirement within twenty (20) Business Days of the Retailer's complete application for Distribution Access Service.

Subject to section 9 of the Distribution Tariff Regulation, the Retailer shall provide security in the form of a financial deposit, a bond, an irrevocable letter of credit or an irrevocable guarantee from a person, other than the Retailer, with a Credit Rating, or a combination thereof, in each case in a form acceptable to EDTI.



Page: Page 20 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

8.2 Maintenance of Security

As required by section 8 of the Distribution Tariff Regulation, if a retailer's actual outstanding charges under EDTI's Distribution Tariff are materially greater than the projected value provided by the Retailer under Section 8.1 of these Terms and Conditions, EDTI will update the projection and, if additional security is required based on the updated projection, require the Retailer to provide additional security. The Retailer must provide the additional security within five (5) Business Days of EDTI's request to do so as required under section 8 of the Distribution Tariff Regulation.

A Retailer whose security deposit has been reduced pursuant to the Distribution Tariff Regulation by virtue of its Credit Rating shall report to EDTI any downgrading of its Credit Rating within two (2) Business Days of the downgrading and must provide any additional security required as a result of the downgrading within five (5) Business Days of the downgrading as required under section 9 of the Distribution Tariff Regulation.

If the Retailer fails to provide any additional security that it is required to provide, EDTI reserves the right to suspend the provision of additional Distribution Access Service until the Retailer provided EDTI with the required security.

A Retailer must maintain the required amount of security deposit until all obligations of the Retailer under EDTI's Distribution Tariff are satisfied.

8.3 Use of Security

If a Retailer defaults in paying any amounts owing under EDTI's Distribution Tariff, EDTI will provide the Retailer notice as required by section 12 of the Distribution Tariff Regulation and will be entitled to draw on the security deposit of the Retailer to recover the Retailer's arrears including any accrued interest if they are not paid within three (3) Business Days after the date of the notice, provided that EDTI shall be entitled to draw on the security deposit without notice if, in the opinion of EDTI, the giving of such notice would impair EDTI's ability to make a claim against the Retailer's security or to deduct the unpaid arrears from the Retailer's financial deposit. EDTI may require additional security to replace the security drawn down because of the default by the Retailer. The Retailer must provide the additional security within five (5) Business Days of EDTI's request to do so.

8.4 Suspension of Service

If the Retailer fails to provide any security that it is required to provide under this Article 8, EDTI reserves the right to suspend the provision of additional Distribution Access Service until the Retailer provides EDTI with the required security.



Page: Page 21 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

8.5 Costs of Security

All costs associated with the provisions of the security required to be provided by a Retailer for its obligations under EDTI's Distribution Tariff are the responsibility of the Retailer.

ARTICLE 9 – METERING

9.1 Meter Reading

EDTI shall make an actual meter reading for each Point of Service for which it provides Distribution Access Service for Customers of the Retailer in accordance with EDTI's meter reading schedule. At the request of a Retailer of Record, EDTI shall make an actual meter reading, off-cycle, as may be requested by the Retailer and EDTI will charge the Retailer for additional meter reading expense as set forth in the Fee Schedule.

9.2 Record

An accurate record of meter readings will be kept by EDTI which will be the basis for billing by EDTI to the Retailer in accordance with the Distribution Tariff.

9.3 Estimated Consumption and Demand

The amount of energy used by a Customer will be estimated by EDTI based on the best available sources of information and evidence in the following circumstances:

- (a) where the Customer's Point of Service is not metered;
- (b) where a meter is inaccessible due to conditions on the Customer's premises;
- (c) where the meter is not scheduled to be read;
- (d) where it is determined that the amount of energy used was different from that recorded or billed due to incorrect billing procedures;
- (e) where a meter reading schedule or a meter change creates a transition period in EDTI's billing cycle; or
- (f) if the seal of a meter is broken or if the meter does not register correctly, regardless of the cause.

For small general service Customers whose load requirements are small, consistent, and can be accurately predicted, the billing demand may be determined, at the sole discretion of EDTI, from the nameplate rating of the Customer's equipment rather than being metered.



Page: Page 22 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

The demand of certain equipment which is used for short periods of time, such as arc welders, does not fully register on the thermal demand meters. Points of Service which include this type of equipment may be billed on an estimated demand.

If requested by the Retailer, EDTI will provide the Retailer with a description of the methodology used to estimate the use of energy by the Customers of the Retailer.

9.4 Other Metering Services

At the request by the Retailer, or with the Retailer's consent, EDTI may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

9.5 Meter Testing

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

9.6 Adjustments for Faulty Metering

EDTI may make consumption and demand adjustments for faulty metering:

- (a) if the seal of a meter is broken or if the meter does not register correctly regardless of the cause;
- (b) when a Point of Service has been unmetered or incorrectly metered, regardless of the cause, or when a meter is found to be inaccurate in accordance with the *Electricity and Gas Inspection Act*, R.S. 1985, c. E-4 as amended from time to time; in these cases EDTI will make adjustments for a period not exceeding three (3) months, unless it can be shown that the error was due to some specific reported cause, the date of which can be fixed, in which case the actual date shall be used; or
- (c) where a Point of Service is unmetered and any seal attached to motors or other equipment is broken or any unauthorized change in the Facilities has been made.

Notwithstanding the section "Adjustment of Bills in Event of Billing Error", in any of the above noted cases EDTI may make adjustments for the lesser of the period of the error or one (1) year.



Page: Page 23 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

ARTICLE 10 – LOAD SETTLEMENT

10.1 Request for Information

A Retailer may request profiling and settlement information above the basic service provisions for Load Settlement specified in the Settlement System Code providing:

- (a) the Retailer provides a written request to EDTI outlining the purpose for the additional settlement information; and
- (b) the additional settlement information applies only to the Customers of the Retailer.

Upon satisfaction of the above requirements, EDTI will advise the Retailer in a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information to the Retailer.

10.2 Liability

The process of Retailer Load estimation involves statistical samples and estimating error. EDTI shall not be responsible for any sampling or estimating errors and shall not be liable to any Retailer for any costs that are associated with such errors.

ARTICLE 11 – LIABILITY AND INDEMNITY

11.1 EDTI Liability

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



Page: Page 24 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

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

11.2 Release

Subject to Section 11.1 above, none of the EDTI Parties (as defined above) will be liable to any of the Retailer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Retailer Parties or any of them, howsoever and whensoever caused, and each Retailer Party hereby forever releases each of the EDTI Parties from any liability or obligation in respect thereof.

11.3 Retailer Liability

11.3.1 General

In addition to any other liability provisions set out in these Terms and Conditions or any provision in an EDTI Agreement (as defined above), a Retailer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EDTI Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of a Retailer Party that result in a breach (“Breach”) of these Terms and Conditions or the applicable EDTI Agreement, or any negligent or willful acts or omissions of harm of a Retailer Party outside of a Breach. Any liability under this section will be limited to an amount in proportion to the degree to which the Retailer Party is at fault.

11.3.2 Indemnification by Retailer of EDTI for Third Party Claims

- (a) A Retailer (the “Indemnitor”) shall indemnify and hold harmless EDTI Parties (as defined above) (“Indemnitee(s)”) from and against any direct damages, injuries, losses and other liabilities claimed against the Indemnitee or any of them, and all related costs and expenses (including reasonable legal fees) suffered or incurred by any of them in relation to any claims, causes of action, actions, suits or proceedings by a third party (“Claim”) which arise from damage to property or injury to or death of persons resulting from the Indemnitor’s failure to perform its obligations under these Terms and Conditions or the applicable EDTI Agreement (as defined above), which failure is caused by the negligence or willful act or omission of harm of the Indemnitor acting within the scope of its authority or employment. The indemnity under this section will be limited to an amount in proportion to the degree to which the Indemnitor is at fault.
- (b) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Section, such Indemnitee will give



Page: Page 25 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

the Indemnitor prompt notice of the Claim, which shall describe the Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by the Indemnitee. The failure to promptly notify the Indemnitor hereunder shall not relieve the Indemnitor of its obligations hereunder, except to the extent that the Indemnitor is actually and materially prejudiced by the failure to so notify promptly.

- (c) Subject to Section 11.3.2(b) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Section 11.3.2(a) in respect of:
- (i) all of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within ten (10) days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the existence of such obligation to indemnify is made known by the Indemnitor to the third-party claimant (and, if applicable, to the court or other tribunal determining the Claim), the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to the particular Claim and the Indemnitor shall be entitled, at its option, to take carriage of the defense of the Claim by its own counsel and, if it elects to do so, the Indemnitee shall cooperate with the Indemnitor to the fullest reasonable extent in the defense, settlement or compromise of the Claim; or
 - (ii) some, but less than all, of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within ten (10) days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the Indemnitee is of the opinion that the Indemnitor's interests are not in conflict with its own, the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to that portion of the Claim in respect of which the Indemnitor has an obligation to indemnify the Indemnitee and consult with the Indemnitor in respect thereof.

The Indemnitee shall not make any admission of the liability regarding, or settle or compromise, that portion of the Claim in respect of which the Indemnitor has acknowledged its obligation to indemnify the Indemnitee without the written consent of the Indemnitor, which consent shall not be unreasonably withheld.



Page: Page 26 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

The provisions of this Section 11.3.2(c) shall not apply in respect of any Claim to which the Indemnitor is, or may reasonably be expected to be, a party and where the Indemnitee is asserting legal defenses in relation to the Claim that conflict with legal defenses being asserted by the Indemnitor.

ARTICLE 12 – FORCE MAJEURE

12.1 Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects EDTI's ability to provide any Distribution Access Service, EDTI's obligations and responsibilities hereunder and under any agreement relating to the provision of Distribution Access Service, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Distribution Access Service. A Retailer will be required to continue to pay the Minimum Charge, if applicable, during the period in which EDTI claims relief by reason of Force Majeure.

12.2 Notice

EDTI shall promptly give the relevant party notice of the Force Majeure including full particulars hereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of EDTI's obligations.

12.3 Obligation to Remedy

EDTI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

12.4 Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EDTI and EDTI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of EDTI or deprive EDTI of the benefits of this Article 12.

ARTICLE 13 – DISPUTE RESOLUTION

13.1 Resolution by EDTI and Retailer

If any dispute between EDTI and a Retailer arises at any time in connection with these Terms and Conditions, EDTI and the Retailer acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable



Page: Page 27 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

manner. If the dispute cannot be otherwise resolved pursuant to this Article 13, the chief executive officers of EDTI and the Retailer shall meet to attempt to resolve the dispute.

13.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 13.1 hereof within thirty (30) days after notice from EDTI or the Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 13.3 to 13.11 hereof. EDTI and the Retailer shall abide by the terms of any award rendered by the arbitrator(s) appointed hereunder without delay.

13.3 Arbitrators

All disputes or differences between EDTI and a Retailer in connection with these Terms and Conditions shall be referred (unless EDTI and the Retailer concur in the appointment of a single arbitrator) to a board of arbitrators consisting of one (1) arbitrator to be appointed by each of EDTI and the Retailer who shall, by instrument in writing, appoint a third arbitrator immediately after they are themselves appointed. Notwithstanding the foregoing, any disputed matters between EDTI and a Retailer relating to an order or direction made or approved by the Commission or falling within the exclusive jurisdiction of the Commission, shall be referred to the Commission for resolution.

13.4 Failure to Concur

EDTI and a Retailer shall be deemed to have failed to concur in the appointment of a single arbitrator if such an arbitrator shall not have been appointed within fifteen (15) days after the serving by either EDTI or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

13.5 Refusal to Appoint an Arbitrator

If either EDTI or the Retailer shall neglect or refuse to appoint an arbitrator within fifteen (15) days after the other party (provided such other party has appointed its arbitrator) has served EDTI or the Retailer, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default.

13.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by EDTI and the Retailer have not, within fifteen (15) days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either EDTI or the Retailer shall be entitled to apply upon notice to the other party to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.



Page: Page 28 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

13.7 Technical Competence

Any arbitrator appointed under the provisions of this clause whether by concurrence of EDTI and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta shall, in the opinion of the persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

13.8 Compensation of Arbitrators

Each party shall be responsible for the costs of the arbitrator appointed by it hereunder. The costs of the third arbitrator shall be divided evenly between the parties.

13.9 Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act*, R.S.A., 2000, c. A-43, as amended from time to time, shall apply to any arbitration proceeding.

13.10 Decisions Binding

A decision of the single arbitrator or the majority of the three arbitrators named or appointed shall be final and binding upon each of the parties to the dispute or difference.

13.11 Continuity of Service

All performance required under these Terms and Conditions by EDTI and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 13, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the rate quoted by the Royal Bank of Canada as its "prime rate" from the date so determined until paid.

ARTICLE 14 – ADDITIONAL PROVISIONS RELATING TO SERVICES

14.1 Independent System Operation or Transmission Facility Owner Requirements

The Retailers acknowledge and agree that EDTI is bound by all operating instructions, policies and procedures of the ISO and transmission facility owners which are needed to maintain the integrity of the Interconnected Electric System. The Retailers acknowledge and agree that they will cooperate with EDTI so that EDTI will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.



Page: Page 29 of 30
Effective: 2013-04-01
Supersedes: 2012-01-01

14.2 Compliance with Applicable Legal Authorities

EDTI and the Retailer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. EDTI will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the ISO or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide Distribution Tariff Services to the Retailer or a Customer of the Retailer. EDTI's obligation to provide Distribution Tariff Services is subject to the condition that all requisite governmental and regulatory approvals for the provision of such Distribution Tariff Services will have been obtained and will be maintained in force during such period of Distribution Tariff Services.

14.3 Service Interruption

While EDTI takes all reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service. Without liability of any kind to EDTI, EDTI shall have the right to disconnect or otherwise curtail, interrupt or reduce Distribution Tariff Service to Customers whenever EDTI reasonably determines, or when EDTI is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is:

- (a) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EDTI's Facilities;
- (b) to maintain the safety and reliability of EDTI's distribution system; or,
- (c) due to any other reason including dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of EDTI's distribution system or Force Majeure.

14.4 No Assignment

A Retailer shall not assign any of its rights or obligations under these Terms and Conditions or any other agreement with EDTI relating to Distribution Tariff Services without obtaining any necessary regulatory approvals and EDTI's approval where required in such agreement. No assignment shall relieve the Retailer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and EDTI has agreed to the novation. Any assignment in violation of this section shall be void.

14.5 No Waiver

The failure of EDTI or a Retailer to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or any other agreement between EDTI and a Retailer relating to Distribution Tariff Services, or to take advantage



Page: Page 30 of 30
Effective: 2013-04-01
Supercedes: 2012-01-01

of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement between EDTI and a Retailer relating to Distribution Tariff Services shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

14.6 Law

These Terms and Conditions and any other agreement between EDTI and a Retailer relating to Distribution Tariff Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions or any other agreement relating to Distribution Tariff Services shall be brought in the courts of the Province of Alberta.



Page: 1 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

**TERMS AND CONDITIONS
FOR
DISTRIBUTION CONNECTION SERVICES**



TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION TO TERMS AND CONDITIONS	5
ARTICLE 2 - DEFINITIONS AND INTERPRETATION	5
2.1 Definitions.....	5
2.2 Conflicts.....	11
2.3 Extended Meanings.....	11
2.4 Headings.....	11
2.5 Schedules.....	11
ARTICLE 3 - GENERAL PROVISIONS	12
3.1 Commission Approval.....	12
3.2 Customer Guides.....	12
3.3 Fees and Other Charges.....	12
3.4 Billing Customers.....	13
ARTICLE 4 - APPLICATION FOR SERVICE CONNECTION	13
4.1 Information Requirements.....	13
4.2 Application.....	13
4.3 Rejection of Application.....	14
4.4 Customer Contracts.....	14
4.5 Authorizations.....	16
4.6 Temporary Service.....	16
4.7 Information and Requirements for Service.....	16
4.8 Connection Fee.....	17
4.9 Construction Loads in Underground Residential Distribution Areas.....	17
ARTICLE 5 - SERVICE REQUIREMENTS AND FACILITIES	18
5.1 Scheduling for Service Connection.....	18
5.2 Protection of EDTI's Equipment.....	18
5.3 Relocation of Facilities.....	19
5.4 Extensions.....	19
ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES	19
6.1 Easements.....	19
6.2 Right of Entry.....	19
6.3 Vegetation Management.....	20
ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION	20
7.1 General Requirements.....	20
7.2 Determination of Distribution Extension Costs and Distribution Contributions.....	21
7.3 Determination of EDTI Transmission Costs and Transmission Contributions.....	22
7.4 Changes in Point of Delivery Demand.....	22
7.5 Refunds of Contributions.....	23
7.6 Delay in Taking Service.....	23
7.7 Conversion from Overhead to Underground Service.....	24
ARTICLE 8 - SERVICE CONNECTION	24
8.1 Customer Responsibility.....	24
8.2 Unauthorized Use.....	25
8.3 New Multiple Dwellings.....	26
8.4 Mobile Homes.....	26



Page: 3 of 55
 Effective: 2013-04-01
 Supercedes: 2012-01-01

8.5	Frequency and Voltage Levels.....	26
8.6	Minimum Charges	26
ARTICLE 9 - GENERATION CUSTOMERS		26
9.1	General.....	26
9.2	Interconnection	27
9.3	Generation Customer Responsibilities.....	28
9.4	Incremental Interconnection Costs.....	32
9.5	Payment Options and Credit Requirements	33
ARTICLE 10 - METERS		34
10.1	Installation of Meters	34
10.2	Location	34
10.3	Access to Meters	34
10.4	Meter Testing	35
10.5	Energy or Demand Diversion	35
10.6	Changes to Metering Equipment.....	35
ARTICLE 11 - CHANGE IN SERVICE		36
11.1	Changes to Service Requirements.....	36
11.2	Changes to EDTI Facilities	36
11.3	Impact of Changes on Customer’s Electric Service Agreement	36
11.4	Changes to System Access Costs.....	37
ARTICLE 12 - SERVICE DISCONNECTION AND RECONNECTION.....		38
12.1	Disconnection by Customer	38
12.2	Disconnection by EDTI	38
12.3	Reconnect Service.....	40
12.4	Removal of Facilities	40
ARTICLE 13 - CONTRACT EXIT PROVISIONS.....		40
13.1	Distribution Related Exit Charge	41
13.2	Transmission Related Exit Charge.....	41
ARTICLE 14 - LIABILITY AND INDEMNITY.....		41
14.1	EDTI Liability.....	41
14.2	Release	42
14.3	EDTI Not Liable to Customer.....	42
14.4	Customer Liability	43
14.5	Force Majeure	43
ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO SERVICES		44
15.1	Ownership of Facilities	44
15.2	Distribution Access Service Obtained from Retailer	44
15.3	Proper Use of Services.....	44
15.4	Independent System Operation or Transmission Facility Owner Requirements	45
15.5	Compliance with Applicable Legal Authorities.....	45
15.6	Interference with EDTI’s Property	45
15.7	Service Interruption	45
15.8	No Assignment.....	46
15.9	No Waiver.....	46
15.10	Law	46
15.11	Request Under Section 101 (2) of the Act	47



Page: 4 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE A — AVAILABLE EDTI INVESTMENT	48
SCHEDULE B — Electric Service Agreement	50
SCHEDULE C — Agreement for Distribution Connection Service	54



ARTICLE 1 - INTRODUCTION TO TERMS AND CONDITIONS

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

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

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

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

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

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

“**Board**” or “**EUB**” means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act*, R.S.A., 2000, c. A-17, as re-enacted, amended or replaced from time to time;



Page: 6 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

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

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

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

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

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

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

“**Customer**” includes a Load Customer and a Generation Customer;

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

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

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

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



“**Distributed Generation**” means a generating unit that is interconnected with EDTI’s electric distribution system.

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

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

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

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

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

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

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

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

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

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

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

“**Electricity Services**” means the services associated with the provision of electricity to Customers, including the exchange of Energy, making financial arrangements to manage



Page: 8 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

financial risk associated with the pool price, Distribution Access Service, system access service, ancillary services, billing, metering, performing load settlement and any other services specified in regulations made under the Act;

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

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

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

“**Fee Schedule**” means the fees and charges set forth in Table 2 of Schedule A - DAT Rate and Fee Schedule to EDTI’s Distribution Tariff;

“**Force Majeure**” means circumstances not reasonably within the control of EDTI, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, provincial, state or local government or from any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise, provided that the lack of funds shall not constitute a circumstance not reasonably within the control of EDTI; “**Generation Customer**” means a generating unit that is interconnected with EDTI’s electric distribution system.

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

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

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

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



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

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

“**kW**” means kilowatt or kilowatts;

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

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

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

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

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

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

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

“**MW**” means Mega Watt;

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

2.2 Conflicts

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

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

2.3 Extended Meanings

In these Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa. Word importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

2.4 Headings

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

2.5 Schedules

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

Schedule A - Available EDTI Investment

Schedule B – Electric Service Agreement



Schedule C – Agreement for Distribution Connection Services

ARTICLE 3 - GENERAL PROVISIONS

3.1 Commission Approval

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

3.2 Customer Guides

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

<http://www.epcor.com/commercial-customers/Pages/connection-guide.aspx>

3.3 Fees and Other Charges

EDTI will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by EDTI to a Customer will be charged a separate rate or fee such as those included, without limitation, in the Fee Schedule.



3.4 Billing Customers

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

ARTICLE 4 - APPLICATION FOR SERVICE CONNECTION

4.1 Information Requirements

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

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

4.2 Application

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

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

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

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



4.3 Rejection of Application

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

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

4.4 Customer Contracts

4.4.1 Electric Service Agreement

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

- (a) a Customer at a new site having a transformer capacity of 2,500 kVA or higher, and
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the transformer at the site will have a



capacity of 2,500 kVA or greater after the modifications have been completed.

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

- (a) a Customer at a new site having a Forecast Peak Demand of 150 kVA up to 2,499 kVA, and
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the Forecast Peak Demand at the site will have a capacity of 150 kVA up to 2,499 kVA after the modifications have been completed.

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

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

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

4.4.2 Commitment Agreement

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

4.4.3 Transfer of Contractual Obligations

All services, whether or not they require EDTI assignment consent, that are properly transferred to an affiliate or successor taking over the operation of an existing facility shall be subject to the terms of the previous Customer's Electric



Page: 16 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

4.5 Authorizations

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

4.6 Temporary Service

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

4.7 Information and Requirements for Service

4.7.1 Service Connection Information

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

4.7.2 Customer Usage Information

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



Page: 17 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

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

4.8 Connection Fee

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

4.9 Construction Loads in Underground Residential Distribution Areas

This section applies to URD Sites.

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

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

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

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



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

ARTICLE 5 - SERVICE REQUIREMENTS AND FACILITIES

5.1 Scheduling for Service Connection

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

5.2 Protection of EDTI's Equipment

5.2.1 Interference with EDTI Facilities

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

5.2.2 Protection of Installed Facilities

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

5.2.3 Power Factor

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

5.2.4 Compliance with Requirements and Use of Service Connection

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



Page: 19 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

5.2.5 Operation of Generator Facilities

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

5.3 Relocation of Facilities

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

5.4 Extensions

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

ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

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

6.2 Right of Entry

EDTI's employees, agents and other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing EDTI's Facilities and for any other purpose incidental to the provision of a Service Connection and the Customer shall not prevent or hinder EDTI's entry. EDTI will endeavour to provide reasonable notice to the Customer when it requires entry to the Customer's property. EDTI may charge a no access fee as set forth in the Fee Schedule any time EDTI's entry is prevented or



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

6.3 Vegetation Management

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

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

ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION

7.1 General Requirements

7.1.1 EDTI Investment

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

7.1.2 Estimated Cost

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

7.1.3 Agreement in Writing

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



Page: 21 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

7.1.4 Application

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

7.1.5 Changes

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

7.2 Determination of Distribution Extension Costs and Distribution Contributions

7.2.1 Distribution Extension Costs

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

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

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

- (c) if the Customer extension requires an upgrade to EDTI's Facilities, the upgrade costs incurred by EDTI may form part of the Customer's extension cost; and



Page: 22 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

7.2.2 Customer Distribution Contribution

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

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

7.3 Determination of EDTI Transmission Costs and Transmission Contributions

7.3.1 EDTI Transmission Costs

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

7.3.2 Customer Transmission Contribution

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

7.4 Changes in Point of Delivery Demand

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



Page: 23 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

7.5 Refunds of Contributions

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

7.5.1 Change in Contracted Minimum Demand

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

7.5.2 Cost Sharing

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

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

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

7.6 Delay in Taking Service

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



level specified in Schedule A. Otherwise, EDTI shall be entitled to retain such payment as compensation for its costs incurred.

7.7 Conversion from Overhead to Underground Service

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

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

ARTICLE 8 - SERVICE CONNECTION

8.1 Customer Responsibility

8.1.1 Facilities and Service Connection

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

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

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



Page: 25 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

8.1.2 Protective Devices

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

8.1.3 Service Calls

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

8.1.4 Standards for Connection

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

8.1.5 Interference with EDTI's Property

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

8.2 Unauthorized Use

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



Page: 26 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

8.3 New Multiple Dwellings

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

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

8.4 Mobile Homes

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

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

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

8.5 Frequency and Voltage Levels

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

8.6 Minimum Charges

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

ARTICLE 9 - GENERATION CUSTOMERS

9.1 General

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

Generation Customers have generating facilities that are interconnected to EDTI's electric distribution system and may or may not be exporting Energy to the Interconnected Electric System. Generation Customers may also have on site load



requirements or generator stand-by/supplemental load requirements to which the applicable terms and conditions of these Terms and Conditions will apply.

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

9.2 Interconnection

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

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

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

- (a) satisfy all participant and application requirements of the Power Pool (if the generator is producing electricity beyond on-site requirements thereby exporting into the Interconnected Electric System and exchanging Energy through the Power Pool);
- (b) comply with all applicable requirements of EDTI including its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time;
- (c) obtain and provide copies of required permits, licences and authorization to EDTI including the Commission's approval and order to connect and acceptance from the local inspection and code enforcement authorities;
- (d) satisfy all requirements of EDTI in relation to the generating facility metering set out in Section 9.3.5 below;
- (e) execute a Distribution Interconnection Agreement with EDTI; and



- (f) execute an agreement with EDTI which will specify technical and operating requirements if it wishes to operate in parallel operation with or as supplementary, auxiliary or stand-by-service to any other source of Energy.

9.3 Generation Customer Responsibilities

9.3.1 Responsibility for Facilities and use of Service

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

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

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

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

9.3.2 Protective Devices

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

The Generation Customer must use tele-protection signals or other such reliable means to separate the generator from the Interconnected Electric System during islanding conditions. The Generation Customer shall be responsible for any



damages that are caused as a result of failure to safely separate during an islanding situation.

9.3.3 Disconnection for Safety Reasons

In addition to the provisions of Section 16.7, the Interconnection Facilities will include an acceptable visible disconnect switch as a means of isolating the Generation Customer's generating facilities from EDTI's electric distribution system. EDTI may disconnect a Generation Customer's generating facilities from EDTI's electric distribution system without prior notice where in EDTI's opinion:

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

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

9.3.4 Service Calls

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

9.3.5 Metering and Settlement

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



Page: 30 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

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

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

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

Upon receipt of a request by the Generation Customer, EDTI will install bi-directional, four quadrant metering facilities to measure active and reactive energy as identified in Section 9.3.5(a). EDTI will be responsible to interrogate the meter and perform all settlement system code transactions with the ISO and the Power Pool. The Generation Customer will be provided with consumption and power production information for its internal use. The Generation Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs

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

9.3.6 Meter Test

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

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

EDTI may, at any reasonable time, read, inspect, remove and test a meter owned or controlled by the Generation Customer. EDTI shall have the right to enter a



Page: 31 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

Generation Customer's property for the purpose of reading, inspecting, testing or removing the meter, and the Generation Customer shall not prevent or hinder EDTI's entry.

9.3.7 Energy or Demand Diversion

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

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

9.3.8 Permits, Licences and Authorizations

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

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

9.3.9 Approvals

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

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

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

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



Page: 32 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

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

9.4 Incremental Interconnection Costs

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

- (a) any costs of connection to EDTI's electric distribution system, including any cost sharing to Load Customers;
- (b) any costs to upgrade existing distribution facilities;
- (c) an application fee associated with performing engineering estimates, planning, operating or protection studies or any additional or routine modelling and testing required by the ISO;
- (d) any costs of protection, anti-islanding circuitry, communication facilities, telemetry or modification to distribution or transmission facilities required to reliably separate the generator from the electric system.

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

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

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



9.5 Payment Options and Credit Requirements

9.5.1 Payment Option

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

9.5.2 Minimum Financial Criteria

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

- (a) the Generation Customer or an affiliate or person which guarantees the financial obligation of the Generation Customer in a manner acceptable to EDTI has at least an “A” rating for its senior, unsecured, non-credit enhanced, long term from Standard and Poor’s bond rating service or an equivalent rating from a major reputable bond rating service satisfactory to EDTI; or
- (b) the Generation Customer provides, in a manner acceptable to EDTI, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, a trust company, credit union or other lending institution that is acceptable to EDTI.

9.5.3 Required Credit Information

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

- (a) most recent credit rating report from a recognized rating agency and a list of bank credit and trade references, including address, phone numbers and bank officer;
- (b) audited financial statements for the latest two years (two most recent annual report to shareholders, if applicable);
- (c) description of the corporate structure, including the name of the chief executive officer and chief financial officer;



Page: 34 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

- (d) legal name, address, phone, and fax numbers of the Generation Customer;
and
- (e) certificate specifying the names, titles, and specimen signatures of the
persons authorized to approve and confirm contracts.

9.5.4 Costs

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

ARTICLE 10 - METERS

10.1 Installation of Meters

10.1.1 Provision and Ownership

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

10.1.2 Responsibility of Customer

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

10.2 Location

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

10.3 Access to Meters

EDTI may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Customer.

Upon written request to EDTI, the Customer may access pulse data directly from its interval meter. The Customer Connection Guide, as amended from time to time, sets out the method in which costs are to be recovered.



10.4 Meter Testing

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

10.5 Energy or Demand Diversion

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

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

10.6 Changes to Metering Equipment

Should a Customer request new metering equipment beyond the basic service, EDTI shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Customer and meet EDTI's requirements. The Customer shall bear the cost of providing and installing the metering equipment and ongoing operating costs. The cost for upgrading to an interval meter is as set forth in the Fee Schedule. For changes to metering equipment on primary distribution voltage levels, the cost of providing and installing such metering equipment and the ongoing operating costs, will be determined on a case by case basis.

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

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



configuration of the Customer's service. The Customer shall bear the cost of changing the metering equipment.

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

ARTICLE 11 - CHANGE IN SERVICE

11.1 Changes to Service Requirements

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

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

11.2 Changes to EDTI Facilities

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

11.3 Impact of Changes on Customer's Electric Service Agreement

11.3.1 Increases

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



Customer's Contracted Minimum Demand and calculate the amount of any refund, subject to the following:

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

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

11.3.2 Decreases

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

- (a) If a Customer's Forecast Peak Demand decreases, the Customer's Contracted Minimum Demand shall not be reduced.
- (b) The Customer shall pay any amount charged to EDTI by the ISO as a direct result of the Customer's reduction in the Contracted Minimum Demand.

11.4 Changes to System Access Costs

If EDTI must modify its arrangements with the ISO to accommodate a change in Customer's service requirements, the Customer pays for all costs attributable to such modification, including, but not limited to, additional contributions required from EDTI



by the ISO. The attributable costs are determined as described in the section “Determination of EDTI Transmission Costs and Transmission Contributions”.

ARTICLE 12 - SERVICE DISCONNECTION AND RECONNECTION

12.1 Disconnection by Customer

12.1.1 Temporary Disconnection

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

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

12.1.2 Discontinuance of Distribution Access Service and Permanent Disconnection

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

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

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

12.2 Disconnection by EDTI

12.2.1 Disconnection without Notice

If EDTI believes there is any actual or threatened danger to life or property, or in any other circumstances, the nature of which, in EDTI’s sole judgement requires such action, EDTI has the right to withhold connection or to disconnect a Customer’s Service Connection without prior notice to the Customer. More



specifically, and without limitation of the foregoing, EDTI may exercise this right in the event that:

- (a) in the opinion of EDTI, the Customer has permitted the Customer's facilities to become hazardous, the Customer's facilities fail to comply with applicable statutes, standards and codes and/or EDTI requirements, or if the use of the Service Connection may cause damage to any other Service Connection or facilities;
- (b) to the knowledge of EDTI, or in its sole judgement, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently. In this event, the Service Connection may not be restored until the Customer facilities are approved by the appropriate authority. EDTI shall provide written notice to the Customer within a reasonable time of the reason for the disconnection under this subsection and the actions required for reconnection;
- (c) on account of theft by the Customer of any EDTI Facilities;
- (d) if any tampering with any service conductors, seals or any other Facilities of EDTI or any meters, whether or not provided by EDTI is discovered; or
- (e) if the Customer changes its requirements for a Service Connection or Distribution Tariff Services without the permission of EDTI.

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

12.2.2 Disconnection with Notice

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

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under these Terms and Conditions (which amount is not the subject of a good faith dispute); provided that a residential rate classification Customer will not be disconnected for non-payment at any time during the period from October 15 to April 15 or at any other time



Page: 40 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the propose disconnection;

- (b) as required by law;
- (c) subject to Section 12.2.2(a), if the Customer is in violation of any of these Terms and Conditions or any of the terms of an Electric Services Agreement with EDTI;
- (d) any other similar circumstances to those described above that EDTI determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon forty-eight (48) hours notice.

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

12.3 Reconnect Service

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

Before reconnecting or restoring service, the Customer shall pay:

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

12.4 Removal of Facilities

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

ARTICLE 13 - CONTRACT EXIT PROVISIONS

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

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



13.1 Distribution Related Exit Charge

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

The Distribution Related Exit Charge is:

- (a) the present value of future revenue streams associated with the existing Facilities being removed; plus
- (b) the estimated salvage costs; plus
- (c) any outstanding amounts attributable to the Customer with respect to, but not limited to, any deferral accounts and Commission approved riders and charges arising from services supplied by EDTI prior to the termination of service; less
- (d) the estimated salvage value.

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

13.2 Transmission Related Exit Charge

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

The Transmission Related Exit Charge is:

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

ARTICLE 14 - LIABILITY AND INDEMNITY

14.1 EDTI Liability

Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between EDTI and a Customer relating to the provision of Distribution Tariff Services (an “EDTI Agreement”) EDTI, its directors, officers, agents, employees and representatives (“EDTI Parties”) shall not be liable to the Customer, its directors,



Page: 42 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

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

14.2 Release

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

14.3 EDTI Not Liable to Customer

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

- (a) caused by or arising from any EDTI Party’s conduct in compliance with, or as permitted by, these Terms and Conditions, the Terms and Conditions for Distribution Access Service, a Distribution Services Agreement between EDTI and a Retailer or any legal or regulatory requirements related to service provided to Retailers;
- (b) caused to the Customer and arising from any failure of a Retailer to comply with the Terms and Conditions for Distribution Access Service, any agreement with EDTI relating to Distribution Tariff Services or for any damages caused by or arising from equipment installed or actions taken by a Retailer;
- (c) caused by or arising from a Retailer’s failure to perform any commitment to the Customer, including but not limited to the Retailer’s obligation, including its



Page: 43 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

obligation under Part 8 of the Act, to provide Retail Electricity Services including Distribution Tariff Services to the Customer; or

- (d) caused by or resulting from any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Distribution Access Service or performing any of the Retailer's functions in providing Retail Electricity Services including Distribution Tariff Services to Customers.

14.4 Customer Liability

In addition to any other liability provisions set out in the Terms and Conditions or any provision in an EDTI Agreement, a Customer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EDTI Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of an Customer Party that result in a breach ("Breach") of these Terms and Conditions or the applicable EDTI Agreement, or any negligent or wilful acts or omissions of harm of a Customer Party outside of a Breach. Any liability under this section will be limited to an amount in proportion to the degree to which the Customer Party is at fault.

14.5 Force Majeure

14.5.1 Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects EDTI's ability to provide a Service Connection or other interconnection to its electric distribution system or Distribution Tariff Services, EDTI's obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its electric distribution system or the provision of Distribution Tariff Services, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Distribution Tariff Services. The Minimum Charge, if applicable, will continue to be payable during the period in which EDTI claims relief by reason of Force Majeure.

14.5.2 Notice

EDTI shall promptly give the relevant party notice of the Force Majeure including full particulars hereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of EDTI's obligations.



14.5.3 Obligation to Remedy

EDTI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

14.5.4 Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EDTI and EDTI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of EDTI or deprive EDTI of the benefits of this Section 14.5.

ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO SERVICES

15.1 Ownership of Facilities

EDTI remains the owner of all Facilities necessary to provide Distribution Access Service to the Customers, unless an agreement between EDTI and a Customer specifically provides otherwise.

Payment made by Customers for costs incurred by EDTI in installing Facilities does not entitle Customers to ownership of any such Facilities, unless an agreement between EDTI and a Customer specifically provides otherwise.

15.2 Distribution Access Service Obtained from Retailer

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

15.3 Proper Use of Services

The Customers assume full responsibility for the proper use of the Service Connection and Distribution Tariff Services provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or appurtenances energized by energy on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property. The Customer shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to EDTI, its agents or employees, EDTI property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of energy over the wires, cables, devices or other Facilities owned or controlled by the Customer; (ii) the Customer's improper or negligent use of energy or electric



Page: 45 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

wires, cables, devices or other facilities; or (iii) the negligent acts or omissions or wilful acts or omissions of the Customer or any person permitted on the Customer's property.

15.4 Independent System Operation or Transmission Facility Owner Requirements

The Customers acknowledge and agree that EDTI is bound by all operating instructions, policies and procedures of the ISO and transmission facility owners which are needed to maintain the integrity of the Interconnected Electric System. The Customers acknowledge and agree that they will cooperate with EDTI so that EDTI will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.

15.5 Compliance with Applicable Legal Authorities

EDTI and the Customers are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all applicable existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. EDTI will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the ISO or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide a Service Connection or Distribution Tariff Services to the Customers. EDTI's obligation to provide a Service Connection or Distribution Tariff Services is subject to the condition that all requisite governmental and regulatory approvals for the provision of the Service Connection or Distribution Tariff Services will have been obtained and will be maintained in force during such period of service.

15.6 Interference with EDTI's Property

No one other than an employee or authorized agent of EDTI shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by EDTI. The Customers shall not interfere with or alter the meter, seals, or other Facilities or permit the same to be done by any person other than the authorized agents or employees of EDTI.

15.7 Service Interruption

While EDTI takes all reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service. Without liability of any kind to EDTI, EDTI shall have the right to disconnect or otherwise curtail, interrupt or reduce Distribution Access Service to Customers whenever EDTI reasonably determines, or when EDTI is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is:



-
- (a) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EDTI's Facilities;
 - (b) to maintain the safety and reliability of EDTI's electric distribution system; or,
 - (c) due to any other reason including dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of EDTI's electric distribution system or Force Majeure.

15.8 No Assignment

A Customer shall not assign any of its rights or obligations under these Terms and Conditions or any other agreement with EDTI relating to a Service Connection or Distribution Tariff Services without obtaining any necessary regulatory approvals and EDTI's approval where required in such agreement. No assignment shall relieve the Customer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and EDTI has agreed to the novation. Any assignment in violation of this section shall be void.

15.9 No Waiver

The failure of EDTI or a Customer to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or any other agreement between EDTI and the Customer relating to a Service Connection or Distribution Tariff Services, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement between EDTI and a Customer relating to a Service Connections or Distribution Tariff Services shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

15.10 Law

These Terms and Conditions and any other agreement between EDTI and a Customer relating to a Service Connection or Distribution Tariff Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions or any other agreement relating to a Service Connection or Distribution Tariff Services shall be brought in the courts of the Province of Alberta.



Page: 47 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

15.11 Request Under Section 101 (2) of the Act

In accordance with Section 101(2) of the Act, a Transmission Direct-Connect Customer may, with the prior approval of EDTI, enter into an arrangement directly with the Independent System Operator for the provision of System Access Service. Should EDTI grant such approval, EDTI reserves the right to bill the Customer directly for all Local Access Fees and Commission approved riders and charges arising from services provided by EDTI prior to the Customer receiving System Access Service directly from the Independent System Operator pursuant to such arrangement.



SCHEDULE A — AVAILABLE EDTI INVESTMENT

1. Maximum Investment

The maximum investment that EDTI will make in new services or expansions for Residential, General Service and Industrial Customer classes is as follows:

(a) Residential Customers:

- for new (raw land) underground development areas, EDTI will provide a contribution of \$2,530 for each lot;
- for single family residential, rural acreage and farm in a previously un-serviced area to be serviced with overhead power, EDTI will install single-phase overhead primary lines on public roadways up to an existing lot within the boundary of the City of Edmonton at no charge and will provide a contribution of up to \$783 for the transformer installation and the Service Connection;
- for multiple family residential, in a previously serviced area, EDTI will provide a contribution of \$503 for each Service Connection.

(b) General Service and Industrial Customers

- \$260 per kVA of Contracted Minimum Demand for the Service Connection for the first 2,500 kVA and \$116 per kVA thereafter.
- for a raw land industrial subdivision adjacent to an existing subdivision with three-phase service, EDTI will extend the overhead three-phase primary service on public roadways at no charge.

(c) Underground Industrial Developments (raw land)

- Upon completion of the underground servicing of an industrial area, EDTI will provide a rebate determined as 80% of the total installed cost of the underground distribution facilities installed to service raw industrial land. This cost will be calculated by EDTI based on EDTI's costs, as determined and published by EDTI from time to time, for the types of cables and switching cubicles installed, and for such activities as trenching and terminations.



Page: 49 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

2. Eligibility for Investment

- (a) The following Facilities are eligible for investment:
- distribution three-phase and single-phase extensions;
 - transformers (or a share of a transformer, if the transformer is shared by more than one Customer e.g. rural acreages);
 - standby feeder where required by EDTI;
 - primary cable to EPCOR Transformer on property (excluding Multi-Family Sites)
- (b) The following Facilities are not eligible for investment:
- transformer pad and civil works on private property;
 - standby feeders not required by EDTI;
 - secondary underground services in aerial distribution areas.



Page: 50 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE B — Electric Service Agreement
for
Distribution Connection Services

This Agreement dated for reference as of the ___ day of _____, 20__

Between:

(Customer Name)
(Address)
(hereinafter called the “Customer”)

- and -

EPCOR Distribution & Transmission Inc.,

a body corporate with its head office in the City of Edmonton in the Province of Alberta
(hereinafter called “EDTI”)

REFERENCE IS MADE TO THE EDTI TERMS AND CONDITIONS FOR DISTRIBUTION CONNECTION SERVICES (THE “TERMS AND CONDITIONS”), AS AMENDED FROM TIME TO TIME, PREPARED BY EDTI AND APPROVED BY THE ALBERTA UTILITIES COMMISSION (“AUC”) IN ACCORDANCE WITH THE *ELECTRIC UTILITIES ACT* (ALBERTA). THIS ELECTRIC SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (THIS AGREEMENT TOGETHER WITH THE TERMS AND CONDITIONS ARE REFERRED TO HEREIN AS THE “AGREEMENT”). THE MOST CURRENT FORM OF THE TERMS AND CONDITIONS ARE POSTED ON EDTI’S WEBSITE AT:

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS ELECTRIC SERVICE AGREEMENT HAVE THE MEANINGS SET FORTH IN THE TERMS AND CONDITIONS.

In consideration of the respective promises, covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:



Page: 51 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

1. **Service.** The Customer agrees to obtain from EDTI and EDTI agrees to provide to the Customer Distribution Access Service in relation to the Service Connection specified below (the “Service”) in accordance with the provisions of this Agreement.

2. **Parameters.** The Customer and EDTI agree to the following parameters for the provision of the Service:
 - a. Location of Service Connection: _____
 - b. Contract Term: _____ 15 years _____
 - c. EDTI Investment _____
 - d. Customer Contribution (plus application GST) _____
 - e. Forecast Peak Demand: _____
 - f. Contracted Minimum Demand: _____
 - g. Main Feeder _____
 - h. Standby Feeder if applicable _____
 - i. Applicable Distribution Tariff _____
 - j. Special charges (Facilities Charge, etc.) _____
 - k. Special Arrangements _____
 - l. Service Configuration _____

3. **Term.** This Agreement shall become effective on the In-service Date, and thereafter shall remain in effect until terminated by either party hereto in accordance with Article 13 of the Terms and Conditions. Termination of this Agreement shall be subject to the Distribution Related Exit Charge as outlined in Section 14.1 of the Terms and Conditions. Notwithstanding anything to the contrary contained herein, this Agreement shall not become effective and is not binding until accepted by EDTI.

4. **Fees and Payment.** The Customer agrees to pay for the Service in accordance with the Terms and Conditions. Fees and charges payable by the Customer will be determined based on the greater of the actual Demand or the Contracted Minimum Demand.

5. **Forecast Peak Demand.** The Customer shall under no circumstances exceed the Forecast Peak Demand and shall provide one (1) year prior written notice to EDTI of any increase in the Forecast Peak Demand. The Customer acknowledges and agrees that failure by the Customer to adhere to this provision may cause serious damage to EDTI’s Facilities for which the Customer will be responsible.



Page: 52 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

-
6. **Use Restricted.** The Service provided hereunder is provided for the Customer's use only at the location specified above and the Customer shall not permit any other person to use such Service
 7. **Customer Acknowledgements.** The Customer acknowledges and agrees that:
 - a. it has reviewed and understands this Agreement, including the Terms and Conditions, and agrees to be bound by them in all transactions with EDTI;
 - b. the Terms and Conditions may change from time to time, and that a copy of the Terms and Conditions is on file at the offices of EDTI and available on-line at the website of EDTI noted above;
 - c. no Person, whether an employee or agent of EDTI or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the EUB;
 - d. it has been offered a copy of EDTI's Customer Connection Guide and is aware of the policies and business practices of EDTI detailed therein and that the Customer Connection Guide can also be accessed on-line at <http://www.epcor.ca/customers>
 8. **EDTI Facilities.** Notwithstanding any Customer Contribution, the Customer shall not acquire any ownership interest in any EDTI Facilities.
 9. **Limited Liability.** EDTI's liability for injuries and/or damage to persons or property is limited by the Terms and Conditions.
 10. **Regulatory Authority.** This Agreement is subject to all applicable legislation, including the *Electric Utilities Act* (Alberta) and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the EUB or any other regulatory authority having jurisdiction over EDTI or the matters addressed herein.
 11. **Assignment / Enurement.** The Customer may not assign this Agreement without the prior written consent of EDTI. This Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and permitted assigns.
 12. **Severability.** If any provision of this Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
 13. **Headings.** The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.



Page: 53 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

- 14. **Entire Agreement / Modification.** This Agreement, including the Terms and Conditions as amended from time to time, constitutes the entire agreement between the parties and supersedes all prior agreements between the Customer and EDTI for provision of the Service. Except for modifications of the Terms and Conditions, which may be made in accordance with the provisions thereof, no modification or alternation of this Agreement shall be binding on either party unless reduced to writing and signed by the parties hereto.
- 15. **Notice.** All notices required pursuant to this Agreement shall be in writing and shall be given personally, by facsimile or by prepaid registered mail addressed to the party for which the notice is intended to its address designated below or to such other address as may be substituted by notice given in accordance with this provision.

EPCOR Distribution & Transmission Inc.
2000 – 10423 101 Street
Edmonton, Alberta
T5H 0E8

Contact Name: Customer Engineering Services
Telephone No.: (780)412-3500 **Fax No.:** (780)412-3250

Customer Name: _____
Address: _____

Customer Name
(Address)

Contact Name:
Alternate Contact Name:
Telephone No.: **Alternate:**
Fax No.: **Alternate:**

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

[customer Name]
Per: _____
Name: _____
Title: _____

EPCOR Distribution & Transmission Inc.
Per: _____
Name: _____
Title: _____



Page: 54 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE C — Agreement for Distribution Connection Service

EPCOR Distribution & Transmission Inc.
2000 – 10423 101 Street
Edmonton, Alberta
T5H 0E8

Re: Agreement for Distribution Connection Service

Customer Name: _____ (the “Customer”)

Site Address: _____ (the “Site”)

Main Contact Name: _____
Telephone No.: _____ Alternate: _____ Fax: No: _____
Alternate Contact Name: _____
Telephone No.: _____ Alternate: _____ Fax: No: _____

Thank you for your request that EPCOR Distribution & Transmission Inc. (“EDTI”) connect your Site to EDTI’s electric distribution system.

EDTI connects sites and provides distribution access service pursuant to its Distribution Tariff, which includes the Terms and Conditions for Distribution Connection Services (the “DCS Terms and Conditions”), Distribution Tariff Policies, Rate Schedules and Fee Schedule as revised from time to time and approved by the Alberta Utilities Commission (“AUC”) under the *Electric Utilities Act* (Alberta). This Electric Service Agreement is subject to those documents, and both EDTI and the Customer are bound by the provisions of those documents. Those documents in their most current form are posted on EDTI’s website at:

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

The Customer agrees to obtain from EDTI, and EDTI agrees to provide to the Customer, Distribution Connection Service in relation to the Site in accordance with the provisions of this Agreement.

The Forecast Peak Demand for the Site will be _____.

This Agreement may be terminated by EDTI or the Customer in accordance with section 14 of the DCS Terms and Conditions. Termination of this Agreement will be subject to the Exit Charges as outlined in Section 14 of the DCS Terms and Conditions. For the purposes of section 13.1 of the DCS Terms and Conditions, the initial term of this Agreement will be 15 years from the In-Service Date (the date on which the Customer specifies service is to be available or the date the service is actually available, whichever is later). The Customer may not assign this Agreement without the prior written consent of EDTI.

EDTI requires that [CUSTOMER NAME] indicate its understanding and acceptance of the contents of this Agreement by signing in the appropriate space below. [CUSTOMER NAME] represents that the person signing this Agreement on [CUSTOMER NAME]’s behalf is properly authorized to do so.

EPCOR Distribution & Transmission Inc.



Page: 55 of 55
Effective: 2013-04-01
Supercedes: 2012-01-01

The contents of this Agreement are understood and agreed to by [CUSTOMER NAME].

Per: _____
Authorized Signing Officer

Name: _____ Title: _____

Date of Signature: _____



Page: Page 1 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

DISTRIBUTION TARIFF POLICIES



Page: Page 2 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

TABLE OF CONTENTS

ARTICLE 1 –INTRODUCTION TO POLICIES	3
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	3
2.1 Definitions	3
2.2 Conflicts	7
2.3 Extended Meanings	7
ARTICLE 3 – POLICIES	7
3.1 Policies	7
SCHEDULE A: - DISTRIBUTION ACCESS SERVICE TARIFF TREATMENT OF STANDBY SERVICES POLICY	8
SCHEDULE B: - TRANSMISSION ACCESS TARIFF TREATMENT OF STANDBY SERVICES POLICY	10
SCHEDULE C: - APPLICABILITY OF EXISTING SITE DEMAND RATCHETS TO NEW CUSTOMERS POLICY	13
SCHEDULE D: - TOTALIZATION OF TRANSMISSION DEMAND POLICY.....	16
SCHEDULE E: - HARD TO READ METER POLICY	18
SCHEDULE F: - ALLOCATION OF SHARED FEEDER COSTS FOR SITE SPECIFIC CUSTOMERS POLICY	20
SCHEDULE G: - REQUEST UNDER SECTION 101(2) OF THE ACT POLICY.....	24



Page: Page 3 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

ARTICLE 1 – INTRODUCTION TO POLICIES

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

These Policies apply, as applicable, to the implementation of the Rate Schedules, the Terms and Conditions for Distribution Service Connections and the Terms and Conditions for Distribution Access Service.

The service provided by EDTI under the Distribution Tariff is regulated by the Board and parties having any inquiries or complaints regarding these Policies may direct such inquiries or complaints directly to EDTI or to the Commission.

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

<http://www.epcor.com/power/rates-tariffs/Pages/access.aspx>

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Policies, shall have the meanings set forth below:

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

“**Ancillary Services**” has the meaning attributed to it in the Act;

“**Board**” or “**EUB**” means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act*, R.S.A., 2000, c. A-17, as re-enacted, amended or replaced from time to time;

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

“**Commercial Operation**” means the date upon which a load or Generating Unit begins to operate on EDTI’s distribution system in a manner which is acceptable to EDTI and



Page: Page 4 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

which is expected to be normal for it to so operate, after Energization and Commissioning.

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

“**Commissioning**” means those limited activities (as approved in advance by EDTI and subject to written agreement) conducted after interconnection which are required to ensure that a facility can satisfactorily enter Commercial Operation and that a facility meets EDTI’s requirements. Such written agreement will not extend beyond a three month period or a mutually agreed to commissioning period.

“**Contracted Minimum Demand**” means the minimum Demand in kW or kVA specified in the Electric Service Agreement;

“**Customer**” means a person purchasing electricity for that person's own use from a Retailer;

“**De-energization**” has the meaning attributed to it in the Settlement System Code and “**De-energized**” and “**De-energize**” have correlative meanings;

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

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

“**Distribution Access Service Tariff**” means DT - Schedule 1, entitled “Distribution Access Service Tariff” forming part of the Rate Schedules.

“**Distribution Services Agreement**” means an agreement between EDTI and a Retailer for the provision of the applicable Distribution Access Service;

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

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

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

“**Electric Service Agreement**” means an agreement between EDTI and a Customer for



Page: Page 5 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

the provision of Distribution Access Service in relation to a Service Connection;

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

“Emergency” means, as declared by the ISO System Controller, either: any abnormal system condition which requires immediate manual or automatic action to prevent abnormal system frequency deviation, abnormal voltage levels, equipment damage, or tripping of system elements which might result in cascading effects; or a state in which the Interconnected Electric System lacks sufficient System Support Services.

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

“Energization” has the meaning attributed to it in the Settlement System Code

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

“Final Settlement” means final settlement under the Settlement System Code;

“Force Majeure” means: acts of God; strikes; lockouts or other industrial disturbances; vandalism; wars; riots; epidemics; landslides; lightning; earthquakes; explosions; fires; storms; intervention of federal, provincial, or local government (or from any of their agencies or boards); the order or direction of any court; inability to obtain, interruption, suspension, curtailment or other diminution of, supply of materials, utilities, or services from any supplier (including, without limitation, transmission facility owners, System Support Service providers or the ISO) and any other causes, whether of the kind herein enumerated or otherwise, not within the control of EDTI and which by the exercise of due diligence EDTI is unable to prevent or overcome.

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

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

“Load” means energy consumed by Customers together with allocated losses and unaccounted for energy;

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



Page: Page 6 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

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

“**MVA**” means megavolt-ampere or megavolt-amperes;

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

“**Rate Schedules**” means the Distribution Access Service Tariff and the Transmission System Access Service Tariff, which set out charges for Distribution Tariff Services;

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

“**Regulations**” means regulations made under the Act;

“**Retailer**” means a person who sells or provides Electricity Services directly to Customers and carries out the functions and duties of a “retailer” under the Act, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible customers, and Self-Retailers;

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

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

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

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

“**Standby Site**” means a Site, associated with a main Site, that is constructed for redundancy and is designated as a “Standby Site” by EDTI;

“**Transmission System Access Tariff**” means DT - Schedule 2, entitled “Transmission System Access Tariff” forming part of the Rate Schedules.

Words and phrases that used in these Policies that given meaning in another part of the Distribution Tariff and are not otherwise defined in these Policies shall have the meanings given to those words and phrases in that other part of the Distribution Tariff.



Page: Page 7 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

2.2 Conflicts

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

If there is any conflict between a provision in these Policies, as may be amended from time to time, and a provision in the Terms and Conditions for Distribution Service Connections or the Terms and Conditions for Distribution Access Service, the provision in the Terms and Conditions for Distribution Service Connections or the Terms and Conditions for Distribution Access Service, as applicable, shall govern.

If there is any conflict between a provision in these Policies, as may be amended from time to time, and a provision in a Distribution Services Agreement or any other existing or future agreement between EDTI and a Retailer relating to Distribution Tariff Services, the provision in these Policies shall govern.

2.3 Extended Meanings

In these Policies, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa. Words importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

ARTICLE 3 – POLICIES

3.1 Policies

The Policies consist of the following:

- a) the Distribution Access Service Tariff Treatment of Standby Services Policy attached as Schedule “A”;
- b) the Transmission System Access Tariff Treatment of Standby Services Policy attached as Schedule “B”;
- c) the Applicability of Existing Site Demand Ratchets to New Customers Policy attached as Schedule “C”;
- d) the Totalization of Transmission Demand Policy attached as Schedule “D”; and
- e) the Hard to Read Meter Policy attached as Schedule “E”
- f) the Determination of Charges for Site Specific Customers Served by Shared Feeders Policy attached as Schedule “F”



Page: Page 8 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

SCHEDULE A: - DISTRIBUTION ACCESS SERVICE TARIFF TREATMENT OF STANDBY SERVICES POLICY

Introduction:

This Policy sets out EDTI's policy in relation to the treatment under its Distribution Access Service Tariff of services provided for Standby Sites

Other Related Policies:

Transmission System Access Tariff Treatment of Standby Services Policy.

Rate Classes Affected:

This Bulletin is applicable to sites designated as Standby Sites belonging in the following Distribution Access rate classes:

- Commercial/Industrial Service 150 to < 5,000 kVA
- Primary Commercial/Industrial Service 150 to < 5,000 kVA

Policy:

1. This Policy deals with the application of EDTI's Distribution Access Service Tariff to services provided to Standby Sites.
2. EDTI's Distribution Access Service Tariff is applied at the Site level.
3. Standby Sites are designed to be used infrequently, during periods when the associated main Site is down for maintenance or is otherwise unavailable. When properly used in this manner, the load on the Standby Site(s) will exhibit absolute diversity relative to the main Site (i.e. the main Site and Standby Site(s) will not be simultaneously loaded). The Standby Site will then qualify to have its Demand Charges waived.
4. In cases where EDTI requires that a Customer with a Standby Site switch Load to the Standby Site, EDTI will waive the Demand Charges on that site.

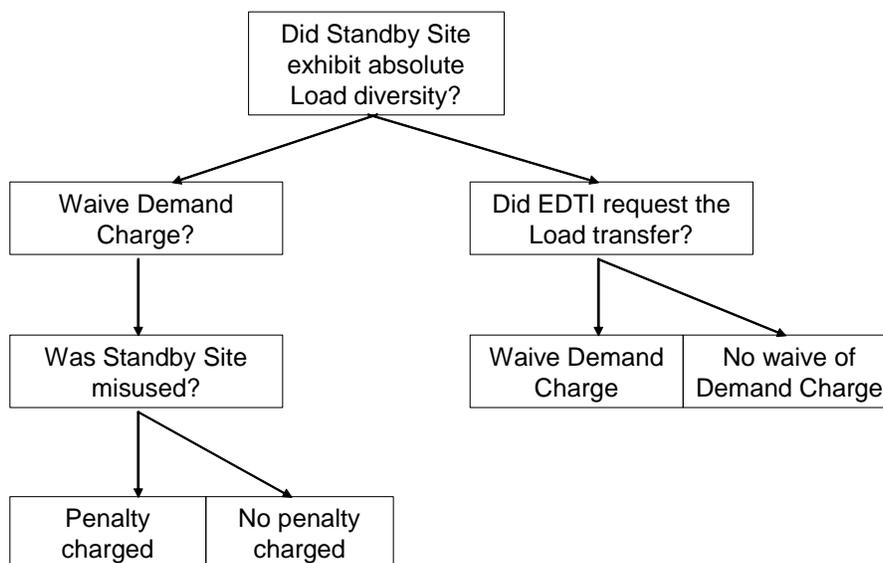


Page: Page 9 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

5. Standby Sites must not to be used for peak avoidance or Load splitting purposes (e.g. the peak demand registered on a Standby Site or the coincident sum of the peak demand registered on a main Site and the associated Standby Site(s) must not exceed the previously established peak on the main Site). Such misuse of the Standby Site will result in a penalty charge for each incidence of misuse determined as follows:

$$\text{Penalty Charge} = \$10 \times (\text{KW}_{\text{Standby site peak demand}} - \text{KW}_{\text{Main site billing demand}})$$

6. The following flow chart illustrates the Distribution Access Service Tariff treatment for Standby Sites:



7. For tariff administration purposes, all Standby Sites are initially assumed to have achieved absolute load diversity and will receive the Demand Charge waiver. The waiver will only be revoked if EDTI subsequently determines that the Standby Site did not qualify for the waiver.
8. EDTI will conduct periodic reviews on Standby Sites to verify that they are not being misused. EDTI’s determination shall be final.
9. EDTI will not make any further adjustments to the waiver of Demand Charges after the Final Settlement date.
10. This Policy will take effect on January 1, 2013 and will supersede and replace the previous policy applicable to the treatment of services for Standby Sites under EDTI’s Distribution Access Service Tariff.



Page: Page 10 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

SCHEDULE B: - TRANSMISSION ACCESS TARIFF TREATMENT OF STANDBY SERVICES POLICY

Introduction:

This Policy sets out EDTI's policy in relation to the treatment under its Transmission System Access Tariff of services provided for Standby Sites.

Other Related Policies:

Distribution Access Tariff Treatment of Standby Services Policy.

Rate Classes Affected:

This Policy applies to Sites designated by EDTI as Standby Sites belonging in the following Transmission System Access Tariff rate class:

- Primary and Secondary Commercial/Industrial Service 150 to < 5,000 kVA Connected to EPCOR's Distribution System
- Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA

Policy:

1. This Policy deals with the application of EDTI's Transmission System Access Service Tariff to services provided for Standby Sites.
2. EDTI's Transmission System Access Tariff is designed to "flow-through" the charges under the ISO's tariff.
3. Although the ISO's tariff does not address Standby Sites, EDTI has determined that under certain conditions, a waiver by EDTI of the demand charges under EDTI's Transmission System Access Tariff for Standby Sites is consistent with the "flow-through" design philosophy of its Transmission System Access Tariff.



Page: Page 11 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

4. In all cases where customers plan to use their Standby Site(s), the Customer must receive authorization from EDTI's Operator in Charge a minimum of 24 hours in advance of this planned use. Depending on the anticipated system loading this request may be rejected and/or an alternate more suitable time scheduled (i.e. to avoid increasing POD demands). As well, when directed by EDTI to do so, the Customer must forthwith switch the Load back on to the main Site(s). The Operator in Charge for EDTI is:

D&T System Control Operator
North Service Centre
12116-107 St.
Edmonton, Alberta. T5G 2S7
Phone: (780) 412-4501 Fax: (780) 412-4530

- a) Where both the main Site and associated Standby Site(s) are connected to the same POD, the Standby Site(s) will receive a waiver of the demand charges under EDTI's Transmission System Access Tariff.
- b) Where the main Site and associated Standby Site(s) are connected to different PODs, the Standby Site(s) will receive a waiver of the demand charges under EDTI's Transmission Access Tariff **only** if the Customer has received authorization and followed the instructions provided by EDTI's Operator in Charge.
5. Standby Sites must not to be used for peak avoidance or load splitting purposes (e.g. the peak demand registered on an associated Standby Site(s) must not exceed the peak on the main Site). Such misuse of the Standby Site will result in a penalty charge for each incidence of misuse determined as follows:

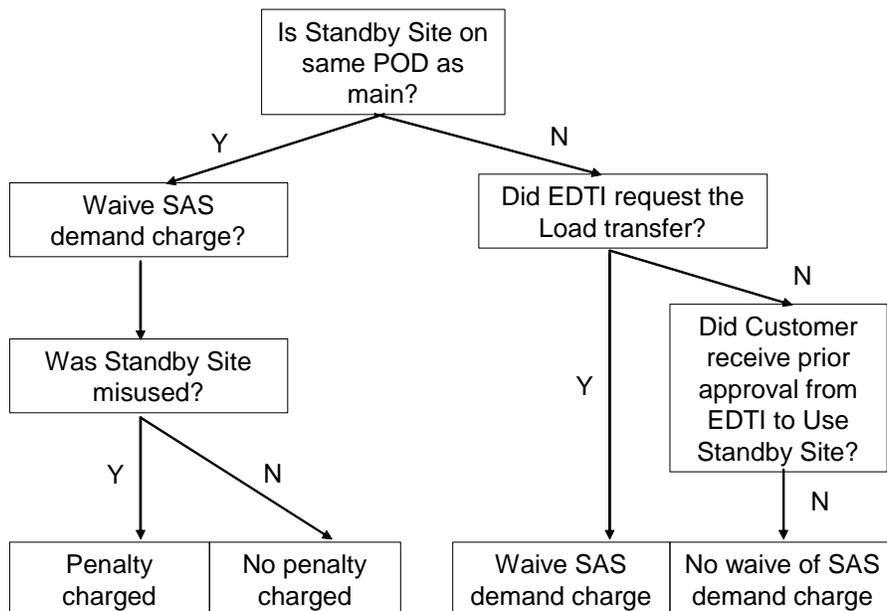
$$\text{Penalty Charge} = \$10 \times (\text{KW}_{\text{Standby Site peak demand}} - \text{KW}_{\text{Main Site billing demand}})$$

6. In cases where EDTI requires the Customer with a Standby Site to switch load to the Standby Site, EDTI will also waive the demand charges under EDTI's Transmission System Access Tariff at that site.



Page: Page 12 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

7. The following flow chart illustrates the Transmission System Access Tariff treatment for Standby Sites :



8. For tariff administration purposes, all Standby Sites are initially assumed to have met the above qualifying criteria, and will have the demand charges under the Transmission System Access Tariff waived. The waiver will only be revoked if EDTI subsequently determines that the Standby Site did not qualify for the waiver.
9. EDTI will conduct periodic reviews on Standby Sites to verify that they are not being misused. EDTI’s determination shall be final.
10. EPCOR will not make any further adjustments in relation to the waiver of demand charges under the Transmission System Access Tariff after the Final Settlement date.
11. This Policy will take effect on January 1, 2013 and will supersede and replace the previous policy applicable to the treatment of services for Standby Sites under EDTI’s Transmission System Access Tariff.



Page: Page 13 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE C: - APPLICABILITY OF EXISTING SITE DEMAND RATCHETS TO NEW CUSTOMERS POLICY

Introduction:

This Policy sets out EDTI's policy in relation to the continued application of pre-existing demand ratchets in determining charges to Retailers under EDTI's Distribution Access Service Tariff and Transmission System Access Tariff in cases where a new Customer has moved onto a Site in EDTI's service area.

Other Related Policies:

None.

Rate Classes Affected:

This Policy is applicable to all rate classes subject to demand ratchets under EDTI's Distribution Access Tariff and Transmission System Access Tariff.

Policy:

1. Maintaining records and accounts relating to customers is the responsibility of retailers, as per Part 3.2, section 31.992(2) of the *Electric Utilities Act*. The billing systems of Wires Services Providers (like EDTI) are therefore generally not designed to track customers of retailers. Changes to customer identities are not monitored by EDTI.
2. Demand ratchets incurred by EDTI under its Transmission System Access Tariff in relation to ISO transmission charges to serve Sites are not reset by the ISO due to Customer turnover at EDTI's Sites. Article 21 of the ISO's 2003 Tariff Terms and Conditions of Service ("ISO Terms and Conditions") sets out the limited conditions under which the ISO may, in its discretion, waive its peak "Metered Demand" for a POD.
3. Existing demand ratchets EDTI's Transmission System Access Tariff applicable to Sites will not be reset due to Customer turnovers at the Sites and the charges to the Retailers for the new Customers will continue to be based on the existing demand ratchets for the Sites. The only exceptions are if the demand ratchet for a Site was caused by one of the events listed in Article 21 of the ISO Terms and Conditions. Those events are:



Page: Page 14 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

- “Commissioning” as defined in Article 1 of the ISO Terms and Conditions;
- activities required to repair and maintain transmission facilities;
- pre-scheduled activities required to repair and maintain distribution facilities;
- load restoration activities following an outage of transmission or distribution facilities or caused by an “Emergency” as defined in Article 1 of the ISO Terms and Conditions;
- an event of “Force Majeure” as defined in Article 1 of the ISO Terms and Conditions, or
- compliance with a dispatch instruction from the ISO during an “Emergency”, in each case as defined in Article 1 of the ISO Terms and Conditions.

Approval by EDTI of any request to reset the demand ratchet under its Transmission Access Service Tariff for a Site will be contingent on receipt of information satisfactory to EDTI confirming that the demand ratchet was caused by one of the above events and the ISO waving compliance with its peak Metered Demand at the applicable POD.

4. Existing demand ratchets under EDTI’s Distribution System Access Tariff applicable to Sites will not be reset by EDTI due to Customer turnovers at the Sites and the charges to the Retailers for the new Customers will continue to be based on the existing demand ratchets for the Site. The only exceptions are if the demand ratchet for a Site was caused by:
- Commissioning;
 - activities required to repair and maintain distribution facilities;
 - pre-scheduled activities required to repair and maintain distribution facilities;
 - load restoration activities following an outage of distribution facilities or caused by an Emergency;
 - an event of Force Majeure, or
 - compliance with a dispatch instruction from the “System Controller” during an Emergency.

Approval by EDTI of any request to reset the demand ratchet under its Distribution Access Service Tariff for a Site will be contingent on receipt of information satisfactory to EDTI confirming that the demand ratchet was caused by one of the above events.

5. The Policy only addresses the demand ratchet treatment between EDTI and Retailers under EDTI’s Distribution Access Service Tariff and Transmission System Access Tariff. Any specific arrangements between Retailers and their customers are beyond the scope of this



Page:	Page 15 of 25
Effective:	2013-04-01
Supersedes:	2012-01-01

Policy.

6. This Policy will take effect on January 1, 2013 and will supersede and replace the previous policy applicable to the application of demand ratchets under EDTI's Distribution Access Service Tariff and Transmission System Access Tariff.



Page: Page 16 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE D: - TOTALIZATION OF TRANSMISSION DEMAND POLICY

Introduction:

This Policy sets out EDTI's totalization policy for certain Sites subject to EDTI's Transmission System Access Tariff.

Other Related Policies:

None.

Rate Classes Affected:

The totalization policy relates to the following Transmission System Access Tariff rate class:

“Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System”.

Policy:

1. Customers eligible for totalization are those Customers with 2 or more Sites on a single POD and belong in the “Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System” rate class Sites not on the same POD are not eligible for totalization.
2. Eligible Customers may, at their option, request EDTI to totalize the demands of their sites on the same POD for purposes of determining Billing Demand under the Transmission System Access Tariff. Once it is made, the Customer's election for totalization will be effective for a minimum term of 5 years and will be irrevocable by the Customer during the 5-year term. Eligible customers electing totalization will effectively be treated as “stand-alone” PODs, and consequently will no longer receive the average diversity factor¹ benefits designed in EDTI's Transmission System Access Tariff for non-totalized sites.
3. Pre-existing demand ratchets from totalized sites will be replaced by a single, totalized demand ratchet calculated according to the method used by the Independent System

¹ Charge code “SASCS-1” shown on the Rate Schedule for “Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR's Distribution System” applies an average diversity factor for all (un-totalized) sites in this rate class.



Page: Page 17 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

Operator (ISO) from time to time for such calculations and based on the Customer's share of POD demand at the time of the peak demand using 5 years of historic data. Totalized demand ratchets will no longer receive the average diversity benefits designed in EDTI's Transmission System Access Tariff for non-totalized sites.

4. Consistent with the ISO's policy, Customers electing to be totalized must enter into a contractual arrangement with EDTI for the capacity required. The capacity being contracted for will be known as "contract demand". Actual totalized demand must not exceed contract demand by more than 10%. Customers will be required to increase contract demand if necessary to satisfy this requirement. Minimum billing demand will be assessed at 90% of contract demand.
5. Totalization may or may not be beneficial for any particular Customer. EDTI shall have no responsibility to determine, or advise any customer as to, the potential benefits or disbenefits of totalization for that customer.
6. This Policy will take effect on January 1, 2013 and will supersede and replace the previous policy applicable to totalization of Site demands.



Page: Page 18 of 25
Effective: 2013-04-01
Supersedes: 2012-01-01

SCHEDULE E: - HARD TO READ METER POLICY

Introduction:

Under the Settlement System Code, EDTI is required to obtain bi-monthly meter readings to facilitate accurate load settlement. This Policy sets out the EDTI policy for the installation of remote read meters at, or the De-energization of, “hard to read meter” Sites.

Other Related Policies:

None.

Sites Affected:

This Bulletin is applicable to metered sites receiving the following services under Distribution Access Service Tariff:

Residential Service.

Policy:

1. A “hard to read meter” is a meter where EDTI’s access to the meter to obtain a regular meter reading is prevented or hindered for any reason. This could be because the meter is locked inside of a building or fenced yard or access to the meter is blocked by material, debris or dogs.
2. EDTI will maintain a record of all attempts to obtain meter reads where EDTI’s access to obtain a regular meter read is prevented or hindered and EDTI is unable to obtain the meter reads.
3. If EDTI is unable to obtain a regular meter read in a month (1st month), EDTI will attempt to read the meter on the next working day. No attempt will be made to read the meter during the 2nd month. An attempt will be made to read the meter on its regular read date for the 3rd month. If EDTI is unable to obtain the regular meter read in the 3rd month, EDTI will again attempt to read the meter on the next working day. If EDTI is unable to obtain a meter read, EDTI will continue to attempt to obtain a meter read on the meter’s regular read date for following months and will make additional attempts to obtain a meter read as EDTI considers appropriate in the circumstances.



Page:	Page 19 of 25
Effective:	2013-04-01
Supersedes:	2012-01-01

4. EDTI will make reasonable attempts to contact the Customer by phone, mail or written notice left at the site while attempting to obtain meter readings.
5. A written notice will be left in the Customer's mailbox if a meter read is not obtained by the 4th month. The notice will advise the Customer, among other things, that EDTI is legally required to obtain an actual meter reading every 2 months and that EDTI is entitled to access to read the meter. EDTI will endeavour to provide reasonable notice to the Customer when it requires access and the notice will advise the Customer to contact EDTI at the address or telephone number provided to make arrangements to have the meter read. The notice will also advise the Customer that the Service Connection may be disconnected if EDTI is unable to obtain a meter reading.
6. If EDTI contacts the Customer before the 5th month, EDTI will schedule an appointment with the Customer. EDTI will advise the Customer that the Customer can either provide regular access to EDTI for the purpose of reading the meter or permit EDTI install a remote read meter. The Customer will be advised that failure to do so could result in disconnection and the Customer could be charged for reconnection and that EDTI will not reconnect the Customer until a remote meter reading device has been installed. If the Customer fails to either provide regular access or permit the installation of a remote read meter by the 5th month, EDTI may proceed with the disconnection of the Customer.
7. If EDTI is not able to contact the Customer or schedule an appointment by the 5th month EDTI will mail a registered letter to the Customer advising the Customer that the Customer can either provide regular access to EDTI for the purpose of reading the meter or permit EDTI install a remote read meter within one month of the date of the letter and that, if the Customer is disconnected, the Customer could be charged for reconnection and EDTI will not reconnect the Customer until a remote read meter has been installed.
8. If EDTI disconnects the Customer under paragraph 6 or 7, EDTI will not reconnect the Customer until a remote read meter has been installed.
9. Disconnection of the Customer's Service Connection will only be used if EDTI considers disconnection appropriate in the circumstances as a last resort.
10. This Policy will take effect on January 1, 2013 and will supersede and replace the previous policy applicable to hard to read meters.



Page: Page 20 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE F: - ALLOCATION OF SHARED FEEDER COSTS FOR SITE SPECIFIC CUSTOMERS POLICY

Introduction:

This Policy sets out EDTI's policy regarding determination of charges under its Distribution Access Service Tariff for Customers that fall within the various rate classes under EDTI's Distribution Access Service Tariff ("Site Specific Customers") where service is provided by a non-dedicated assets (including the ductlines, feeder cable, manholes, distribution transformers and other distribution assets associated with the feeder) that is shared by other Customers.

Other Related:

None.

Rate Classes Affected:

This Policy is applicable to Site Specific Customers that belong in the following Distribution Access Service rate class:

- Commercial/Industrial Service > 5,000 kVA.
- Any other rate class where service is provided by a feeder that is shared by other Customers.

Policy:

1. For Site-Specific Customers, the charges associated with feeders are specific to the particular Customer and are calculated based on the cost of service associated with the particular feeder, as determined by EDTI.
2. Where a feeder is fully dedicated to a Site-Specific customer (i.e. not shared by other Customers), then the charges for the Site Specific Customer will reflect the full cost of service associated with that feeder.
3. Where a feeder used by a Site-Specific Customer is shared by other Customers then the charges for the Site-Specific Customer will reflect a share of the full cost of service associated with that shared feeder, based on the following formula:



Page: Page 21 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

$$\text{Share} = \text{COS} \times (\text{SCMVA} \div \text{MMVA})$$

where:

“COS” is the full cost of service associated with the shared feeder;

“SCMVA” is the shared feeder capacity required by the Site Specific Customer, expressed in MVA; and

“MMVA” is the maximum capacity of the shared feeder, expressed in MVA.

4. The Site-Specific Customer must at EDTI’s request nominate the capacity, expressed in MVA, of the shared feeder required by the Site-Specific Customer, failing which EDTI will deem a capacity for the Site-Specific Customer. The Site Specific Customer must enter into an Electric Service Agreement with EDTI for the nominated or deemed capacity. The term of the Electric Service Agreement will be 15 years.
5. If, in EDTI’s assessment, the contracted capacity under the Electric Service Agreement with a Site Specific Customer is inadequate, then EDTI shall have the option of either installing a load-limiting device on the shared feeder (at the cost of the Site-Specific Customer), or imposing a penalty charge, should the capacity of the shared feeder actually used by the Site-Specific Customer exceed the contacted capacity. The penalty charge for each incidence where the capacity of the shared feeder actually used exceeds the contracted capacity shall be equal to:

$$\text{Penalty} = \$9 \times (\text{KVA}_{\text{shared feeder capacity actually used}} - \text{KVA}_{\text{contracted shared feeder capacity}})$$

6. Allocation

a) Ductline Allocation

Where a Site Specific Customer is directly connected to the feeder cable of a shared feeder there will be an allocation applied to the portion of the ductline assets where the feeder cable is installed. The allocation method that is used to determine the Site Specific Customer cost is based on the number of feeder cables in ducts (one feeder cable per duct) connected to the Customer divided by the total amount of ducts that are filled with feeder cable in the ductline. For example; If there are two feeder cables, in two ducts, providing service to a Site Specific Customer and they are in a 12-way ductline that has 8 ducts that are in use (4 unused ducts) the allocation of the ductline is: $2 / 8 = 0.25$.



Page:	Page 22 of 25
Effective:	2013-04-01
Supersedes:	2012-01-01

b) Manhole Allocation

Where a Site-Specific Customer is directly connected to a feeder cable of a shared feeder there will be an allocation applied to a portion of the manhole assets where the feeder cable(s) is installed. Manholes are allocated based on the total number of feeder cables that are running through the manhole divided by the number of Site-Specific Customer feeder cables. For example: If there are 12 feeder cables running through a manhole and if a Site-Specific Customer has two of the feeder cables passing through the manhole then the allocation is $2 / 12 = 0.16667$.

c) Feeder Cable Allocation

Where a Site-Specific Customer is directly connected to a feeder cable of a shared feeder there will be an allocation applied to the feeder cable so as to determine the shared cost. This allocation is calculated based on the Customer's peak load divided by the feeder cable capacity. For example; If a Site-Specific Customer has a peak load of 2.5mVA and the feeder cable capacity is 11mVA then the allocation of the feeder is: $2.5 / 11 = 0.22727$.

NOTE: Where a Site-Specific Customer is directly connected to a feeder cable of a shared feeder cable allocation is also applied to the ductline and manhole allocations to determine the Site-Specific Customer allocated cost of the ductlines and manholes.

d) Distribution Transformer Allocation

This allocation applies to transformers within the distribution system Downtown Network Grid that provide service to the Network Grid and a Site-Specific Customer. The allocation for the transformer is based on the maximum peak load design on the transformer versus the peak load required for the Site-Specific Customer. For example: a 1500kVA Network distribution transformer, with an 80% peak load design, feeds a Site-Specific Customer with a peak demand of 500kVA, the remaining capacity is allocated to the distribution system Network Grid. The allocation is calculated as $500 / (1500 * 0.80) = 0.41667$.

e) Allocation of Other Assets



Page: Page 23 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

The capacity of a circuit is directly related to the capacity of the feeder cable. As a result the method used to determine the allocation for feeder cables of a shared feeder is applied to allocate other types of assets associated with the shared feeder and used to provide service to Site-Specific Customers. Following is a list of examples of other types of assets that can be associated with a shared feeder, and part of a circuit feeding a Site-Specific Customer, where the feeder cable allocation methodology is applied:

- aerial primary conductor
- anchors
- laterals
- pole configuration
- primary switch
- power feeder cable termination
- aerial primary metering
- headguys
- poles
- power cable splice
- conversion module

7. This Policy will take effect on January 1, 2013.



Page: Page 24 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

SCHEDULE G: - REQUEST UNDER SECTION 101(2) OF THE ACT POLICY

Introduction:

This sets out EDTI's policy for dealing with requests from Transmission Direct-Connect Customers who provide EDTI with a request under section 101(2) of the EUA.

Other Related:

Distribution Access Tariff, System Access Tariff, Terms and Conditions for Distribution Connection Services

Rate Classes Affected:

This Policy is applicable to a Transmission Direct-Connect Customer that has an interval meter and receives electricity directly from the transmission system.

Policy:

In accordance with Section 101(2) of the Act, a Transmission Direct-Connect Customer may, with the prior approval of EDTI, enter into an arrangement directly with the Independent System Operator for the provision of System Access Service. EDTI will grant its approval under Section 101(2) only where the Transmission Direct-Connect Customer can demonstrate to EDTI's satisfaction that System Access Service has been offered to the Customer by the Independent System Operator at a materially lower rate than is available to the customer from EDTI, and where such rate differential results from:

- i) charges levied by EDTI for Distribution Access Service other than charges relating to the provision of metering and billing services;



Page: Page 25 of 25
Effective: 2013-04-01
Supercedes: 2012-01-01

- ii) the ability of the Transmission Direct-Connect Customer to capture a diversity benefit through the summation of SAS demand at two or more Points of Delivery where permitted by the ISO tariff; or
- iii) circumstances where the Transmission Direct-Connect Customer has obtained an industrial system designation pursuant to section 4 of the Hydro and Electric Energy Act for the Site.

The following will not constitute a reduction in a Transmission Direct-Connect Customer's rate for System Access Service for purposes of this policy:

- i) a reduction to or avoidance of any applicable Local Franchise Fee or similar charges made on behalf of a municipality in respect of electricity consumed within the boundaries of the municipality; and
- ii) differences in the timing of charges or refunds for System Access Service to the Transmission Direct-Connect Customer.

Should EDTI grant its approval under section 101(2) of the Act, EDTI reserves the right to bill the Customer directly for all Local Access Fees and Commission approved riders and charges arising from services provided by EDTI prior to the Customer receiving System Access Service directly from the Independent System Operator pursuant to such a direct arrangement.

This Policy will take effect on January 1, 2013.



RATES, OPTIONS, AND RIDERS SCHEDULES

Rates

Residential

Rate 11	Residential Service.....	2
---------	--------------------------	---

Farm

Rate 21	FortisAlberta Farm Service.....	3
Rate 23	FortisAlberta Grain Drying Service.....	4
Rate 24	REA Farm Service	5
Rate 26	FortisAlberta Irrigation Service	6
Rate 29	REA Irrigation Service	7

Lighting

Rate 31	Street Lighting Service (Investment Option).....	8
Rate 33	Street Lighting Service (No Investment Option).....	9
Rate 38	Yard Lighting Service.....	10

Commercial / O&G

Rate 41	Small General Service.....	11
Rate 44	Oil & Gas (Capacity) Service (Closed)	12
Rate 45	Oil & Gas (Energy) Service.....	13

General Service

Rate 61	General Service.....	14
Rate 63	Large General Service.....	15
Rate 65	Transmission Connected Service.....	16
Rate 66	Opportunity Transmission	17
	Customer Specific Facilities Rider E.....	18

Options

Option A	Primary Service Option.....	19
Option C	Idle Service Option	20
Option D	Flat Rate Option.....	21
Option I	Interval Metering Option	22
Option M	Distribution Generation Credit/Charge.....	23

Riders

Rider A-1	Municipal Assessment Rider	24
	Municipal Franchise Fee Ride Municipal Franchise Fee Riders	27
	2013 Balancing Pool Allocation Rider	30
	2013 Base Transmission Adjustment Rider.....	31
	2013 Quarterly Transmission Adjustment Rider	32
	2013 Distribution Adjustment Rider.....	33

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 11 RESIDENTIAL SERVICE

Effective: April 1, 2013

Availability Rate 11 is available to individually metered single family dwelling units that are used for domestic purposes only.

Rate 11

	Transmission Component	Distribution Component	Total Distribution Tariff
All kWh delivered	2.2808¢/kWh	1.8223¢/kWh	4.1031¢/kWh
For all Units	—	\$0.6469/day	\$0.6469/day

The Rate Minimum is \$0.6469/day.

Application

In addition to single family dwellings, Rate 11 is also available to:

1. an individually metered single dwelling unit with a maximum of 1,000 watts used in connection with small business;
2. an individually metered single motel rental unit, provided that the owner has contracted with FortisAlberta for service to each unit;
3. an individually metered private dwelling in a commercial travel trailer or mobile home park, provided that FortisAlberta charges the owner of the park if the occupancy is temporary;
4. existing multi-unit residential buildings which are currently served through a single meter and billed on a residential rate;
5. senior citizen apartment complexes served through a single meter; or
6. existing travel trailer or mobile home parks served through a single meter where the owner of the park sub-meters each of the occupants of the park and charges the occupants of the park at rates no higher than FortisAlberta's Residential Service Rate 11.

In cases 4, 5 and 6 (multi-residential), FortisAlberta charges for all units, occupied or not.

Except for cases 4 and 5, all multi-unit residential buildings (including apartment and condominium buildings) must have individual dwelling units separately metered and billed on Residential Service Rate 11, with common use areas such as hallway, lobby, and laundry room lighting metered and billed on Small General Service Rate 41.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 21 FORTISALBERTA FARM SERVICE

Effective: April 1, 2013

Availability Rate 21 is available in rural areas to Points of Service connected directly to FortisAlberta’s distribution system that deliver energy to farming operations which include a residence.

Rate 21

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	2.402¢/kWh	—	2.402¢/kWh
For the first 5 kVA of Capacity	—	\$0.4046/kVA-day	\$0.4046/kVA-day
All additional kVA of Capacity	—	\$0.3362/kVA-day	\$0.3362/kVA-day

The **kVA of Capacity** is:

1. for breakered services 25 kVA or less, the greater of the breaker kVA rating or 5 kVA; or
2. for non-breakered services greater than 10 kVA, the greatest of:
 - a) the highest Metered Demand in the billing period;
 - b) 85% of the highest Metered Demand in the past 12 months including and ending with the billing period;
 - c) the Rate Minimum of 10 kVA.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 23 FORTISALBERTA GRAIN DRYING SERVICE Effective: April 1, 2013

Availability Rate 23 is available to FortisAlberta Farm Points of Service that have, in addition to the regular farm service, varying load levels throughout the year due to the use of grain drying equipment for part of the year.

Rate 23

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	2.402¢/kWh	1.4651¢/kWh	3.8671¢/kWh
For the first 5 kVA of Capacity	—	\$0.4046/kVA-day	\$0.4046/kVA-day
All additional kVA of Capacity	—	\$0.2120/kVA-day	\$0.2120/kVA-day

The **kVA of Capacity** is:

1. for breakered services 25 kVA or less, the greater of the breaker kVA rating or 5 kVA; or
2. for non-breakered services greater than 10 kVA, the greatest of:
 - a) the highest Metered Demand in the billing period;
 - b) 85% of the highest Metered Demand in the past 12 months including and ending with the billing period;
 - c) the Rate Minimum of 10 kVA.

Application Rate 23 is only available to Farm Points of Service that qualify for basic service at Rate 21 and operate more than 5 hp of grain drying equipment in addition to the basic service.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 24 REA FARM SERVICE

Effective: April 1, 2013

Availability REA Rate 24 is available to services of members of a Rural Electrification Association (REA) and to farmers who own their entire electric service extension (T-rurals).

Rate 24

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	2.362¢/kWh	—	2.362¢/kWh
Basic Daily Charge	—	\$0.0443/day	\$0.0443/day

Plus:

1. Charges collected for and on behalf of REAs and farmers who own their entire electric service extension (T-rurals).

The Rate Minimum is the Basic Daily Charge.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 26 FORTISALBERTA IRRIGATION SERVICE Effective: April 1, 2013

Availability Rate 26 is available to Points of Service with individually metered motors driving irrigation pumps that operate only in the Irrigation Season.

Rate 26

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	4.469¢/kWh	0.4704¢/kWh	4.9394¢/kWh
For all kW of Capacity	—	\$0.1088/kW-day	\$0.1088/kW-day
Idle Charges			
For all kW of Capacity	—	\$0.0936/kW-day	\$0.0936/kW-day

The **kW of Capacity**, for both active and idle services, is:

1. the sum of the motor nameplate horsepower ratings of all installed motors (1 horsepower equals 0.746 kW); or the greatest of:
2. the highest Metered Demand in the billing period; or
3. the Minimum kW of Installation (95% of Expected Peak Demand).

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

Irrigation Season For the purposes of this rate, the Irrigation Season runs from April 1 to October 31.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 29 REA IRRIGATION SERVICE Effective: April 1, 2013

Availability Rate 29 is available to services of members of a Rural Electrification Association (REA) and to farmers who own their entire electric service extension (T-rurals) for individually metered motors driving irrigation pumps that operate only in the Irrigation Season.

Rate 29

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	2.362¢/kWh	—	2.362¢/kWh
Basic Daily Charge	—	\$0.0443/day	\$0.0443/day

Plus:

- Charges collected for and on behalf of REAs and farmers who own their entire electric service extension (T-rurals).

The Rate Minimum is the Basic Daily Charge.

Irrigation Season For the purposes of this rate, the Irrigation Season runs from April 1 to October 31.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 31 STREET LIGHTING SERVICE (INVESTMENT OPTION)

Effective: April 1, 2013

Availability Rate 31 is available for standard street lighting fixtures.

Rate 31

	Transmission Component	Distribution Component	Total Distribution Tariff
All connected Watts	0.0381¢/Watt-day	0.0282¢/Watt-day	0.0663¢/Watt-day
Fixture Charge	—	\$0.5779/Fixture-day <i>[x Maintenance Multiplier, if other than 1.0]</i>	\$0.5779/Fixture-day <i>[x Maintenance Multiplier, if other than 1.0]</i>

Wattage charges do not apply if the fixture is temporarily disconnected or if the energy is supplied to the customer through a separately metered service.

The Rate Minimum is the Fixture Charge.

Maintenance All standard maintenance costs are included in Rate 31 with a standard Maintenance Multiplier of 1.0

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



**RATE 33 STREET LIGHTING SERVICE
(NO INVESTMENT OPTION)**

Effective: April 1, 2013

Availability Rate 33 is available for standard street and highway lighting fixtures and includes maintenance of the luminaries only. This rate is available for new installations only.

Rate 33

	Transmission Component	Distribution Component	Total Distribution Tariff
All connected Watts	0.0381¢/Watt-day	0.0282¢/Watt-day	0.0663¢/Watt-day
Fixture Charge	—	\$0.1608/Fixture-day <i>[x Maintenance Multiplier, if other than 1.0]</i>	\$0.1608/Fixture-day <i>[x Maintenance Multiplier, if other than 1.0]</i>

Wattage charges do not apply if the fixture is temporarily disconnected or if the energy is supplied to the customer through a separately metered service.

The Rate Minimum is the Fixture Charge.

Maintenance Rate 33 covers standard routine luminaire maintenance including replacement of failed lamps, damaged glassware and reflectors; repair or replacement of defective ballasts and controls; lamp cleaning; and scheduled system inspections with a standard Maintenance Multiplier of 1.0

A separate bill is issued by FortisAlberta for all other maintenance and changes beyond the secondary terminals of the power supply transformer including, but not limited to, replacement of the system or components following loss by any cause such as vehicle impact, vandalism or age.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 38 YARD LIGHTING SERVICE

Effective: April 1, 2013

Availability Rate 38 is available for yard lighting. FortisAlberta is responsible for all maintenance costs.

Rate 38

	Transmission Component	Distribution Component	Total Distribution Tariff
All connected Watts	0.0381¢/Watt-day	0.0282¢/Watt-day	0.0663¢/Watt-day
Fixture Charge	—	\$0.3616/Fixture-day	\$0.3616/Fixture-day

Wattage charges do not apply if the fixture is temporarily disconnected or if the energy is supplied to the customer through a separately metered service.

The Rate Minimum is the Fixture Charge.

Maintenance All maintenance costs are included in Rate 38.

New Installations Only sodium lighting is available for new installations.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



Rate Schedules

RATE 41 SMALL GENERAL SERVICE

Effective: April 1, 2013

Availability Rate 41 is available to Small General Service Points of Service with Operating Demands less than 75 kW and do not qualify for other specific rates such as the Oil and Gas Service rates.

Rate 41

	Transmission Component	Distribution Component	Total Distribution Tariff
For the first 6.575 kWh /kW of Capacity/day	0.5308¢/kWh	0.9297¢/kWh	1.4605¢/kWh
All additional kWh	0.5308¢/kWh	—	0.5308¢/kWh
For the first 2 kW of Capacity	\$0.1189/kW-day	\$0.37760/kW-day	\$0.49650/kW-day
All additional kW of Capacity	\$0.1189/kW-day	\$0.19221/kW-day	\$0.31111/kW-day

The **kW of Capacity** is the greatest of:

1. the highest Metered Demand in the billing period;
2. 85% of the highest Metered Demand in the 12 month period including and ending with the billing period, less 50 kW;
3. the Rate Minimum of 3 kW.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 44 OIL & GAS (CAPACITY) SERVICE (CLOSED)

Effective: April 1, 2013

Availability Rate 44 is available to existing oil and natural gas field services that are unmetered or have demand meters only. These services include pumping and related operations such as; rectifiers, cathodic protection and radio transmitters, and water pumping services. Rate 44 is available to existing services with Operating Demands less than 75 kilowatts. Flat Rate Option D applies to unmetered services.

This rate is no longer available for new installations and existing services are being transitioned to Rate 45 as metering is installed.

Rate 44

	Transmission Component	Distribution Component	Total Distribution Tariff
For the first 5 kW of Capacity	\$0.2121/kW-day	\$0.58222/kW-day	\$0.79432/kW-day
All additional kW of Capacity	\$0.2121/kW-day	\$0.39152/kW-day	\$0.60362/kW-day

The **kW of Capacity** is the greatest of:

1. for unmetered and energy metered services, the sum of all connected motors and equipment (1 horsepower equals 0.746 kW);
2. for demand metered services, the highest Metered Demand in the 12-month period including and ending with the current billing period; or
3. the Rate Minimum of 3 kW.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

The kW of Capacity must bill for a minimum of 12 consecutive months before being reduced.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 45 OIL & GAS (ENERGY) SERVICE

Effective: April 1, 2013

Availability Rate 45 is available to oil and natural gas field services including pumping and related operations such as rectifiers, cathodic protection and radio transmitters and to water pumping services. Rate 45 is available to services with Operating Demands less than 75 kilowatts and have a demand and energy measurement meter.

Rate 45

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	0.5381¢/kWh	—	0.5381¢/kWh
For the first 5 kW of Capacity	\$0.1479/kW-day	\$0.58222/kW-day	\$0.73012/kW-day
All additional kW of Capacity	\$0.1479/kW-day	\$0.39152/kW-day	\$0.53942/kW-day

The **kW of Capacity** is the greatest of:

1. the highest Metered Demand in the billing period;
2. 85% of the highest Metered Demand in the 12 month period including and ending with the current billing period;
3. the Rate Minimum of 3 kW.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 61 GENERAL SERVICE

Effective: April 1, 2013

Availability Rate 61 is available to Points of Service that do not qualify for other specific rates, with Operating Demands of 2,000 kW or less. A contract with FortisAlberta is required for service under this rate.

Rate 61

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	0.5432¢/kWh	—	0.5432¢/kWh
For the first 50 kW of Capacity	\$0.16684/kW-day	\$0.21703/kW-day	\$0.38387/kW-day
For the next 450 kW of Capacity	\$0.16684/kW-day	\$0.09738/kW-day	\$0.26422/kW-day
All additional kW of Capacity	\$0.16684/kW-day	\$0.07443/kW-day	\$0.24127/kW-day

The **kW of Capacity** is the greatest of:

1. the highest Metered Demand in the billing period;
2. 85% of the highest Metered Demand in the 12 month period including and ending with the billing period;
3. the Contract Minimum Demand as specified by the Terms and Conditions of Electric Distribution Service; or
4. the Rate Minimum of 50 kW.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 63 LARGE GENERAL SERVICE

Effective: April 1, 2013

Availability Rate 63 is available to Points of Service that do not qualify for other specific rates, with Operating Demands greater than 2,000 kW. A contract with FortisAlberta is required for service under this rate.

Rate 63

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh delivered	0.5270¢/kWh	—	0.5270¢/kWh
For each kW of Capacity	\$0.16560/kW-day	\$0.01970/kW-day	\$0.18530/kW-day
For each Contract kilometre	—	\$17.1094/km-day	\$17.1094/km-day

The **kW of Capacity** is the greatest of:

1. the highest Metered Demand in the billing period;
2. 90% of the highest Metered Demand in the 12 month period including and ending with the billing period;
3. 135% of the Contract Minimum Demand as specified in the Terms and Conditions of Electric Distribution Service; or
4. the Rate Minimum of 2,000 kW.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

The Contract kilometres are specified in an agreement.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 65 TRANSMISSION CONNECTED SERVICE Effective: April 1, 2013

Availability Rate 65 is available to Transmission Connected services, as defined by FortisAlberta's Terms and Conditions of Electric Distribution Service.

Rate 65

Transmission Component	Distribution Component
The applicable rate(s) of the Alberta Electric System Operator Tariff	\$38.24 per day

Conditions FortisAlberta will apply the Terms and Conditions of the Alberta Electric System Operator (AESO) to Transmission Connected Services. Each Transmission Connected Service is equivalent to the respective AESO Point of Delivery (POD) and will be billed on this rate only when FortisAlberta has a distinct System Access Service Agreement in existence with the AESO, specifically for the POD, and is being charged the AESO tariff by the AESO for the POD.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RATE 66 OPPORTUNITY TRANSMISSION

Effective: April 1, 2013

Availability Rate 66 is available to Points of Service that:

1. are served under long term contract with FortisAlberta under Rate 61 or 63;
2. have interval metering at the Point of Service;
3. have agreement with FortisAlberta for the Firm Demand, above which Rate 66 applies ; and
4. have an Opportunity Transmission Agreement with FortisAlberta for the period of usage under this rate.

Rate 66 is available if FortisAlberta determines, upon receipt of an Opportunity Agreement, that the requested capacity is available.

Rate 66

	Transmission Component	Distribution Component	Total Distribution Tariff
For all kWh consumption	12.8¢/kWh	2.2¢/kWh	15.0¢/kWh

A Service Charge of \$75 per Opportunity Transmission Agreement will apply. The Opportunity Transmission Agreement will indicate requested Opportunity Demand and number of hours, for no more than one calendar month at a time.

The minimum charge for each 24 hour (calendar day) period in which Opportunity Demand is used, will be the Total Distribution Tariff rate \times contract Opportunity Demand (kW) \times 6 hrs.

If the Metered Demand exceeds the sum of the Firm Demand and the Maximum Opportunity Demand specified in the agreement during any time within the period covered by the agreement, then the Firm Demand level will be increased by the excess (kW) amount. The increased Firm Demand will be the basis for billing the Point of Service's Rate 61 or Rate 63 load for the current and subsequent billing periods.

The Metered Demand is the greater of the registered demand in kilowatts or 90% of the registered demand in kilovolt-amperes.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



CUSTOMER SPECIFIC FACILITIES RIDER E

Effective: June 1, 2011

Availability Applicable to facilities on customer owned or leased property that do not qualify for other specific rates, as requested by the customer and agreed to by FortisAlberta.

Charge The Customer Specific Facilities Rider E will be set out in an agreement between the customer and FortisAlberta, and will recover the revenue requirement of the applicable facilities. The revenue requirement will be calculated on a rate base of net book value and will include Return, Income Tax, Depreciation, an Early Abandonment Adjustment and Operating and Maintenance costs.

Application

- The charge will be based on the weighted average cost of capital and depreciation rates as approved by the Alberta Utilities Commission from time to time and a proportionate share of income taxes and operating and maintenance costs.
- The charge is subject to change as new facilities are added or currently installed facilities are retired.
- For facilities shared among more than one customer, a separate agreement will be established for each customer making use of the facilities.
- Facilities constructed under the Customer Specific Facilities Rider E are owned and maintained by FortisAlberta.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



OPTION A PRIMARY SERVICE OPTION

Effective: April 1, 2013

Availability The Primary Service Option is available for a minimum period of 12 consecutive months to Points of Service:

1. supplied under a satisfactory contract on the General Service Rate 61 or the Large General Service Rate 63;
2. normally metered at a primary voltage with the customer providing the transformation to the customer's utilization voltage;
3. with an Operating Demand not less than 1,000 kW; and
4. where the total cost of the required customer-related supply facilities (including any customer supplied transformation) is less than FortisAlberta's investment.

The Primary Service Option is not available to Rate 65.

Option A The Primary Service Option is a credit of \$0.01322 per kW of Capacity per day.



OPTION C IDLE SERVICE OPTION

Effective: April 1, 2013

Availability The Idle Service Option is available to all Points of Service types listed below, that select to cease energy consumption for a period of time, and request that FortisAlberta leave the electric supply facilities in place.

Option C Charges for Idle Charges are as follows:

1. for Farm Rate 21, Grain Drying Rate 23, Small General Service Rate 41, Oil and Gas Rates 44 and 45, and General Service Rate 61, customers are charged for the kW (kVA) of Capacity as defined in the applicable rate; and
2. for FortisAlberta Irrigation Rate 26 the Idle Service Charges as specified in the rate will apply.

Sites on Idle Service Option C are not normally charged for the cost to disconnect and reconnect the service.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



OPTION D FLAT RATE OPTION

Effective: April 1, 2013

Availability The Flat Rate Option is available to unmetered services which qualify for the Small General Service Rate 41 or Oil & Gas Service Rates 44 or 45 and which have a small kW of Capacity with minimal or accurately predictable average monthly kilowatt hour consumption.

The Flat Rate Option is applied for a minimum period of twelve consecutive months.

Option D A Flat Rate bill is calculated on the Small General Service Rate or the Oil & Gas Service Rate, using an estimated kW of Capacity and an estimated monthly kilowatt hour consumption.



OPTION I INTERVAL METERING OPTION

Effective: April 1, 2013

Availability The Interval Metering Option is available for Points of Service with a Contract Minimum Demand of less than 333 kW (which coincides with an Operating Demand of less than 500 kW), with Interval Meters, to enable 15-minute interval data (does not apply to DG customers who own and poll the meters).

Option 1 The Interval Metering Option is calculated at \$7.53/day for all rate classes other than Irrigation Rates 26, which is calculated at \$12.86/day.



**OPTION M DISTRIBUTION GENERATION
CREDIT/CHARGE**

Effective: April 1, 2013

Availability Option M is available to Distribution Generation (DG) Customers that are interconnected to the distribution system downstream of a FortisAlberta transmission Point of Delivery (POD) and are exporting into the Alberta Interconnected Electric System (AIES).

DG Customers who have contracts under the provisions of the Small Power Research and Development (SPRD) Act are exempt from Option M.

Option M The Option M Credit or Charge will be the difference between Alberta Electric System Operator (AESO) System Access Service charges to FortisAlberta at the upstream POD with the generator in operation and the charges that would have been incurred if the generator had not been in operation, calculated based on the amount of electricity exported into the AIES at the Point of Interconnection.

System Access Service Charges include any charges applicable at the POD in accordance with the AESO approved tariff including, but not limited to, Demand Transmission Service (DTS) and Supply Transmission Service (STS).

The Distribution Generation Credits/Charges will be calculated and paid monthly for each DG Customer. For such Customers, with a maximum export capacity of 1 MW or greater in the month, the credits and charges will be calculated on an actual basis. For Customers below 1 MW, the credits and charges will be calculated based on the average credit and charge levels for those above 1 MW.

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RIDER A-1 MUNICIPAL ASSESSMENT RIDER

Effective: July 1, 2012

Availability The percentages below apply to the base Distribution Tariff charges at each Point of Service, according to the taxation authority in which the Point of Service is located. Rates 21, 23, 24, 26, 29, 38, and 65 are exempt from Rider A-1.

<i>Rider A-1</i>	Number	Name	Rider	Number	Name	Rider
	03-0002	Acme, Village Of	1.51%	04-0414	Burnstick Lake, S.V.	0.44%
	01-0003	Airdrie, City Of	1.04%	01-0046	Calgary, City Of	(24.06%)
	03-0004	Alberta Beach, S.V. Of	1.22%	02-0047	Calmar, Town Of	2.03%
	25-0466	Alexander	0.46%	06-0049	Camrose County	(0.14%)
	25-0467	Alexis(Lacsteanne)96-97	1.88%	01-0048	Camrose, City Of	1.07%
	03-0005	Alix, Village Of	0.63%	02-0050	Canmore, Town Of	1.56%
	03-0007	Amisk, Village Of	0.80%	06-0053	Cardston County	1.00%
	04-0009	Argentia Beach, S.V. Of	0.38%	02-0052	Cardston, Town Of	0.02%
	03-0010	Arrowwood, Village Of	0.27%	03-0054	Carmangay, Village Of	0.79%
	06-0012	Athabasca County	0.69%	03-0055	Caroline, Village Of	0.83%
	02-0011	Athabasca, Town Of	0.94%	02-0056	Carstairs, Town Of	1.05%
	02-0387	Banff, Town Of	2.30%	04-0057	Castle Island, S.V. Of	0.72%
	03-0363	Barnwell, Village Of	0.99%	03-0061	Champion, Village Of	0.76%
	03-0013	Barons, Village Of	1.47%	03-0062	Chauvin, Village Of	1.78%
	06-0015	Barrhead #11, County Of	1.19%	02-0356	Chestermere Lake, Town	1.08%
	02-0014	Barrhead, Town Of	1.09%	03-0064	Chipman, Village Of	2.22%
	02-0016	Bashaw, Town Of	1.19%	02-0065	Claresholm, Town Of	0.96%
	02-0017	Bassano, Town Of	1.20%	06-0377	Clearwater County	1.11%
	03-0018	Bawlf, Village Of	0.91%	03-0066	Clive, Village Of	1.17%
	02-0019	Beaumont, Town Of	0.70%	03-0068	Clyde, Village Of	1.42%
	06-0020	Beaver County	1.36%	02-0069	Coaldale, Town Of	0.89%
	03-0022	Beiseker, Village Of	0.99%	02-0360	Coalhurst, Town Of	1.71%
	02-0024	Bentley, Town Of	1.42%	02-0070	Cochrane, Town Of	0.75%
	04-0026	Betula Beach, S.V. Of	1.41%	03-0076	Coutts, Village Of	1.02%
	06-0382	Bighorn #8, M.D. Of	0.60%	03-0077	Cowley, Village Of	1.11%
	25-0469	Big Stone Cree Nation	1.85%	03-0078	Cremona, Village Of	(1.51%)
	04-0384	Birch Cove, S.V. Of	1.47%	02-0079	Crossfield, Town Of	0.49%
	04-0028	Birchcliff, S.V. Of	0.76%	09-0361	Crowsnest Pass, Muni Of	0.97%
	03-0029	Bittern Lk, Village Of	1.72%	04-0080	Crystal Springs, S.V. Of	0.77%
	02-0030	Black Diamond, Town Of	1.09%	06-0376	Cypress County	0.18%
	02-0031	Blackfalds, Town Of	1.91%	03-0081	Czar, Village Of	0.93%
	02-0034	Bon Accord, Town Of	2.20%	02-0082	Daysland, Town Of	(1.25%)
	04-0367	Bondiss, S.V. Of	1.03%	02-0086	Devon, Town Of	1.11%
	02-0039	Bow Island, Town Of	1.09%	02-0088	Didsbury, Town Of	1.28%
	02-0040	Bowden, Town Of	0.88%	02-0091	Drayton Valley, Town Of	1.27%
	03-0041	Boyle, Village Of	1.13%	03-0093	Duchess, Village Of	0.78%
	06-0383	Brazeau County	1.60%	02-0095	Eckville, Town Of	1.64%
	03-0042	Breton, Village Of	0.81%	03-0096	Edberg, Village Of	0.32%
	01-0043	Brooks, City Of	0.89%	03-0097	Edgerton, Village Of	0.51%
	02-0044	Bruderheim, Town Of	1.25%	01-0098	Edmonton, City Of	1.14%
	11-0406	Buffalo Lk Metis	1.96%	02-0100	Edson, Town Of	1.26%

FortisAlberta's Customer and Retailer Terms and Conditions of Distribution Tariff Services provide for other charges, including an arrears charge of 1.5% per month.



RIDER A-1 MUNICIPAL ASSESSMENT RIDER

Effective: July 1, 2012

<i>Rider A-1 (continued)</i>	Number	Name	Rider	Number	Name	Rider
	25-0426	Enoch	1.07%	04-0196	Lakeview, S.V. Of	1.19%
	03-0109	Ferintosh, Village Of	0.87%	06-0198	Lamont County	1.03%
	06-0110	Flagstaff County	(1.80%)	02-0197	Lamont, Town Of	1.86%
	06-0111	Foothills #31, M.D. Of	0.66%	04-0378	Larkspur, S.V. Of	(1.04%)
	03-0112	Foremost, Village Of	0.74%	06-0201	Leduc County	0.73%
	02-0115	Fort Macleod, Town Of	1.12%	01-0200	Leduc, City Of	0.96%
	06-0118	Forty Mile #8, County Of	1.05%	02-0202	Legal, Town Of	1.68%
	01-0117	Ft Saskatchewan, City Of	0.78%	06-0507	Lesser Slave #124, M.D.	1.18%
	04-0123	Ghost Lake, S.V. Of	0.63%	06-0204	Lethbridge, County Of	0.51%
	02-0124	Gibbons, Town Of	1.02%	01-0203	Lethbridge, City Of	1.02%
	03-0128	Glenwood, Village Of	0.13%	03-0207	Lomond, Village Of	1.84%
	04-0129	Golden Days, S.V. Of	0.83%	03-0208	Longview, Village Of	0.93%
	04-0134	Grandview, S.V. Of	0.62%	03-0209	Lougheed, Village Of	2.58%
	02-0135	Granum, Town Of	1.21%	02-0211	Magrath, Town Of	1.28%
	06-0481	Greenview #16, M.D. Of	0.32%	04-0210	Ma-Me-O Beach, S.V. Of	0.70%
	04-0138	Gull Lake, S.V. Of	1.65%	02-0215	Mayerthorpe, Town Of	1.63%
	04-0358	Half Moon Bay, S.V. Of	0.61%	04-0359	Mewatha Beach, S.V. Of	0.76%
	02-0143	Hardisty, Town Of	0.98%	02-0218	Milk River, Town Of	1.61%
	03-0144	Hay Lakes, Village Of	0.60%	02-0219	Millet, Town Of	1.41%
	02-0148	High River, Town Of	1.02%	03-0220	Milo, Village Of	1.40%
	03-0149	Hill Spring, Village Of	0.11%	06-0222	Minburn # 27, County Of	1.35%
	02-0151	Hinton, Town Of	0.67%	02-0224	Morinville, Town Of	0.38%
	03-0152	Holden, Village Of	2.24%	06-0226	Mountain View County	0.82%
	03-0153	Hughendon, Village Of	0.18%	04-0230	Nakamun Park, S.V. Of	2.36%
	03-0154	Hussar, Village Of	1.34%	02-0232	Nanton, Town Of	0.95%
	07-0168	ID No. 13	0.26%	03-0233	New Norway, Village Of	(4.66%)
	07-5411	ID No. 349	0.81%	06-0235	Newell, County Of	0.44%
	07-0159	ID No. 4	0.51%	03-0236	Nobleford, Village Of	0.67%
	07-0164	ID No. 9	0.14%	04-0237	Norglenwold, S.V. Of	0.45%
	02-0180	Innisfail, Town Of	0.65%	04-0385	Norris Beach, S.V. Of	1.08%
	03-0182	Irma, Village Of	0.60%	25-0442	O'Chiese	1.21%
	02-0183	Irricana, Town Of	1.15%	02-0238	Okotoks, Town Of	0.97%
	04-0185	Island Lake, S.V. Of	0.96%	02-0239	Olds, Town Of	0.89%
	04-0368	Island Lk South, S.V. Of	0.55%	02-0240	Onoway, Town Of	0.81%
	04-0186	Itaska Beach, S.V. Of	1.14%	06-0512	Opportunity 17, M.D. Of	1.32%
	04-0379	Jarvis Bay, S.V. Of	0.46%	06-0243	Paintearth No. 18, County of*	0.33%
	07-0373	Kananaskis I.D.	0.13%	04-0374	Parkland Beach, S.V. Of	2.31%
	04-0187	Kapasiwin, S.V. Of	0.20%	06-0245	Parkland County	0.85%
	11-0411	Kikino Metis	1.53%	25-0444	Paul Band Admin I.B.	1.04%
	02-0188	Killam, Town Of	1.15%	02-0248	Penhold, Town Of	0.38%
	06-0191	Kneehill County	1.09%	02-0249	Picture Butte, Town Of	0.66%
	06-4353	Lac La Biche County	0.81%	06-0251	Pincher Creek #9, M.D. Of	0.45%
	06-0193	Lac Ste Anne County	1.32%	02-0250	Pincher Creek, Town Of	1.07%
	06-0195	Lacombe County	0.56%			
	01-0194	Lacombe, City Of	0.99%			

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



RIDER A-1 MUNICIPAL ASSESSMENT RIDER

Effective: July 1, 2012

<i>Rider A-1 (continued)</i>	Number	Name	Rider	Number	Name	Rider
	04-0253	Point Alison, Village Of	1.57%	04-0386	Sunrise Beach, S.V. Of	1.12%
	06-0255	Ponoka County	1.01%	04-0357	Sunset Beach, S.V. Of	1.08%
	04-0256	Poplar Bay, S.V. Of	0.58%	04-0308	Sunset Point, S.V. Of	0.70%
	06-0258	Provost #52, M.D. Of	0.33%	02-0310	Sylvan Lake, Town Of	1.24%
	02-0257	Provost, Town Of	1.21%	06-0312	Taber, M.D. Of	0.54%
	06-0501	Ranchland #66, M.D. Of	2.24%	02-0311	Taber, Town Of	0.84%
	02-0261	Raymond, Town Of	1.67%	06-0314	Thorhild #7, County Of	(1.55%)
	06-0263	Red Deer County	0.87%	03-0315	Thorsby, Village	1.25%
	01-0262	Red Deer, City Of	(0.14%)	03-0317	Tilley, Village Of	0.60%
	02-0265	Redwater, Town Of	1.60%	02-0318	Tofield, Town	1.69%
	02-0266	Rimbey, Town Of	0.94%	25-0448	Tsuu T'Ina (Treas.Branch)	4.14%
	02-0268	Rocky Mtn House, Town	0.92%	02-0321	Turner Valley, Town Of	1.25%
	06-0269	Rocky View County	0.46%	04-0324	Val Quentin, S.V. Of	(0.09%)
	03-0270	Rockyford, Village Of	1.03%	02-0326	Vauxhall, Town Of	0.77%
	03-0272	Rosemary, Village Of	1.82%	06-0329	Vermilion River, County of	0.20%
	04-0273	Ross Haven, S.V. Of	0.36%	02-0331	Viking, Town Of	1.56%
	03-0276	Ryley, Village Of	1.43%	06-0334	Vulcan County	0.85%
	04-0277	Sandy Beach, S.V. Of	(0.21%)	02-0333	Vulcan, Town Of	0.86%
	04-0279	Seba Beach, S.V. Of	1.39%	03-0364	Wabamun, Village Of	1.82%
	02-0280	Sedgewick, Town Of	0.29%	06-0336	Wainwright #61, M.D. Of	1.24%
	25-0419	Siksika (Blackfoot)	1.94%	02-0335	Wainwright, Town Of	0.97%
	04-0282	Silver Beach, S.V. Of	0.59%	04-0380	Waiparous, S.V. Of	0.32%
	04-0283	Silver Sands, S.V. Of	4.06%	03-0338	Warburg, Village Of	1.78%
	04-0369	South Baptiste, S.V. Of	1.60%	06-0340	Warner #5, County Of	1.23%
	04-0288	Southview, S.V. Of	8.41%	03-0339	Warner, Village Of	2.45%
	08-0142	Special Areas	0.44%	04-0370	West Baptiste, S.V. Of	0.44%
	03-0099	Spring Lake,V.	0.50%	04-0344	West Cove, S.V. Of	0.75%
	01-0291	Spruce Grove, City Of	1.05%	06-0346	Westlock County	1.58%
	01-0292	St. Albert, City Of	1.57%	02-0345	Westlock, Town Of	1.30%
	03-0295	Standard, Village Of	1.16%	06-0348	Wetaskiwin #10, County	1.71%
	02-0297	Stavely, Town Of	1.01%	01-0347	Wetaskiwin, City Of	1.33%
	06-0299	Stettler #6, County of	0.85%	06-0349	Wheatland County	0.43%
	03-0300	Stirling, Village Of	0.52%	04-0371	Whispering Hills, S.V. Of	0.55%
	25-0451	Stoney Band	0.68%	02-0350	Whitecourt, Town Of	0.71%
	02-0301	Stony Plain, Town Of	0.85%	06-0353	Willow Creek #26, M.D.	0.54%
	09-0302	Strathcona County	0.70%	09-0508	Wood Buffalo, Muni Of	0.23%
	02-0303	Strathmore, Town Of	1.14%	06-0480	Woodlands County	0.39%
	03-0304	Strome, Village Of	1.76%	06-0482	Yellowhead County	0.35%
	06-0305	Sturgeon County	0.90%	04-0354	Yellowstone, S.V. Of	5.33%
	04-0388	Sunbreaker Cove, S.V. Of	0.06%			
	04-0306	Sundance Beach, S.V. Of	0.55%			

*Effective August 1. 2012

02-0307	Sundre, Town Of	1.24%
---------	-----------------	-------

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



MUNICIPAL FRANCHISE FEE RIDERS

Availability Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to all FortisAlberta distribution tariffs, except riders and rebates, in each municipality.

Price Adjustment A percentage surcharge per the table below will be added to the gross distribution tariff, excluding any riders or charges that relate to pool price deferral account amounts, calculated for each site within each municipality and will be billed to the applicable retailer.

FortisAlberta will pay to each municipality each month, in accordance with the franchise agreements between FortisAlberta and the municipalities, the franchise fee revenue collected from the retailers.

Municipality	Percentage Surcharge	Effective
Acme	3%	2002/02/01
Airdrie	10%	2013/01/01
Alix	17%	2011/01/01
Amisk	0%	2002/11/01
Athabasca	6%	2013/01/01
Barnwell	0%	2002/03/01
Banff	4%	2012/01/01
Barons	0%	2002/03/01
Barrhead	5%	2003/02/01
Bashaw	3%	2011/01/01
Bassano	11.4%	2013/01/01
Bawlf	3%	2013/04/01
Beaumont	5%	2009/01/01
Beiseker	0%	2002/04/01
Bentley	10%	2013/01/01
Bittern Lake	5%	2003/05/01
Black Diamond	10%	2007/01/01
Blackfalds	20%	2010/03/01
Bon Accord	20%	2010/07/01
Bow Island	7%	2013/01/01
Bowden	12.55%	2007/01/01
Boyle	3%	2002/08/01
Breton	20%	2012/01/01

Municipality	Percentage Surcharge	Effective
Brooks	12.63%	2004/01/01
Bruderheim	0%	2004/02/01
Calmar	20%	2007/01/01
Camrose	6%	2012/01/01
Canmore	8%	2005/02/01
Carmangay	0%	2002/02/01
Caroline	3%	2003/02/01
Carstairs	5%	2008/01/01
Champion	15%	2011/03/01
Chauvin	9%	2013/01/01
Chestermere	0%	2006/06/01
Chipman	0%	2007/03/01
Claresholm	2%	2003/02/01
Clive	9%	2012/01/01
Clyde	11%	2013/01/01
Coaldale	9%	2008/01/01
Coalhurst	7%	2004/01/01
Cochrane	15%	2006/01/01
Coutts	3%	2004/01/01
Cowley	5%	2011/01/01
Cremona	10%	2009/01/01
Crossfield	0%	2002/04/01
Crowsnest Pass	16%	2013/04/01

FortisAlberta's Customer and Retailer Terms and Conditions of Distribution Tariff Services provide for other charges, including an arrears charge of 1.5% per month.



Rider Schedules

MUNICIPAL FRANCHISE FEE RIDERS

Effective: the first of the month following
Commission approval for consumption from
the first of the month following Commission
approval

Municipality	Percentage Surcharge	Effective
Czar	5%	2003/07/01
Daysland	5%	2008/01/01
Devon	13%	2013/01/01
Didsbury	12.5%	2012/01/01
Drayton Valley	8%	2008/03/01
Duchess	12%	2010/01/01
Eckville	10%	2004/01/01
Edberg	6%	2010/01/01
Edgerton	12%	2012/01/01
Edson	5%	2006/01/01
Ferintosh	6%	2009/01/01
Foremost	3%	2002/02/01
Fort Saskatchewan	0%	2003/06/01
Gibbons	10%	2013/01/01
Glenwood	0%	2002/04/01
Granum	5.5%	2013/01/01
Hardisty	5%	2011/01/01
Hay Lakes	5%	2007/08/01
High River	20%	2005/10/01
Hill Spring	0%	2002/05/01
Hinton	10.7%	2012/01/01
Holden	3.5%	2008/01/01
Hughenden	0%	2002/12/01
Hussar	3%	2003/05/01
Innisfail	8%	2013/01/01
Irma	7%	2013/01/01
Irricana	0%	2002/01/01
Island Lake	0%	2006/05/01
Killam	6%	2013/01/01
Lacombe	6.2%	2004/01/01
Lamont	5%	2002/09/01
Leduc	16%	2004/07/01
Legal	0%	2002/10/01
Lomond	0%	2002/05/01
Longview	15%	2008/01/01

Municipality	Percentage Surcharge	Effective
Lougheed	5%	2011/01/01
Magrath	8%	2010/01/01
Mayerthorpe	4%	2004/01/01
Milk River	10%	2013/01/01
Millet	10%	2013/01/01
Milo	10%	2010/04/01
Morinville	20%	2006/01/01
Nakamun Park	0%	2003/03/01
Nanton	5%	2013/01/01
New Norway	6%	2009/01/01
Nobleford	0%	2004/11/01
Okotoks	8.5%	2013/01/01
Olds	8.59%	2011/01/01
Onoway	7.5%	2013/01/01
Penhold	19%	2006/01/01
Picture Butte	8%	2009/01/01
Pincher Creek	8%	2009/01/01
Provost	20%	2012/01/01
Raymond	6%	2005/01/01
Redwater	0%	2003/05/01
Rimbey	7%	2004/01/01
Rocky Mtn House	7.5%	2013/01/01
Rosemary	6%	2011/01/01
Ryley	0%	2004/01/01
Seba Beach	0%	2003/07/01
Sedgewick	6%	2012/01/01
Silver Sands	3%	2008/02/01
South Baptiste	0%	2005/05/01
South View	0%	2008/02/01
Spruce Grove	18.75%	2012/04/01
St. Albert	0%	2002/05/01
Standard	0%	2002/12/01
Stavely	3%	2003/02/01
Stirling	5%	2008/01/01
Stony Plain	20%	2013/01/01

FortisAlberta's Customer and Retailer Terms and Conditions of Distribution Tariff Services provide for other charges, including an arrears charge of 1.5% per month.



MUNICIPAL FRANCHISE FEE RIDERS

Rider Schedules

Page 29

Effective: the first of the month following Commission approval for consumption from the first of the month following Commission approval

Municipality	Percentage Surcharge	Effective
Strathmore	10%	2013/01/01
Strome	8%	2003/04/01
Sundre	5%	2013/01/01
Sunrise Beach	0%	2008/08/01
Sunset Point	0%	2003/03/01
Sylvan Lake	10%	2004/01/01
Taber	20%	2004/01/01
Thorsby	10%	2010/01/01
Tilley	7.5%	2011/01/01
Tofield	5%	2002/10/01
Turner Valley	10%	2009/01/01

Municipality	Percentage Surcharge	Effective
Vauxhall	0%	2004/09/04
Vulcan	20%	2011/01/01
Viking	8%	2013/01/01
Wabamun	0%	2002/10/01
Wainwright	3%	2002/04/01
Warburg	10%	2009/01/01
Warner	0%	2002/04/01
Westlock	12%	2013/01/01
Wetaskiwin	10%	2009/01/01
Whitecourt	3.5%	2013/01/01

FortisAlberta's Customer and Retailer Terms and Conditions of Distribution Tariff Services provide for other charges, including an arrears charge of 1.5% per month.



2013 BALANCING POOL ALLOCATION RIDER

Effective: April 1, 2013
to December 31, 2013

Availability: To collect from or refund to FortisAlberta customers, an amount transferred to the AESO and its customers from the Balancing Pool under Section 82 of the Electric Utilities Act.

For all energy, wattage or kilowatts delivered, the rider applies to the Distribution Tariff by rate class:

Rate Class Description	Rate Code	2013 Balancing Pool Allocation Rider Charge/(Credit)
Residential	Rate 11	(0.5594) ¢/kWh
FortisAlberta Farm	Rate 21, 23	(0.5650) ¢/kWh
REA Farm	Rate 24, 29	(0.5654) ¢/kWh
Irrigation	Rate 26	(0.5623) ¢/kWh
Exterior Lighting	Rates 31, 33, 38	(0.0078) ¢/Watt-day
Small General	Rate 41	(0.5641) ¢/kWh
Oil & Gas (Capacity)	Rate 44	(0.0682) \$/kW-day
Oil & Gas (Energy)	Rate 45	(0.5718) ¢/kWh
General Service	Rate 61	(0.5773) ¢/kWh
Large General Service	Rate 63	(0.5601) ¢/kWh

Rate 65 Transmission Connected Service For points of service that are served under Rate 65, Balancing Pool Allocation amounts will be flowed through as calculated and invoiced by the AESO for the appropriate POD.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



2013 BASE TRANSMISSION ADJUSTMENT RIDER

Effective: April 1, 2013
to December 31, 2013

Availability For all energy delivered, estimated or actual from April 1, 2013 to December 31, 2013, the following rider applies as a percentage (%) of base Distribution Tariff Transmission Component charges by rate class:

Rate Class Description	Rate Code	2013 Transmission Adjustment Rider (TAR) Charge / (Credit)
Residential	Rate 11	-3.84 %
FortisAlberta Farm	Rates 21, 23	-3.05 %
REA Farm	Rates 24	-4.80 %
FortisAlberta Irrigation	Rate 26	23.92 %
REA Irrigation	Rate 29	-4.80 %
Exterior Lighting	Rates 31, 33, 38	-40.16 %
Small General Service	Rates 41	4.22 %
Oil & Gas Service	Rates 44, 45	-27.36 %
General Service	Rate 61	3.03 %
Large General Service	Rate 63	-0.77 %

Rate 65 Transmission Connected Service For Points of Service that are served under Rate 65, a charge of -\$0.430 per day will be applied for the months of April through December 2013.

Note: The 2013 Base Transmission Adjustment Rider is related to amounts addressed in the FortisAlberta 2011 AESO Charges Deferral Application.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



2013 QUARTERLY TRANSMISSION ADJUSTMENT RIDER Effective: January 1, 2013 to December 31, 2013

Availability For all energy delivered, estimated or actual from January 1, 2013 to March 31, 2013, the following rider applies as a percentage (%) of base Distribution Tariff Transmission Component charges by rate class. For all energy delivered, estimated or actual from April 1, 2013 to December 31, 2013, the following rider applies to the Distribution Tariff by rate class:

Rate Class Description	Rate Code	2013 Quarterly Transmission Adjustment Rider (QTAR)			
		Charge / (Credit)			
		Q1*	Q2	Q3	Q4
		Jan 1, 2013	Apr 1, 2013	Jul 1, 2013	Oct 1, 2013
Residential	Rate 11	62.76%	1.207¢/kWh	To be determined	
FortisAlberta Farm	Rates 21, 23	63.56%	1.207¢/kWh		
REA Farm	Rates 24	64.28%	1.207¢/kWh		
FortisAlberta Irrigation	Rate 26	89.27%	1.207¢/kWh		
REA Irrigation	Rate 29	64.28%	1.207¢/kWh		
Exterior Lighting	Rates 31, 33, 38	63.37%	1.207¢/kWh		
Small General Service	Rates 41	65.87%	1.207¢/kWh		
Oil & Gas Service	Rates 44, 45	64.78%	1.207¢/kWh		
General Service	Rate 61	62.22%	1.207¢/kWh		
Large General Service	Rate 63	59.21%	1.207¢/kWh		

Note: The 2013 Quarterly Transmission Adjustment Rider (QTAR) is related to amounts that will be filed in FortisAlberta’s Quarterly AESO DTS Deferral Account Rider Application. The QTAR for the quarters will be determined and posted in accordance with the quarterly adjustment mechanism as approved by the Commission and is effective on the date indicated above.

*Q1 QTAR percentages include Base Transmission Adjustment Rider.

FortisAlberta’s Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



2013 DISTRIBUTION ADJUSTMENT RIDER

Effective: April 1, 2013
to December 31, 2013

Availability For all distribution access service, estimated or actual from April 1, 2013 to December 31, 2013, the following rider applies as a percentage of the base DT Distribution Component charges:

Rate Class Description	Rate Code	2013 Distribution Adjustment Rider (DAR) Charge/(Credit)
Residential	Rate 11	4.09 %
FortisAlberta Farm	Rates 21, 23	4.05 %
REA Farm	Rate 24	0 %
FortisAlberta Irrigation	Rate 26	3.06 %
REA Irrigation	Rates 29	0 %
Exterior Lighting	Rates 31, 33, 38	4.03 %
Small General Service	Rates 41	4.02 %
Oil & Gas Service	Rate 44, 45	4.05 %
General Service	Rate 61	4.02 %
Large General Service	Rate 63	4.00 %
Transmission Connected Service	Rate 65	0 %

FortisAlberta's Customer and Retailer Terms and Conditions of Electric Distribution Service provide for other charges, including an arrears charge of 1.5% per month.



Effective April 1, 2013

**FORTISALBERTA INC.
CUSTOMER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE I

TABLE OF CONTENTS **Page No.**

ARTICLE 1 – INTRODUCTION TO CUSTOMER TERMS AND CONDITIONS.....	1
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	2
2.1 Definitions.....	2
2.2 Conflicts.....	11
2.3 Headings.....	12
2.4 Extended Meanings.....	12
2.5 Appendices.....	12
ARTICLE 3 – GENERAL PROVISIONS.....	12
3.1 Commission Approval.....	12
3.2 Distribution Tariff.....	12
3.3 Amendments to the Terms and Conditions.....	13
3.4 Applicability of Terms and Conditions.....	13
3.5 Customer Guides.....	13
3.6 Fees and Other Charges.....	14
3.7 Billing Customers.....	14
ARTICLE 4 – ESTABLISHMENT OF SERVICE.....	15
4.1 Exchange of Information.....	15
4.2 Application for Service.....	15
4.3 Rejection of Application.....	16
4.4 Customer Contracts.....	17
4.5 Authorizations.....	19
4.6 Temporary Service.....	19
ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES.....	19
5.1 Scheduling for Service Connection.....	19
5.2 Protection of FortisAlberta’s Facilities.....	20
5.3 Relocation of Facilities.....	21
5.4 Extensions.....	21
ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES.....	21
6.1 Easements.....	21
6.2 Right of Entry.....	22
6.3 Vegetation Management.....	22
6.4 Registration of Agreements.....	23



Effective April 1, 2013

**FORTISALBERTA INC.
CUSTOMER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE II

TABLE OF CONTENTS	Page No.
ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION	23
7.1 FortisAlberta Investment	23
7.2 Customer Contributions.....	24
7.3 Changes to Service Peak Demand Requirements	28
7.4 Changes.....	31
7.5 Charges Related to Permanent Disconnection	32
ARTICLE 8 – SERVICE CONNECTION	33
8.1 Customer Responsibility	33
8.2 Facilities Provided by FortisAlberta	35
8.3 Unauthorized Use or Unsafe Conditions.....	36
8.4 New Multi-Unit Residential Buildings	36
8.5 Frequency and Voltage Levels	36
8.6 Minimum Charges	36
ARTICLE 9 - METERS	37
9.1 Installation of Meters.....	37
9.2 Location	37
9.3 Access to Meters	38
9.4 Changes to Metering Equipment.....	38
9.5 Meter Reading.....	38
9.6 Record	39
9.7 Metering Signals.....	39
9.8 Customer Usage Information.....	39
9.9 Estimated Consumption and Demand	39
9.10 Meter Testing	40
9.11 Adjustments for Faulty Metering or Energy Theft	41
ARTICLE 10 – SERVICE DISCONNECTION AND RECONNECTION.....	41
10.1 Disconnection by Customer	41
10.2 De-Energize at Request of Retailer	43
10.3 Disconnection by FortisAlberta	43
10.4 Reconnect Service	45
10.5 Removal of Facilities upon Disconnection of Service	46
ARTICLE 11 – BILLING	46
11.1 General.....	46
11.2 Determination of Applicable Rates	46



Effective April 1, 2013

**FORTISALBERTA INC.
CUSTOMER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE III

TABLE OF CONTENTS

Page No.

11.3	Minimum Charges	47
11.4	Consumption Period	47
11.5	Billing Period	47
11.6	Late Payment Charges	48
11.7	Collections.....	48
11.8	Adjustments of Bills in the Event of a Billing Error.....	48
ARTICLE 12 - SPECIFIC PROVISIONS RELATING TO DG CUSTOMERS.....		49
12.1	General.....	49
12.2	Interconnection	50
12.3	Continuity, Interruption or Disconnection of Service.....	51
12.4	Approvals.....	51
12.5	Metering.....	52
12.6	DG Customer Charges/Credits.....	53
12.7	Protective Devices and Liability	54
12.8	Service Calls	55
12.9	Exchange of Information.....	55
ARTICLE 13 – SPECIFIC PROVISIONS RELATING TO TRANSMISSION CONNECTED SERVICES.....		56
13.1	General.....	56
13.2	System Access Service.....	56
13.3	Metering.....	57
13.4	Billing	57
13.5	Transmission Load Customer Contributions.....	57
13.6	Changes to System Access Service.....	57
13.7	Transmission Related Exit Costs.....	58
13.8	Section 101(2) Release.....	58
ARTICLE 14 – LIABILITY AND INDEMNITY		59
14.1	FortisAlberta Liability.....	59
14.2	Release.....	59
14.3	FortisAlberta Not Liable to Customer	59
14.4	Responsible Party Liability.....	60
14.5	Force Majeure	61
ARTICLE 15 – ARBITRATION.....		62
15.1	Resolution by FortisAlberta and Responsible Party	62



Effective April 1, 2013

**FORTISALBERTA INC.
CUSTOMER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE IV

TABLE OF CONTENTS	Page No.
15.2 Resolution by Arbitration	62
15.3 Arbitrators.....	62
15.4 Refusal to Appoint an Arbitrator	63
15.5 Failure to Appoint a Third Arbitrator.....	63
15.6 Technical Competence.....	63
15.7 Compensation of Arbitrators.....	64
15.8 Application of the Arbitration Act	64
15.9 Decisions Binding.....	64
15.10 Continuity of Electric Distribution Service	64
ARTICLE 16 – ADDITIONAL PROVISIONS RELATING TO ELECTRIC DISTRIBUTION SERVICE.....	64
16.1 Ownership of Facilities	64
16.2 Electric Distribution Service Obtained from Retailer.....	65
16.3 Proper Use of Services	65
16.5 Compliance with Applicable Legal Authorities	65
16.6 Service Interruption.....	66
16.7 No Assignment of Agreements and Invalidity of Contractual Provisions.....	66
16.8 No Waiver	67
16.9 Law	67
16.11 Requirement to Enter into New Contracts.....	67
16.12 Notice.....	68
APPENDIX “A” – FEE SCHEDULE	69
APPENDIX “B” – CUSTOMER CONTRIBUTIONS SCHEDULES.....	74



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Page 1

Effective April 1, 2013

*Capitalized terms used in these Customer Terms and Conditions of Electric Distribution Service (the "**Customer Terms and Conditions**"), as may be amended or replaced from time to time, that are not otherwise defined in the context in which they are used, have the meaning ascribed thereto under section 2.1 "Definitions".*

ARTICLE 1 – INTRODUCTION TO CUSTOMER TERMS AND CONDITIONS

In accordance with the provisions of the *Electric Utilities Act* (the "**Act**") and the Regulations made thereunder (the "**Regulations**"), as either may be amended or replaced from time to time, FortisAlberta Inc. ("**FortisAlberta**") in its role as a wire owner will carry out the functions necessary to furnish Electric Distribution Service to Customers in the areas serviced by FortisAlberta to enable each Customer to purchase electricity for that person's own use from a Retailer.

These Customer Terms and Conditions govern the relationship between FortisAlberta and Customers that require a Service Connection to FortisAlberta's Electric Distribution System or other services. These Customer Terms and Conditions will also govern the relationship between FortisAlberta and a Retailer or any other person whom the Customer has assigned to act on its behalf in its dealings with FortisAlberta, regarding the provision of Electric Distribution Service.

These Customer Terms and Conditions serve as a companion to the Retailer Terms and Conditions which are intended to enable Retailers to acquire access to FortisAlberta's Electric Distribution System for the purposes of allowing them to sell electricity directly to Customers. A Customer may also act as a self-retailer by carrying out Retailer functions to obtain Electricity Services solely for the Customer's own use.

The Retailer Terms and Conditions and these Customer Terms and Conditions together form the Terms and Conditions of Electric Distribution Service of FortisAlberta (the "**Terms and Conditions**"). The service provided by FortisAlberta hereunder is regulated by the Alberta Utilities Commission (the "**Commission**"), and parties having any inquiries or complaints regarding the Terms and Conditions may direct such inquiries or complaints directly to FortisAlberta or to the Commission. The Terms and Conditions have been approved by the Commission.



Effective April 1, 2013

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Customer Terms and Conditions, a Commitment Agreement, Electric Service Agreement, Interconnection Agreement, Underground Electrical Distribution System Services Agreement, or an application, contract or agreement for service, shall have the meanings set forth below, or the meaning set forth in the Retailer Terms and Conditions if not defined herein, unless the context otherwise requires:

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

“**AIES**” means Alberta’s “Interconnected Electric System” as that term is defined in the Act;

“**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as amended or replaced from time to time, and

“**day**” means any calendar day;

“**Buy-Down Charge**” has the meaning given such term in, and is determined in accordance with, Section 7.3.2;

“**Cancellation Costs**” include the aggregate of all direct and indirect costs and expenses incurred by FortisAlberta related to the work and in connection with the termination thereof including, without duplication:

- (a) the cost of all equipment and material, inclusive of any deposit, restocking and cancellation charges;
- (b) the amount payable to any person 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 FortisAlberta;
- (e) the costs incurred in the process of obtaining easements, rights-of-way and regulatory approvals;



Effective April 1, 2013

- (f) the expense of wages and benefits for services performed by employees of FortisAlberta;
- (g) carrying charges; and
- (h) the costs incurred to salvage equipment and materials (net of any credit to FortisAlberta for reusable equipment and material), and to reclaim any property used by FortisAlberta;

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

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

“**Commitment Agreement**” means the written agreement that may be required by FortisAlberta between the Customer and FortisAlberta, whereby such Customer agrees to have FortisAlberta design or construct new, improved or expanded Facilities or agrees to have FortisAlberta arrange for the design or construction of new, improved or expanded Transmission Facilities;

“**Contract kilometres**” means the length of distribution line, measured in metres, from the Point of Service to the Point of Delivery, as determined by FortisAlberta;

“**Contract Minimum Demand**” means the minimum demand specified in the Electric Service Agreement (which shall be no less than the Minimum Demand) or, if no agreement is in existence, means the Minimum Demand;

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

“**Customer**” has the meaning given such term in, and is determined in accordance with, the Act, and also includes any consumer, person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity) to whom FortisAlberta provides any service under its Distribution Tariff or who applies for, or proposes or requests to purchase or obtain, or receives any service under the Distribution



Effective April 1, 2013

Tariff, or otherwise in respect of any Land upon which Electric Distribution Service is or will be furnished, a Subdivision Developer or the Tenant and the Registered Owner of the Land;

“Customer Contribution” has the meaning given such term in, and is determined in accordance with, Section 7.2, and includes, but is not limited to, a Customer Distribution Contribution, a Customer Transmission Contribution, and other contributions as set out in Section 7.2;

“Customer Distribution Contribution” has the meaning given such term in, and is determined in accordance with, Section 7.2.1;

“Customer Extension Costs” has the meaning given such term in, and is determined in accordance with, Section 7.2.1;

“Customer Shared Costs” has the meaning given such term in, and is determined in accordance with, Section 7.2.1;

“Customer Terms and Conditions” means these Customer Terms and Conditions for Electric Distribution Service of FortisAlberta, as amended or replaced from time to time;

“Customer Transmission Contribution” has the meaning given such term in, and is determined in accordance with, Section 7.2.2;

“Customer Usage Information” means information regarding the historical electricity consumption of a Customer;

“De-Energization” or **“De-Energize”** for the purposes of these Customer Terms and Conditions, means the disconnection of metering or electrical equipment connected to the Electric Distribution System to prevent Energy from flowing to the Point of Service;

“DG Customer” or **“Distribution Generation Customer”** means a person that has on-site generating facilities that are interconnected and operating in parallel with FortisAlberta’s Electric Distribution System and unless otherwise indicated, includes an MG Customer;

“Distribution Customer Exit Charge” has the meaning given such term in, and is determined in accordance with, Section 7.5;

“Distribution Load Customer” means a Customer interconnected to, or who applies, proposes or requests to interconnect to, FortisAlberta’s Electric Distribution System for the purpose of purchasing electricity for that person’s own use;



Effective April 1, 2013

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

“Electric Distribution Service” has the meaning given such term in, and is determined in accordance with, the Act. FortisAlberta’s prior Terms and Conditions previously referred to Electric Distribution Service as Distribution Tariff Service or Distribution Access Service, and all references in prior agreements, documents and other instruments to Distribution Tariff Service or Distribution Access Service shall mean Electric Distribution Service as defined herein;

“Electric Distribution System” has the meaning given such term in, and is determined in accordance with, the Act;

“Electric Service Agreement” means an agreement between FortisAlberta and a Customer for the provision of Electric Distribution Service, including System Access Service;

“Electricity Services” has the meaning given such term in, and is determined in accordance with, the Act;

“Energy” means electric energy, which means the capability of electricity to do work, measured in kilowatt hours (“**kWh**”);

“Expected Peak Demand” means the expected maximum capacity requirement at a Point of Service which is used to determine the potential FortisAlberta Investment Level, the Minimum Demand and the Maximum Supply;

“Facilities” means physical plant (including, without limitation, distribution lines, transformers, meters, equipment and machinery) on FortisAlberta’s side of the Point of Service, excluding a Transmission Facility;

“Force Majeure” means circumstances not reasonably within the control of FortisAlberta, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, interruptions of supply of goods or services, the intervention of federal, provincial, state or local government or from any of their agencies or boards (excluding decisions or orders made by the Commission in the normal course of exercising its authority over FortisAlberta), the order or direction of any court, and any other



Effective April 1, 2013

cause, whether of the kind herein enumerated or otherwise, except for lack of funds which shall not be considered an event of Force Majeure;

“FortisAlberta Investment” has the meaning given such term in, and is determined in accordance with, Section 7.1;

“Idle Service Charges” means charges associated with the recovery of FortisAlberta’s ongoing cost of owning, operating and maintaining Facilities in respect of a particular Point of Service in situations where the Point of Service is not receiving Energy via the Facilities on a continuing basis, but the Customer chooses to retain the Facilities in place for future use. The charges that are applicable are set out in the Rates, Options and Riders Schedules;

“Independent System Operator” or **“ISO”** or **“AESO”** means the corporation established as the independent system operator by the Act to carry out the duties of the independent system operator under the Act, and carrying on business as the Alberta Electric System Operator or AESO;

“Interconnection Agreement” means an agreement entered into between FortisAlberta and a DG Customer that sets out the provisions and obligations of the parties with respect to the interconnection, including the Operating Procedures. Interconnection Agreements are required when any generator interconnects to the Electric Distribution System;

“Interconnection Charges” has the meaning given such term in, and is determined in accordance with, Section 12.6.1;

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

“Interconnection Facilities Costs” are the capital costs as estimated by FortisAlberta of the DG Customer’s Interconnection Facilities;

“Interest in Land” includes any oral or written agreement with the Registered Owner of Land to purchase, rent, use or exploit the Land, either currently or in the future;

“Investment Level” means the total dollar investment that FortisAlberta is permitted to make toward the construction of new or upgraded Facilities which total investment available is determined by the Investment Term and Expected Peak Demand and, where applicable,



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Page 7

Effective April 1, 2013

Metres of Customer Extension. Such Investment Level shall also be in accordance with the Customer Contribution Schedules contained in Appendix "B" attached hereto, and such total distribution investment available shall not exceed the cost as estimated by FortisAlberta of constructing the Facilities;

"Investment Term" means the length of time or term as determined by FortisAlberta for investment purposes;

"kW of Capacity" means the kVA or kW of demand for that Point of Service as set out in the Rates, Options, and Riders Schedules;

"kVA" means kilovolt-ampere or kilovolt-amperes;

"kW" means kilowatt or kilowatts;

"kWh" means kilowatt hour or kilowatt hours;

"Land" includes, in respect of any parcel of land, registered ownership and lease of the whole or any part of it, and also includes any part thereof that is intended to be leased, subdivided or partitioned from the land;

"Load" means Energy consumed by Customers or capacity requirements in kW or kVA;

"Load Settlement" has the meaning given such term in, and is determined in accordance with, the Act;

"Maximum Supply" means the maximum amount of electric capacity (measured in kW or kVA, whichever is greater) that FortisAlberta is obligated to supply to the Customer for a Point of Service. The Maximum Supply is the lowest of the faceplate value of the transformer, the Maximum Supply as defined in the Electric Service Agreement, or the Expected Peak Demand in kW expressed in kVA (e.g. 1,000 kW Expected Peak Demand / 0.9 = 1,111 kVA Maximum Supply);

"Metered Demand" means the registered demand in kW or 90% of the registered demand in kVA;

"Metres of Customer Extension" means the length of extension of Facilities, as determined to be appropriate by FortisAlberta, installed as part of a Service Connection, which is used to determine part of FortisAlberta's Investment Level;



Effective April 1, 2013

“MG Customer” or **“Micro-Generation Customer”** means a generator as defined under the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time;

“Minimum Charge” means the result of multiplying the rates by the greater of the Rate Minimum as contained in the Rates, Options and Riders Schedules or the Contract Minimum Demand;

“Minimum Demand” means the greater of the Contract Minimum Demand or two-thirds of the Expected Peak Demand;

“Operating Demand” means the value calculated as the average of the highest seven of the last 12 months of Metered Demands and is used for determining the appropriate rate for a Point of Service;

“Operating Procedures” means a schedule in the Interconnection Agreement which describes the procedures for the operation of the DG Customer’s facilities and FortisAlberta’s Facilities relating to the interconnection, which may be revised from time to time by FortisAlberta upon written notice to the DG Customer;

“Optional Facilities” means Facilities requested by the Customer that are different from or in excess of Standard Service or are expected to cause increased operation and maintenance expenses to FortisAlberta;

“Peak Demand” means the maximum Metered Demand in the last 12 months;

“Permanent Disconnection” means the cessation of Electricity Services resulting from removal of Facilities. Permanent Disconnection is also referred to as “salvage”;

“Point of Delivery” or **“POD”** means the point at which Energy is transferred from a Transmission Facility to FortisAlberta’s Electric Distribution System or Transmission Connected Services;

“Point of Interconnection” means the point at which electricity is exchanged between the circuits of the DG Customer’s generating facility and the circuits of FortisAlberta’s Facilities;

“Point of Service” means the point at which FortisAlberta’s service conductors are connected to the conductors or apparatus of a Customer;



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Page 9

Effective April 1, 2013

“Power Factor” means the ratio of usage power measured in kW to total power measured in kVA;

“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;

“Prepaid Line Share” has the meaning given such term in, and is determined in accordance with, Table 3 of Appendix “B”;

“Rates, Options and Riders Schedules” means that portion of FortisAlberta’s Distribution Tariff which sets out charges;

“Registered Owner” means the registered owner or owners of Land;

“Regulations” means the regulations made pursuant to the Act;

“Responsible Parties” means all Retailers and Customers, including Transmission Load Customers, Distribution Load Customers, DG Customers, MG Customers or agents of the foregoing;

“Retail Service Agreement” means an agreement between FortisAlberta and a Retailer for the provision of Electric Distribution Service, as amended or replaced from time to time;

“Retailer” means a person, selected by the Customer, or otherwise to whom the Customer is defaulted in accordance with the Act and Regulations, who carries out the duties of a retailer prescribed in the Act, including also self-retailers who procure Electricity Services for their own use as a Customer;

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

“Retailer Terms and Conditions” means the Retailer Terms and Conditions for Electric Distribution Service of FortisAlberta, as amended or replaced from time to time;

“RRR Regulation” means the Roles, Relationships and Responsibilities Regulation A.R. 169/2003 made pursuant to the Act, as amended or replaced from time to time;



Effective April 1, 2013

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

“Service Life” means the expected period of viable, technical and economic life of an asset;

“Settlement System Code” 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;

“Standard Service” means Facilities which meet good economic electric industry practice including safety, reliability and operating criteria and standards consistent with the particular characteristics of service as determined by FortisAlberta acting reasonably;

“Subdivision Developer” means the registered owner or their duly appointed representative developing the Land on which the electrical system is being installed;

“System Access Service” has the meaning given such term in, and is determined in accordance with, the Act;

“System Access Service Agreement” means an agreement entered into between the Independent System Operator and FortisAlberta, which establishes the specific terms pursuant to which FortisAlberta obtains System Access Service;

“Temporary Disconnection” means the cessation of Electricity Services on a temporary basis and does not involve removal of Facilities;

“Temporary Service” has the meaning given such term in, and is determined in accordance with, Section 4.6;

“Tenant” means any person with an Interest in Land granted by the Registered Owner;

“Terms and Conditions” means, collectively, these Customer Terms and Conditions and the Retailer Terms and Conditions, as amended or replaced from time to time;

“Transmission Connected Service” means a Point of Service:

- (a) that is served at a transmission voltage level and is not interconnected to the FortisAlberta Electric Distribution System; and



Effective April 1, 2013

- (b) for which FortisAlberta has a distinct System Access Service Agreement in existence with the Independent System Operator, specifically for the respective Point of Delivery;

“Transmission Costs” has the meaning given such term in, and is determined in accordance with, Section 7.2.2;

“Transmission Facility” has the meaning given such term in, and is determined in accordance with, the Act;

“Transmission Facility Owner” means the owner, as such term is defined in the Act, of the Transmission Facility;

“Transmission Load Customer” means a Customer at a Transmission Connected Service or who applies, proposes or requests to interconnect to a Transmission Connected Service, who has not received a Section 101(2) release as noted in the Act; and

“Underground Electrical Distribution System Services Agreement” means the agreement between FortisAlberta and the Subdivision Developer by which the underground Facilities are to be installed on Land to provide Service Connections to each proposed lot and the common area within the Land. FortisAlberta’s prior Terms and Conditions previously referred to Underground Electrical Distribution System Services Agreement as Underground Residential Development Agreement, and all references in prior agreements, documents and other instruments to Underground Residential Development Agreement shall mean Underground Electrical Distribution System Services Agreement as defined herein.

2.2 Conflicts

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

If there is any conflict between a provision in the Terms and Conditions, and a provision in a Commitment Agreement, Electric Service Agreement, Interconnection Agreement, Retail Service Agreement, Underground Electrical Distribution System Services Agreement or any other existing or future agreement between FortisAlberta and a Responsible Party, the provision in the Terms and Conditions shall govern.



Effective April 1, 2013

2.3 Headings

The division of the 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 the Terms and Conditions.

2.4 Extended Meanings

In the Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and words importing a person shall include an individual, firm, partnership, association, trust, unincorporated organization and corporation.

2.5 Appendices

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

Appendix "A" – Fee Schedule

Appendix "B" – Customer Contributions Schedules

ARTICLE 3 – GENERAL PROVISIONS

3.1 Commission Approval

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

3.2 Distribution Tariff

FortisAlberta's Distribution Tariff is available for public inspection at FortisAlberta's website at: <http://www.fortisalberta.com>. The Terms and Conditions, together with the Rates,



Effective April 1, 2013

Options and Riders Schedules, form part of the Distribution Tariff and are established pursuant to Section 2 of the Distribution Tariff Regulation, as amended or replaced from time to time.

3.3 Amendments to the Terms and Conditions

Whenever the Commission approves an amendment to the Terms and Conditions, such amendment, including its effective date, will be posted on FortisAlberta's website at: <http://www.fortisalberta.com>.

No agreement can provide for the waiver or alteration of any part of the Terms and Conditions unless such agreement is first filed with and approved by the Commission and such agreement expressly provides for any such waiver or alteration.

3.4 Applicability of Terms and Conditions

These Customer Terms and Conditions govern the relationship between FortisAlberta and Customers that require a Service Connection to FortisAlberta's Electric Distribution System, Electric Distribution Service, or other services. These Customer Terms and Conditions will also govern the relationship between FortisAlberta and a Retailer or any other person whom the Customer has assigned to act on its behalf in its dealings with FortisAlberta, regarding the provision of wire service on its Electric Distribution System.

All Responsible Parties, by virtue of their relationship with FortisAlberta, are deemed to have accepted the Terms and Conditions. The application to FortisAlberta for a service, the entering into of a Commitment Agreement, Electric Service Agreement, Interconnection Agreement, Underground Electrical Distribution System Services Agreement, the use by a Responsible Person of a service, or the payment by the Responsible Person of an account rendered by FortisAlberta in relation to a service shall constitute acceptance by the Customer of these Terms and Conditions.

3.5 Customer Guides

FortisAlberta has developed a number of Customer guides including the Service and Metering Guide, Power Quality Specification, the Guide to Customer Contributions and FortisAlberta Investment, and the Residential and Farm Customer Guide to Electric Distribution Service ("**Guides**") to assist Customers in understanding the normal requirements of FortisAlberta in relation to interconnections to FortisAlberta's Electric Distribution System including requirements intended to ensure the safety of its employees



Effective April 1, 2013

and the safety and reliability of its Electric Distribution System. FortisAlberta will amend the Guides from time to time to reflect changes to the electric utility industry, changes in FortisAlberta's requirements or the changing needs of FortisAlberta's Customers. While FortisAlberta will endeavour to follow practices in the Guides, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Guides. The Guides shall be non-binding on Customers and on FortisAlberta, and are produced and maintained for information purposes only. If there is any conflict between a Guide and a provision in the Terms and Conditions, an Electric Service Agreement, a Retail Service Agreement or any other existing or future agreement between FortisAlberta and a Responsible Party, the provision in the Terms and Conditions, Electric Service Agreement, Retail Service Agreement or other agreement shall govern. A copy of the Guides can be accessed on FortisAlberta's website at: <http://www.fortisalberta.com>.

3.6 Fees and Other Charges

FortisAlberta will provide Electric Distribution Service hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by FortisAlberta to a Customer will be charged a separate rate or fee such as those included, without limitation, in the Fee Schedule included herein as Appendix "A". Payment by the Customer for services shall be in accordance with the provisions of the Terms and Conditions.

3.7 Billing Customers

The Customer shall pay all amounts required to be paid under the Distribution Tariff 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 otherwise. Failure to receive such bill from FortisAlberta 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.

A late payment charge of 1.5% per month (19.56% per annum) is applied if the Customer's payment has not been received by FortisAlberta before 1 month elapses from the date the bill was issued. The Customer is charged a dishonoured payment charge for each payment returned for dishonoured or refused payment or returned by a financial institution for any reason as set forth in the Fee Schedule included herein as Appendix "A".



Effective April 1, 2013

ARTICLE 4 – ESTABLISHMENT OF SERVICE

4.1 Exchange of Information

To enable FortisAlberta to provide a requested service, a Customer shall supply any information that may be required by FortisAlberta, including information regarding the service required, Land, location or ownership of the premises to be served on the Land, the Customer's service requirements (e.g. Expected Peak Demand), preferred supply conditions and the manner in which the Point of Service will be utilized, credit information, or reference information.

Upon request, FortisAlberta shall provide to the Customer information on obtaining a Service Connection for the Customer, including the method and manner of such Service Connection. Such information may include a copy of FortisAlberta's Service and Metering Guide, a description of the Service Connection available, location of where Facilities will enter the Customer's Land, Point of Service and metering equipment, and Customer and FortisAlberta responsibilities for installation of Facilities.

After receipt of the application for service and the required information, FortisAlberta will advise the Customer 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 Application for Service

FortisAlberta reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an agreement with FortisAlberta or to make an application in writing on forms provided by FortisAlberta.

FortisAlberta may require that the Customer confirm that the Customer is the Registered Owner of the Land, or that the Customer is a Tenant. If the Customer is a Tenant, FortisAlberta shall have the right, but not the obligation, to: (i) verify the identity of the Registered Owner of the Land; (ii) notify the Registered Owner of the nature of the proposed service and of any other information that FortisAlberta considers relevant; and (iii) require the Registered Owner to sign an agreement consenting to the service and any access to the Land required by FortisAlberta and to be responsible for the obligations of the Tenant in regard to the service if the Tenant fails to comply with any of its obligations hereunder in respect of the service. The Customer's eligibility for service and for rates shall be determined based on the Land or Interest in Land at the time of the intended use of the service or upgraded service. If the operational characteristics of an existing service change, a different rate may be applicable and certain provisions in Article 7 may apply.



Effective April 1, 2013

A Customer, a Retailer or any other person acting on behalf of the Customer, may apply for a Service Connection on behalf of a Customer. Where such application is made by another party on behalf of the Customer, such party must provide FortisAlberta, in a form acceptable to FortisAlberta, verifiable authorization from the Customer to make the application.

FortisAlberta bills the Retailer of Record based on the charges set out in its Rates, Options and Riders Schedules. Each Point of Service is billed as a separate service. The determination of these charges will be made in accordance with FortisAlberta's Terms and Conditions and its Rates, Options and Riders Schedules.

The availability of rates, options and riders are specified in the Rates, Options and Riders Schedules. If the operational characteristics of the Point of Service change, a different rate may be applicable and certain provisions in Article 7 may apply. This could result in the Customer being required to pay an additional Customer Contribution or receiving a refund. A Customer-requested change of service under this Section will not be made more than once in any 12-month period.

A Customer may be required to sign a Commitment Agreement before FortisAlberta orders any materials or commences any of the project design work or construction of the Facilities will proceed. In the event that a Customer cancels a project, the Customer will pay all additional costs related to the cancellation of the project, including Cancellation Costs, incurred by FortisAlberta. FortisAlberta reserves the right to require a Customer to provide security acceptable to FortisAlberta to cover Cancellation Costs as provided in the Commitment Agreement or as set out elsewhere.

Upon completion of the construction of the Facilities, a Customer is required to enrol with a Retailer to obtain Electricity Services, including Electric Distribution Service, within 30 days. FortisAlberta reserves the right to require its default retailer to enrol the Customer in the event that the Point of Service is not enrolled within the 30 day period set out above.

4.3 Rejection of Application

FortisAlberta may reject any Customer's request for a Service Connection when:

- (a) the type of Service Connection applied for is not available or normally provided by FortisAlberta in the location requested;
 - (b) the Customer does not have currently in force all permits or other authorizations that may be required for the installation of the Service Connection as set out in Section 4.5;
-



Effective April 1, 2013

- (c) FortisAlberta determines that a previous account held by the Customer is in arrears with FortisAlberta;
- (d) where applicable, the Customer fails to provide a letter of credit from a suitable financial institution in a form acceptable to FortisAlberta;
- (e) FortisAlberta 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 FortisAlberta;
- (f) any representation made by the Customer to FortisAlberta for the purpose of obtaining a Service Connection is, in FortisAlberta's opinion, fraudulent, untruthful or misleading;
- (g) the Customer has not, when requested by FortisAlberta to do so, provided a signed written application for a Service Connection, Commitment Agreement, Electric Service Agreement or Interconnection Agreement; or
- (h) the proposed Load, in FortisAlberta's opinion, has unusual characteristics that might adversely affect the quality of service supplied to other Customers, public safety, or the safety of FortisAlberta's personnel or FortisAlberta's Facilities or equipment.

4.4 Customer Contracts

4.4.1 Electric Service Agreement for Customers

A Distribution Load Customer connected or connecting to the FortisAlberta Electric Distribution System is required to make contract arrangements with FortisAlberta, on the following basis:

- (a) A Distribution Load Customer with an Expected Peak Demand less than 75 kW is not generally required to sign a contract with FortisAlberta. However, if the actual Operating Demand significantly differs from the Expected Peak Demand, FortisAlberta reserves the right to require an Electric Service Agreement. In the absence of a signed Electric Service Agreement, the supplying of a Service Connection by FortisAlberta and the acceptance thereof by the Customer shall be deemed to constitute the agreement by and between FortisAlberta and the Customer for delivery, acceptance and payment for electric service under FortisAlberta's applicable Tariffs and Terms and Conditions.



Effective April 1, 2013

- (b) A Distribution Load Customer with an Expected Peak Demand equal to or greater than 75 kW is required to sign an Electric Service Agreement with an Investment Term based on the number of years used to calculate the original investment or any subsequent investment.

Subject to the Terms and Conditions, the Contract Term and all other contractual obligations under an Electric Service Agreement continue in effect until such time as the Electric Service Agreement is either renegotiated or terminated by the party in accordance with Sections 7.3.2 or 7.5.

4.4.2 Electric Service Agreement for Transmission Load Customers

A Transmission Load Customer is required to make contractual arrangements with FortisAlberta for the flow-through of the obligations of FortisAlberta under a System Access Service Agreement for their particular Transmission Connected Service.

4.4.3 Transfer of Contractual Obligations

All services, whether or not they require FortisAlberta assignment consent, that are transferred or assigned to, or used or assumed by, a person taking 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 Registered Owner, from time to time, of the Land 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 in service requirements as a result of such transfer shall be made in accordance with the Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties. It is the sole responsibility of the person 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 Agreements associated with the Point of Service.

4.4.4 Subdivision Developers

Except where FortisAlberta will install Facilities to serve a subdivision, Subdivision Developers are required to sign an Underground Electrical Distribution System Services Agreement.



Effective April 1, 2013

4.4.5 Commitment Agreements

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

4.5 Authorizations

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

4.6 Temporary Service

Where FortisAlberta reasonably believes that a requested service will be temporary, the Customer must pay the Cost of Temporary Services and the Customer Transmission Contribution in accordance with Section 7.2.2. Unless otherwise approved by FortisAlberta in writing, Temporary Service shall be defined as installations intended for removal within a period not to exceed 24 months. A Minimum Demand based on two-thirds of the Expected Peak Demand will be applied to the Temporary Service for billing purposes.

If service continues beyond the 24-month period set out above, it will then be considered a permanent service effective at the end of the 24-month period, and the provisions herein applicable to a permanent Service Connection will apply. Regardless of whether alterations are required to existing Facilities, the Customer shall execute a new Electric Service Agreement based on the new Expected Peak Demand if required to do so by FortisAlberta in accordance with Section 4.4.1.

ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES

5.1 Scheduling for Service Connection

After the applicant has complied with FortisAlberta's application requirements and has been accepted for service by FortisAlberta and complied with the requirements of Article 4 and all



Effective April 1, 2013

other local construction, safety standards or regulations, and has enrolled with a Retailer, FortisAlberta shall schedule that applicant for Service Connection.

5.2 Protection of FortisAlberta's Facilities

5.2.1 Interference with FortisAlberta Facilities

The Customer shall not install or allow to be installed on Land owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of FortisAlberta's Facilities or result in non-compliance on the part of either the Customer or FortisAlberta with applicable statutes, regulations, standards or codes. FortisAlberta will retain ownership of its equipment and Facilities, whether or not affixed to a Customer's facilities or Land.

5.2.2 Protection of Installed Facilities

The Customer shall furnish and maintain, at no cost to FortisAlberta, the necessary space, housing, fencing, barriers, and foundations for the protection of the Facilities to be installed upon the Customer's Land. If the Customer refuses, FortisAlberta may, at its option, furnish and maintain and charge the Customer for furnishing and maintaining the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to FortisAlberta's specifications and approval. On a commercially reasonable basis, FortisAlberta will take into consideration, but shall not be obligated to abide by, requests by Customers related to the protection of Facilities.

5.2.3 Power Factor

A Customer shall design, install and operate their facilities in such a manner as to maintain a Power Factor of not less than 90%. FortisAlberta may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain at no cost to FortisAlberta, or FortisAlberta may install at the Customer's cost, such remedial or corrective equipment as FortisAlberta may deem necessary under the circumstances.

5.2.4 Compliance with Requirements and Use of Service Connection

The Customer will ensure that their facilities comply with the applicable requirements of the Canadian Electrical Code and with all Customer guides issued from time to time by FortisAlberta. The Customer shall not use their Service Connection or



Effective April 1, 2013

Electric Distribution Service in a manner so as to cause undue interference with any other facilities (either FortisAlberta's Facilities, Transmission Facilities or facilities of another Customer) connected physically or electromagnetically to FortisAlberta's Electric Distribution System. This includes, but is not limited to, abnormal voltage levels, frequency levels, flicker levels and harmonic and interharmonic levels. At FortisAlberta's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense. Alternatively, FortisAlberta may elect to correct the interference or disturbance at the Customer's expense.

5.2.5 Operation of Generator Facilities

Notwithstanding the provisions in Article 12 the Customer shall not, without the written consent of FortisAlberta, use their own generator facilities in parallel operation with FortisAlberta's Electric Distribution System.

5.3 Relocation of Facilities

The Customer shall pay all costs of relocating FortisAlberta's Facilities at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of the Terms and Conditions, a provision of any other agreement with FortisAlberta, or any law or regulation caused by the Customer. If requested by FortisAlberta, the Customer shall pay the estimated cost of the relocation in advance.

5.4 Extensions

A Customer shall not extend or permit the extension of electric facilities connected to FortisAlberta's Electric Distribution System beyond Land owned, occupied or controlled by that Customer for any Point of Service.

ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

By accepting Electric Distribution Service, the Customer is deemed to have granted to FortisAlberta, without any cost to FortisAlberta, such easements or rights-of-way over, upon or under the Land owned, controlled or leased by the Customer as FortisAlberta reasonably requires at any time for unimpeded ingress and egress for the purposes of the construction, installation, maintenance, repair, operation and removal of the Facilities required for a Service Connection to the Customer, for vegetation management, emergency response and



Effective April 1, 2013

the performance of all other obligations required to be performed by FortisAlberta hereunder. On a commercially reasonable basis, FortisAlberta will take into consideration, but shall not be obligated to abide by, requests by Customers related to such easements and rights-of-way. At the request of FortisAlberta, the Customer shall grant, or cause to be granted, to FortisAlberta, without cost to FortisAlberta, such easements or rights-of-way as set out above.

6.2 Right of Entry

FortisAlberta's employees, agents and other representatives shall have the right to enter any Land belonging to or occupied by the Customer at all reasonable times for the purpose of inspecting, installing, maintaining, replacing, testing, monitoring, reading, removing or disconnecting FortisAlberta's Facilities, including meters, meter reading devices, wires or other electrical equipment and appliances, for the measurement or conveyance of electricity supplied or ascertaining the quantity or making other measurements of electricity consumed or supplied, or for any other purpose incidental to the provision of a Service Connection. The Customer shall not prevent or hinder FortisAlberta's entry. FortisAlberta, where practicable, will endeavour to provide reasonable notice to the Customer when it requires unscheduled entry to the Customer's Land. FortisAlberta may charge a "No Access" fee as set forth in the Fee Schedule included herein as Appendix "A" any time FortisAlberta's entry is considered by FortisAlberta's employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused.

6.3 Vegetation Management

The Customer shall be responsible for managing vegetation on the Land owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with Customer's facilities as well as FortisAlberta's low voltage overhead wires, including but not limited to treating, trimming or cutting trees and brush that may interfere with the operation of Customer's facilities or FortisAlberta's Facilities.

FortisAlberta shall be responsible for managing vegetation on the Land owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with all other FortisAlberta's Facilities, including but not limited to treating, trimming or cutting trees and brush that may interfere with the operation of FortisAlberta's Facilities on the Customer's Land.

If the Customer has concerns with identifying any facilities, they should contact FortisAlberta at 310-WIRE for assistance.



Effective April 1, 2013

FortisAlberta may at the Customer's expense, perform the work that is the responsibility of Customer as set out herein, where FortisAlberta determines that such work is reasonably required to maintain the integrity of FortisAlberta's Electric Distribution System. FortisAlberta shall make reasonable efforts to notify the Customer before such work is performed.

6.4 Registration of Agreements

Each Customer that enters into an Electric Service Agreement or an Interconnection Agreement is deemed to have agreed that the Electric Service Agreement or an Interconnection Agreement, as applicable, constitutes an interest in land in favour of FortisAlberta and FortisAlberta's utility rights on or adjacent to the land, and is deemed to have granted a right for the purpose of those agreements and maintaining FortisAlberta's Facilities on, over and under the lands on which the Customer's facilities are located, and further that FortisAlberta has the right, but not the obligation, to register such agreement at the appropriate Land Titles Office against title to those lands.

ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION

7.1 FortisAlberta Investment

The FortisAlberta Investment, where the expected service life is 15 years or more, is determined according to Table 1, Appendix "B" attached hereto.

The Expected Peak Demand will be used for establishing the FortisAlberta Investment and the Contract Minimum Demand, and will initially be considered the Operating Demand for determining the applicable rate. This will be subject to review when sufficient operating history is available in order to determine the Operating Demand.

The Investment Term is established by FortisAlberta and shall be based on the lesser of:

- (i) the viable technical life of the Facilities provided by FortisAlberta;
- (ii) the economic life of the Customer's operation; and
- (iii) the length of time, as determined in accordance with Table 2, Appendix "B" attached hereto, which provides an Investment Level that is sufficient to cover the full costs to provide service.



Effective April 1, 2013

The Investment Term may be modified from time to time based on any subsequent investment due to a service expansion.

In the event that the maximum FortisAlberta Investment available exceeds the Customer Extension Costs and Customer Shared Costs, the excess amount is not available to the same or another Customer to apply at any other Point of Service.

For the purposes of this Article 7, “cost” shall mean an estimated cost as calculated by FortisAlberta.

7.2 Customer Contributions

Customer Contributions other than Customer Transmission Contributions are payable before design, ordering and construction may begin unless other arrangements are made with, and to the satisfaction of, FortisAlberta. Customer Transmission Contributions are payable in accordance with the Independent System Operator tariff.

For further details please refer to the Guide to Customer Contributions and FortisAlberta Investment, and the Residential and Farm Customer Guide to Electric Distribution Service.

7.2.1 Customer Distribution Contribution

A Customer requesting a Service Connection may be required to make a contribution, calculated as follows:

$$\text{Customer Distribution Contribution} = \text{Customer Extension Costs} \pm \text{Customer Shared Costs} - \text{FortisAlberta Investment}$$

Customer Extension Costs include the cost of local Facilities required to extend Standard Service for the sole use of the individual Customer.

Customer Shared Costs are determined as follows:

- (a) For rural residential subdivisions, Customer Shared Costs are calculated based on the costs of the Facilities divided by the number of lots served.
- (b) For irrigation and rural Points of Service with Expected Peak Demand less than 100 kW not covered in (a), Customer Shared Costs are calculated as



Effective April 1, 2013

Prepaid Line Share, based on the formulae shown in Table 3, Appendix "B".
Prepaid Line Share amounts are not refundable.

- (c) For Points of Service with Expected Peak Demand greater than or equal to 100 kW, the Customer Shared Costs include:
- i. a portion of the cost of the new or existing shared Facilities. The Customer portion is determined based on the Customer's Load relative to the total Load supplied by the shared Facilities; and
 - ii. the cost of system upgrades attributed to the Customer's Load.

In a new residential subdivision, since some Points of Service may not be occupied and connected immediately, the Subdivision Developer is initially responsible for the full Customer Extension Costs and Customer Shared Costs for each Point of Service. The FortisAlberta Investment is paid to the Developer, or in the case of street lights, the Municipality, as each Point of Service is connected, as described in Section 7.2.3.

7.2.2 Other Contributions

Cost of Optional Facilities

If the Customer requests Optional Facilities, the Customer will pay the cost of those Optional Facilities, plus prepaid operation and maintenance as indicated in Table 4 of Appendix "B" attached hereto.

Such payment is only refundable, in whole or in part as determined by FortisAlberta, if the Optional Facilities are determined by FortisAlberta to be part of its Standard Service (eg. a Load increase) within 10 years of the original payment date.

Cost of Temporary Services

For Facilities which are in place for less than 2 years, the Customer will pay the cost of constructing and dismantling the Facilities, less the value of material which can be salvaged. In addition, a Customer Transmission Contribution may apply.

Customer Transmission Contribution

FortisAlberta may incur Transmission Costs as a result of entering into contracts with the Independent System Operator for provision of System Access Service in support



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Page 26

Effective April 1, 2013

of a Customer's electricity supply requirements. Transmission Costs include but are not limited to contributions and application fees made by FortisAlberta to the Independent System Operator in respect of a Point of Delivery providing System Access Service to a Customer. Transmission Costs are allocated to Customers as follows:

- (a) for a Customer other than a Temporary Service Customer, with an Expected Peak Demand initially 2000 kW or less, no Customer Transmission Contribution will be levied;
- (b) for a Customer other than a Temporary Service Customer with an Expected Peak Demand initially greater than 2000 kW, or at any time thereafter, a Customer Transmission Contribution may be required as follows:
 - i. where a single Customer is served from a new Point of Delivery, the Customer Transmission Contribution equals the Transmission Cost associated with the Customer-requested Optional Facilities (which are Transmission Facilities) as reasonably determined by FortisAlberta;
 - ii. where a number of new Customers are served from a new Point of Delivery, each Customer is allocated a portion of the Transmission Cost associated with the Customer-requested Optional Facilities (which are Transmission Facilities) as reasonably determined by FortisAlberta, based on the proportion of their Expected Peak Demand to the total expected demand at the Point of Delivery. This allocated cost becomes the Customer Transmission Contribution; and
 - iii. where an expansion of an existing Point of Delivery is required to provide System Access Service to a Customer or several Customers with increased electricity requirements, any resulting Transmission Cost associated with the Customer-requested Optional Facilities (which are Transmission Facilities) as reasonably determined by FortisAlberta, is allocated to each such Customer based on the proportion of their increase in Expected Peak Demand relative to the total increase in expected demand at the Point of Delivery. This allocated amount becomes the Customer Transmission Contribution; and



Effective April 1, 2013

- (c) for a Temporary Service Customer, regardless of Expected Peak Demand, the Customer Transmission Contribution is equal to the Transmission Cost plus an amount equivalent to the present value of any additional ongoing AESO tariff costs attributable to the Customer as determined by FortisAlberta.

Any obligations associated with the Customer-requested Optional Facilities (which are Transmission Facilities) as reasonably determined by FortisAlberta, undertaken by FortisAlberta in connection with the Independent System Operator's Construction Commitment Agreements become the obligations of the Customer to FortisAlberta.

Any refunds of contributions received by FortisAlberta from the Independent System Operator may be passed on to Customers as described in Section 7.2.3.

7.2.3 Refunds of Customer Contributions

Customer Distribution Contributions may be refundable for a period of 10 years. Refunds are applicable in the following situations:

- (a) Customers not subject to Prepaid Line Share (see Table 3 of Appendix "B" attached hereto) may receive a refund based on the proportion of the costs of the shared extension that are used by the new loads relative to the total Load supplied by the shared extension. Refunds, in whole or in part, are made without interest to the current Customer at the Point of Service on an annual basis;
- (b) Customers at an existing Point of Service where a Customer Distribution Contribution was paid may receive a refund when an Electric Service Agreement with an increased Contract Minimum Demand is executed, as described in Section 7.3.2; or
- (c) in a residential subdivision, where the developer initially paid the total cost of the Facilities within the subdivision, applicable refunds are reviewed annually and made in accordance with the amounts set out in Table 1 of the Customer Contributions Schedules in Appendix "B", for each residence that is connected and taking service within 10 years following the date of payment, to the current developer (or in the case of street lights, to the Municipality if so directed by an agreement between the developer and the Municipality, provided also that such agreement is communicated to FortisAlberta prior to any payment by FortisAlberta), without interest.



Effective April 1, 2013

Under no circumstances shall the refund payable by FortisAlberta exceed the Customer's Distribution Contribution.

Customer Transmission Contributions may be refunded, without interest, to a Customer in whole or in part, if FortisAlberta receives a refund of Transmission Costs from the Independent System Operator, which can be attributed to the Customer.

7.3 Changes to Service Peak Demand Requirements

The Customer's Peak Demand shall not exceed the Maximum Supply.

A Customer shall give FortisAlberta reasonable written notice prior to any change in requirements at a Point of Service, including any change in Expected Peak Demand or kVA of Capacity, to enable FortisAlberta to determine whether or not it can accommodate such change without alterations to its Facilities. Regardless of whether alterations are required to existing Facilities, a new Electric Service Agreement may be required by FortisAlberta based on the new Expected Peak Demand if equal to or greater than 75 kW. A Retailer or any other person who is acting on behalf of the Customer, who provides FortisAlberta with verifiable authorization from the Customer, may give such notice to FortisAlberta on the Customer's behalf. However, FortisAlberta reserves the right to require such notice directly from the Customer. In addition, FortisAlberta reserves the right to provide the Registered Owner of the Land in question (if different than the Customer) with notice of same.

The Customer shall not change their Load requirements at a Point of Service without FortisAlberta's written permission. The Customer shall be responsible for all damage caused as a result of the Customer changing requirements at a Point of Service without FortisAlberta's written permission.

7.3.1 Changes to Distribution Facilities

If a Customer requests a change to their service requirements and FortisAlberta therefore determines it must modify certain Facilities to accommodate the change at a Point of Service, a Customer Distribution Contribution may apply and such contribution will be determined in accordance with Section 7.2.1 modified to the extent that Customer Extension Costs and Customer Shared Costs will be the sum of the following:

- (a) the original capital cost of FortisAlberta's Facilities being removed, less any Customer Contribution and less accumulated depreciation;



Effective April 1, 2013

- (b) for contract terminations or service expansions only, the cost of removing FortisAlberta's Facilities, less the salvage value (this does not apply to contract buy-downs where the existing Facilities remain or are downsized to reflect the reduced Load requirements);
- (c) the cost of installing FortisAlberta's new Facilities; and
- (d) changes to Customer Shared Costs.

Where Facilities, other than Optional Facilities, are oversized relative to the Customer's Maximum Supply, FortisAlberta may, at its expense, replace Facilities to more closely match the greater of the Customer's Operating Demand or the Customer's Maximum Supply.

FortisAlberta may, at the request of the Customer, change the interval meter to a demand meter in accordance with Section 9.4.

7.3.2 Impact of Changes on a Customer's Electric Service Agreement

Notwithstanding any other provisions in the Terms and Conditions, a new Electric Service Agreement with revised Minimum Demand and Maximum Supply values may be required before the Customer may change their Expected Peak Demand.

Increases

If a Customer's Expected Peak Demand or kVA of Capacity increases, the Customer shall be required to enter into a new Electric Service Agreement as provided by FortisAlberta. The Contract Minimum Demand will be revised to two-thirds of the new Expected Peak Demand or to the new kVA of Capacity. A refund, without interest, of a prior Customer Distribution Contribution may apply. The refund amount available to the Customer is determined by multiplying the increase in kW of Expected Peak Demand, by the corresponding maximum Investment Level for the service life of the new demand, provided in Table 2 of Appendix "B" attached hereto. The refund will not exceed the amount of the prior Customer Distribution Contribution.

For Points of Service with Operating Demands greater than 2,000 kW, the potential investment available to the Customer is based on only the per kW component of the maximum Investment Level. Generally, there is no further available investment related to the Metres of Customer Extension component.



Effective April 1, 2013

Decreases

If a Customer's Expected Peak Demand or kVA of Capacity decreases, the Customer may enter into a new Electric Service Agreement as provided by FortisAlberta upon request, and the Contract Minimum Demand will be revised to two-thirds of the new Expected Peak Demand or to the new kVA of Capacity.

In order to decrease the Contract Minimum Demand or kVA of Capacity, the Customer may be required to pay an additional contribution, or "**Buy-Down Charge**". The Buy-Down Charge is determined by multiplying the decrease in kW of Expected Peak Demand by the corresponding maximum Investment Level for the remaining service life, provided in Table 2 of Appendix "B" attached hereto, less any amount by which the maximum FortisAlberta Investment available exceeded the original costs to provide service.

For Points of Service with Operating Demands greater than 2,000 kW, the Buy-Down Charge is based on only the per kW component of the maximum Investment Level (see Table 2, Appendix "B"). There is no Buy-Down Charge related to the Metres of Customer Extension.

A Customer is required to give notice to FortisAlberta to reduce the Contract Minimum Demand. For every 30 kW reduction in Minimum Demand, 1 month of notice is required. A Customer may give no more than 1 notice to reduce per year per Point of Service. Any notice provided in this instance shall take the form of signed acceptance by the Customer of FortisAlberta's Review of Minimum ("**ROM**") Proposal Letter, which FortisAlberta shall use commercially reasonable efforts to provide the Customer in a timely basis. The notice period shall commence upon receipt by FortisAlberta of the accepted ROM Proposal Letter from the Customer. If FortisAlberta determines in good faith that it has caused a delay of greater than 1 month in its issuance of the ROM Proposal Letter to the Customer, and has thereby delayed the commencement of the notice period, the notice period may be adjusted as deemed appropriate by FortisAlberta, acting reasonably and in good faith, and such adjustment will be reflected in the notice period contained in the ROM Proposal Letter.

If less notice than is required is provided, the Customer is charged a "Payment In Lieu Of Notice" amount ("**PILON**"), calculated as the difference between



Effective April 1, 2013

the Minimum Charge based on the original Contract Minimum Demand and the Minimum Charge on the reduced Contract Minimum Demand, multiplied by the number of months falling short of the required notice. With respect to the distribution component of FortisAlberta's Distribution Tariff charges, the number of months used to calculate the Customer's PILON shall be limited to 24. With respect to the transmission component of FortisAlberta's Distribution Tariff charges, the number of months used to calculate the Customer's PILON shall be limited to 60.

The Customer will not be required to pay the Buy-Down Charge if their Investment Term expires during the notice period required to reduce their Contract Minimum Demand, regardless of whether the Customer gives notice or opts to pay the PILON.

If the Customer pays the applicable PILON instead of providing the required notice, demand ratchet history is reduced correspondingly for billing purposes by the amount of the reduction in Operating Demand corresponding to the reduction in Contract Minimum Demand.

The Customer shall pay any applicable Buy-Down Charges or PILON charges at the time that a buy-down proposal is accepted by the Customer.

7.3.3 Changes to System Access Costs

If FortisAlberta must modify its arrangements with the Independent System Operator to accommodate a change in a Customer's service requirements, for Points of Service with Operating Demands greater than 2000 kW, the Customer pays for all costs attributable to Customer-requested Optional Facilities (which are Transmission Facilities) as reasonably determined by FortisAlberta, including, but not limited to, additional contributions required from FortisAlberta by the Independent System Operator. The attributable costs are determined as described in the Section 7.2.2 under the heading "Customer Transmission Contribution".

7.4 Changes

Any payment required by this Article 7 is based on FortisAlberta'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 FortisAlberta's reasonable control or at the request of the Customer, and the result of which is that FortisAlberta would



Effective April 1, 2013

incur costs in excess of those estimated on the basis of such assumptions, then the Customer shall pay to FortisAlberta the amount by which the cost of such changed method of construction and/or routing of Facilities is estimated by FortisAlberta to exceed such costs as originally estimated. FortisAlberta will outline the estimated costs and the Customer shall make payment to FortisAlberta as set out in the Customer's proposal as so revised, provided that in such case the Customer shall have the right to cancel its Electric Service Agreement by paying to FortisAlberta all costs then incurred by FortisAlberta in respect of the Service Connection requested.

7.5 Charges Related to Permanent Disconnection

When a Distribution Load Customer wishes to permanently disconnect their Point of Service, in addition to the requirements under Article 10, a Customer may be assessed a Distribution Customer Exit Charge.

The Distribution Customer Exit Charge is:

- (a) the Buy-Down Charge, calculated as prescribed under Section 7.3.2, using a new demand of zero, if the termination of service occurs before the end of the Investment Term;
- (b) plus, for Customers on Rate 63, the metres of Customer Extension multiplied by the corresponding maximum Investment Level for the remaining service life, provided in Table 2 of Appendix "B" attached hereto, if the termination of service occurs before the end of the Investment Term;
- (c) less, the value of any Facilities that may be salvaged, reduced by the cost of undertaking the salvage;
- (d) plus, a PILON, calculated as prescribed under Section 7.3.2, using a new Contract Minimum Demand of zero; and
- (e) plus, where applicable, any outstanding amounts attributable to the Customer with respect to, but not limited to, any deferral accounts and Commission approved riders, any charges required from FortisAlberta by the Independent System Operator, and charges arising from services supplied by the distribution company prior to the termination of service.

A Customer shall pay any applicable Buy-Down Charges or PILON charges at the time that a contract termination proposal is accepted by the Customer.



Effective April 1, 2013

ARTICLE 8 – SERVICE CONNECTION

8.1 Customer Responsibility

8.1.1 Facilities Provided by the Customer

The Customer shall provide, and is responsible for, all wiring and electrical equipment on the Customer's side of the Point of Service, including a suitable service entrance and meter socket or enclosure and all Civil Work in relation to the Service Connection. For underground installations, the Customer provides and is responsible for the underground conduit and underground service leads. All such materials used in the construction of facilities provided by the Customer must be approved by the Canadian Standards Association. The construction and placement of facilities shall comply with all applicable Canadian and Alberta standards and requirements, any applicable legislation, as well as any standards as may be required by FortisAlberta from time to time. Customer responsibility in connection with the installation of meters is set out in Section 9.1.2.

The Customer shall be responsible for any destruction of or damage to Facilities where the destruction or damage is caused by a negligent act or omission or wilful misconduct of the Customer, their directors, officers, agents, employees and representatives or anyone permitted by the Customer to be on the Land.

The Customer shall comply with all applicable requirements of FortisAlberta in relation to their Service Connection and interconnection with FortisAlberta's Electric Distribution System. For a new service, or for the rewiring of an existing service, the Customer will need to obtain an electrical permit from an accredited agency. The Customer's wiring must conform to the applicable Canadian and Alberta standards and requirements, any applicable legislation, as well as any standards as may be required by FortisAlberta from time to time. For safety reasons, FortisAlberta has the right, but not the obligation, to inspect the Customer's wiring. Inspection by FortisAlberta does not relieve the Customer from any responsibility with respect to the Customer's wiring or electrical equipment.

8.1.2 Protective Devices

The Customer shall be responsible for determining whether the Customer needs any devices to protect the Customer's facilities from damage that may result from the use of a Service Connection or Electric Distribution Service including, without limitation,



Effective April 1, 2013

single phasing protection on three-phase Service Connections. The Customer shall provide, install and maintain all such devices.

8.1.3 Service Calls

FortisAlberta will 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 (in accordance with Appendix "A").

8.1.4 Standards for Connection

The Customer's installation shall conform to the requirements of FortisAlberta's Service and Metering Guide and such further requirements as FortisAlberta may establish from time to time. Copies of such guidelines are available on request and from FortisAlberta's website at: <http://www.fortisalberta.com>.

8.1.5 Compliance with Governmental Directives

The Customer acknowledges and agrees that FortisAlberta may need to act in response to governmental or civil authority directives or regulatory orders, which may affect the Customer's service including emergency orders or directions made pursuant to the *Emergency Management Act* (Alberta), R.S.A. 2000, c. E-6.8, as amended or replaced from time to time. The Customer agrees to cooperate with FortisAlberta in order to comply with all such directives or orders.

8.1.6 Interference with FortisAlberta's Facilities

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



Effective April 1, 2013

8.1.7 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 FortisAlberta's Electric Distribution System (including without limitation, FortisAlberta's Facilities installed or interconnected to serve the Customer facilities) (the "**Contamination**"), the Customer shall immediately disclose this information to FortisAlberta 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 FortisAlberta from any damage, injury, loss, costs and claims ("**Costs**") suffered or incurred by FortisAlberta, 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 FortisAlberta's Electric Distribution System to prevent any future occurrence of any similar contamination and/or to mitigate excessive costs of ongoing maintenance or, where Electric Distribution System upgrade is not feasible, the costs of continued maintenance of the Electric Distribution System resulting from Contamination. "**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.

8.2 Facilities Provided by FortisAlberta

FortisAlberta installs, owns and maintains all Facilities required to supply electricity up to the Point of Service unless an agreement between FortisAlberta and a Customer specifically provides otherwise. Payment made by a Customer for costs incurred by FortisAlberta in installing Facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement between FortisAlberta and a Customer specifically provides otherwise.

FortisAlberta arranges with the Independent System Operator for any Transmission Facility required for Customer requirements. FortisAlberta is obligated only to provide Facilities that can deliver up to the Maximum Supply capacity.

FortisAlberta is able to provide single and three phase electric service at several standard voltages and will assist the Customer in selecting the type of electric service best suited to the Customer's needs.



Effective April 1, 2013

8.3 Unauthorized Use or Unsafe Conditions

Where FortisAlberta determines that there has been unauthorized use of the Service Connection or Electric Distribution Service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of Energy whereby FortisAlberta or any other party including a Retailer, is denied full compensation for services provided, FortisAlberta may: (i) discontinue the Electric Distribution Service; (ii) make such changes in its meters, appliances, or other Facilities, or take such other corrective action, as may be appropriate to ensure only the authorized use of the Facilities and to ensure the safety of the general public; and (iii) bill the Customer, their Retailer or any other Person acting as agent for the Customer for FortisAlberta's estimate of the damages from such unauthorized use, including compensation for services provided and repairs of damage and reconstruction of Facilities. Nothing in this Section shall limit any other rights or remedies that FortisAlberta may have in connection with such unauthorized use.

8.4 New Multi-Unit Residential Buildings

All units in new multi-unit residential buildings (including apartment and condominium buildings) will be metered and billed on an individual basis. All multi-unit residential buildings, including apartment and condominium buildings, must have individual dwelling units separately metered and billed under the applicable FortisAlberta residential rate for such units. Common areas of these buildings such as hallway, lobby and laundry lighting are to be metered and billed under the applicable general service rate for such common areas.

8.5 Frequency and Voltage Levels

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

8.6 Minimum Charges

The Minimum Charge calculated in accordance with the Rates, Options and Riders Schedules will be applicable.



Effective April 1, 2013

ARTICLE 9 - METERS

9.1 Installation of Meters

9.1.1 Provision and Ownership

FortisAlberta shall provide, install, and seal one or more meters that are approved by Measurement Canada for the purpose of measuring the Customer's Load by way of a Service Connection.

Time of use or interval meters and associated communication equipment shall be installed for a Customer who has a Contract Minimum Demand of 333 kW or greater (which coincides with an Operating Demand of 500 kW or greater) and as required by the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time.

Interval meters are available to three-phase Points of Service with a Contract Minimum Demand of less than 333 kW (which coincides with an Operating Demand of less than 500 kW) for a metering charge set out in the Rate, Option and Rider Schedules, plus the cost of installation. The interval metering equipment must be requested in writing by the Customer and meet FortisAlberta's requirements.

Each meter shall remain the sole property of FortisAlberta.

9.1.2 Responsibility of Customer

Each Customer shall provide and install a Canadian Standards Association approved meter receptacle or other Canadian Standards Association approved facilities suitable for the installation of FortisAlberta's meter or metering equipment. All such facilities must be Canadian Standards Association approved and adhere to all applicable Canadian and Alberta electrical standards or requirements and any applicable legislation. Customer responsibility in connection with the installation of other facilities is set out in Section 8.1.1.

9.2 Location

Meter locations shall be approved by FortisAlberta 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 and Alberta standards or requirements and any applicable legislation. On a commercially reasonable



Effective April 1, 2013

basis, FortisAlberta will take into consideration, but shall not be obligated to abide by, requests by Customers related to the location of meters.

9.3 Access to Meters

FortisAlberta may, at any reasonable time, read, inspect, remove and test a meter installed on Land owned or controlled by the Customer.

FortisAlberta may require a Customer to remove safety hazards any time FortisAlberta's access or entry is considered by FortisAlberta's employees, agents or other representatives as unsafe. FortisAlberta may charge a "No Access" fee as set forth in the Fee Schedule included herein as Appendix "A" any time FortisAlberta's access or entry is considered by FortisAlberta's employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused. In addition, FortisAlberta may move or relocate a meter, and charge the Customer for the costs of moving or relocating the meter, if access or entry is considered by FortisAlberta as unsafe or is otherwise prevented, hindered or refused. Prior to moving or relocating a meter, FortisAlberta will first notify the Customer and provide the Customer with a reasonable opportunity to remedy the restricted or unsafe access or entry.

9.4 Changes to Metering Equipment

Where FortisAlberta has installed an interval meter, FortisAlberta may, at the request of the Customer, change the interval meter to a demand meter provided that the Customer's Contract Minimum Demand is below 333 kW (which coincides with an Operating Demand of less than 500 kW) or the request is made in connection with a physical re-configuration of the Customer's Service Connection. The Customer shall bear the cost of changing the metering equipment.

9.5 Meter Reading

FortisAlberta shall endeavour to make an actual meter reading for each Point of Service for which it provides Electric Distribution Service for Customers of the Retailer in accordance with FortisAlberta's meter reading schedule. At the request of the Retailer of a Customer, FortisAlberta shall endeavour to make an actual meter reading, off-cycle, and FortisAlberta will charge the Retailer for the additional meter reading expense as set forth in the Fee Schedule included herein as Appendix "A".

At the request of the Retailer, or with the Retailer's consent, FortisAlberta may provide other metering services, above standard metering service, and may charge separate fees for such service.



Effective April 1, 2013

9.6 Record

An accurate record of meter readings will be kept by FortisAlberta and will be the basis for billing by FortisAlberta to the Retailer in accordance with the Distribution Tariff.

9.7 Metering Signals

Metering signals in the form of energy pulses, reactive energy pulses or analogue values of watts and vars can be provided to a Retailer or a Customer upon request, and FortisAlberta will charge whichever of the Retailer or the Customer made the request as outlined in the Fee Schedule included herein as Appendix "A". If the Customer directly requests such information, in no circumstances shall the Retailer be liable for such charges.

9.8 Customer Usage Information

Upon request, FortisAlberta shall provide standard Customer Usage Information to an agent or consultant, acting on behalf of a Customer. Prior to requesting FortisAlberta to release Customer Usage Information, the agent or consultant shall be responsible for obtaining and providing to FortisAlberta the written authorization from the Customer referred to above in a form satisfactory to FortisAlberta.

Upon request, FortisAlberta shall provide standard Customer Usage Information to the Retailer of Record for the period during which the Retailer of Record was the retailer for the particular Customer.

Customer Usage Information shall be provided for the 12-month period preceding the date of the request or for such shorter period for which FortisAlberta has collected that information.

FortisAlberta may charge for any additional information requested, including, any special reports and graphs as outlined in the Fee Schedule included herein as Appendix "A". The Retailer shall be responsible for having all necessary and appropriate contractual or other arrangements with their Customers consistent with applicable statutes and regulations and the Terms and Conditions.

9.9 Estimated Consumption and Demand

The Customer's Load will be estimated by FortisAlberta based on the best available sources of information and evidence in the following circumstances:

- (a) where the Customer's Point of Service is not metered;
-



Effective April 1, 2013

- (b) where a meter is inaccessible due to conditions on the Customer's Land;
- (c) where the meter is not scheduled to be read;
- (d) where it is determined that the Customer's Load was different from that recorded or billed due to incorrect billing procedures;
- (e) where a meter reading schedule or a meter change creates a transition period in FortisAlberta's billing cycle;
- (f) where the automated reading system fails to deliver a meter read to FortisAlberta; or
- (g) if the seal of a meter is broken or if the meter does not register correctly, regardless of the cause.

A small service which would otherwise be metered with a thermal demand meter may be billed on an estimated demand if, in FortisAlberta's opinion, the demand can be estimated with reasonable accuracy.

The energy demand of certain equipment which is used for short periods of time, such as arc welders, does not fully register on the thermal demand meters. Points of Service which include this type of equipment may be billed on an estimated demand.

FortisAlberta may disregard a new Peak Demand at a Point of Service for the purposes of billing the Distribution Tariff in the event such Peak Demand is the result of a Customer's behaviour in response to acts or omissions of FortisAlberta.

If requested by the Retailer, FortisAlberta will provide the Retailer with a description of the methodology used to calculate the Load estimate for the Customers of the Retailer.

9.10 Meter Testing

Measurement Canada regulates meter testing. At the request of a Retailer or Distribution Load Customer, FortisAlberta 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. FortisAlberta will charge a fee for meter testing pursuant to the Fee Schedule included herein as Appendix "A". If the meter is inaccurate, FortisAlberta will refund the fee and make appropriate adjustments to the applicable Customer or Retailer's bills. If the meter is found to be accurate, FortisAlberta will keep the fee to cover the cost of testing the meter.



Effective April 1, 2013

9.11 Adjustments for Faulty Metering or Energy Theft

FortisAlberta may make consumption and demand adjustments for faulty metering:

- (a) if the seal of a meter is broken or if the meter does not register correctly regardless of the cause;
- (b) when a Point of Service has been incorrectly metered, or when a meter is found to be inaccurate in accordance with the *Electricity and Gas Inspection Act* (Canada), R.S. 1985, c. E-4, as amended or replaced from time to time; in these cases FortisAlberta will make adjustments for a period not exceeding 3 months, unless it can be shown that the error was due to some specific reported cause, the date of which can be fixed, in which case the actual date shall be used; or
- (c) where a Point of Service is unmetered and any seal attached to motors or other equipment is broken or any unauthorized change in the Facilities has been made.

Notwithstanding Section 11.8, in any of the above noted cases FortisAlberta may make adjustments for the lesser of the period of the error or 1 year unless otherwise required to do so by any applicable governmental authority, legislation or regulation.

Where FortisAlberta determines that there has been unauthorized use of Electricity Services at a Point of Service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby FortisAlberta or a Retailer is denied full compensation for Electric Distribution Service provided, FortisAlberta may make changes in its meters, appliances or Facilities or take other appropriate corrective action, including where necessary the disconnection of the Point of Service and will bill the Retailer of Record for the Point of Service for FortisAlberta's estimate of such unauthorized use. Nothing in this Section shall limit any other rights or remedies that FortisAlberta or a Retailer may have in connection with such unauthorized use.

ARTICLE 10 – SERVICE DISCONNECTION AND RECONNECTION

10.1 Disconnection by Customer

In accordance with the Settlement System Code, any requests to disconnect a Point of Service from a Customer shall be made by the Customer's Retailer. If the Customer notifies FortisAlberta that the disconnect is short-term and required for reasons including but not limited to, equipment testing and inspection. FortisAlberta reserves the right to complete the request for disconnection and subsequent reconnection. If FortisAlberta determines the



Effective April 1, 2013

disconnection request falls under the provisions of idle service, FortisAlberta will administer the request as per this Article.

10.1.1 Temporary Disconnection For Safety and Maintenance

FortisAlberta will accept a request directly from a Customer or a Customer's Retailer for a Temporary Disconnection of less than 5 days (or such other time as may be agreed to by FortisAlberta) for safety or maintenance (equipment testing and inspection) purposes. Normal charges for Electric Distribution Service continue to apply during this period.

10.1.2 Idle Service Charges

FortisAlberta will accept a request from the Customer's Retailer to De-Energize provided that the Customer, or the Customer's Retailer, agrees to pay the Idle Service Charges as provided in the Rates, Options and Riders Schedules.

10.1.3 Right to Remove Meter

The Customer shall permit FortisAlberta to remove the meter on Land owned or controlled by the Customer for any temporary disconnection. FortisAlberta 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 Fee Schedule included herein as Appendix "A" under Off-Cycle Meter Reading, as a direct result of the Customer preventing or not allowing FortisAlberta to remove the meter.

10.1.4 Permanent Disconnection

If the Customer, or the Customer's Retailer on behalf of the Customer, requests a Permanent Disconnection of the Point of Service, the Customer billing for that service will be finalized. At the discretion of FortisAlberta, the Facilities provided by FortisAlberta may be removed, unless the Customer, or the Customer's Retailer, agrees to pay the Idle Service Charges as set forth in Section 10.1.2 in which case the request will be deemed thereafter to be a De-Energize request. FortisAlberta reserves the right to assess the Customer's Retailer's request for Permanent Disconnection and if the request is determined by FortisAlberta to be improper (such as if the Customer agrees to pay for Electric Distribution Service), to require the Retailer to correct the transaction. If a Point of Service remains disconnected for greater than 12 months, it may be considered by FortisAlberta to be a Permanent Disconnection.



Effective April 1, 2013

If within 3 years of Permanent Disconnection the Customer requests the Service Connection be restored, the Customer may be required to pay all the costs associated with the original disconnection, removal of the Facilities and restoration of service.

A Customer may be charged a Distribution Customer Exit Charge related to a Permanent Disconnection as set out in Section 7.5 hereof.

10.2 De-Energize at Request of Retailer

In accordance with the Act, the Retailer shall have the right to request that FortisAlberta De-Energize service to a particular Point of Service, including for non-payment, and FortisAlberta shall comply with that request, unless such action is inconsistent with applicable law or the Terms and Conditions, including FortisAlberta's approved policies contained in Appendix "B" to the Retailer Terms and Conditions.

Normal charges, including Idle Service Charges, may continue to be applied by FortisAlberta during the period of De-Energization. If a Point of Service remains De-Energized for greater than 12 months, the Retailer may make a request to FortisAlberta for the Point of Service to be considered a Permanent Disconnection and administered as per Section 10.1.4.

10.3 Disconnection by FortisAlberta

10.3.1 Disconnection Without Notice

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

- (a) in the opinion of FortisAlberta, the Customer has permitted the Customer's facilities to become hazardous, the Customer's facilities fail to comply with applicable statutes, standards and codes and/or FortisAlberta requirements, or if the use of the Point of Service may cause damage to any other Point of Service or Facilities;
 - (b) to the knowledge of FortisAlberta, or in its judgement, the Customer's facilities are unsafe or defective or will become unsafe or defective
-



Effective April 1, 2013

imminently, or have or are causing characteristics that might affect the quality of service for other Customers. In this event, the Service Connection may not be restored until the Customer facilities are approved by the appropriate authority or FortisAlberta. FortisAlberta shall provide written notice to the Customer within a reasonable time of the reason for the disconnection under this subsection and the actions required for reconnection;

- (c) on account of theft by the Customer of any FortisAlberta Facilities;
- (d) if any tampering with any service conductors, seals or any other Facilities of FortisAlberta or any meters, whether or not provided by FortisAlberta is discovered;
- (e) upon receiving a written request to provide access to the meter, the Customer refuses or neglects to arrange such access;
- (f) if the Customer changes their requirements for a Point of Service or Electric Distribution Service without the permission of FortisAlberta; or
- (g) as required by law.

If the disconnection is a result of a safety violation, FortisAlberta will reconnect the service in accordance with Section 10.4.

10.3.2 Disconnection With Notice

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

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under the Terms and Conditions (which amount is not the subject of a good faith dispute), with the exception that FortisAlberta will not disconnect a residential or farm service Customer:
 - i. at any time during the period from October 15 to April 15, or



Effective April 1, 2013

- ii. at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed disconnection;
- (b) subject to Section 10.3.2(a), if the Customer is in violation of any of the Terms and Conditions or any of the terms of an Electric Services Agreement with FortisAlberta; or
- (c) any other circumstances, similar to those described above, that FortisAlberta determines require the withholding or disconnecting of service upon 48 hours notice.

FortisAlberta also reserves the right to install a device to limit or reduce the amount of Energy provided to the Customer.

10.4 Reconnect Service

This Section applies when FortisAlberta is asked to reconnect or restore service to a Point of Service whose service was previously restricted by a current-limiting device or disconnected.

Before reconnecting or restoring service, the Customer, or the Customer's Retailer, shall pay any amount owing to FortisAlberta including written off accounts, and

- (a) if service is reconnected by the Customer within 12 months of disconnection, the Customer, or the Customer's Retailer, shall pay a service charge to cover FortisAlberta's minimum monthly and reconnection charges, as determined in the Fee Schedule included herein as Appendix "A"; or
- (b) if service is reconnected by the Customer after 12 months of disconnection, the Customer, or the Customer's Retailer, shall pay a reconnection charge as determined in the Fee Schedule included herein as Appendix "A".

If the disconnection is a result of a safety violation, or as a result of a Customer's action, inaction or facilities that are causing any problems, damage, interference or disturbance, FortisAlberta will reconnect the service when such issues are resolved and when the Customer has provided, or paid FortisAlberta's costs of providing, such services, devices or equipment as may be necessary to resolve such issues.



Effective April 1, 2013

10.5 Removal of Facilities upon Disconnection of Service

Upon Permanent Disconnection, FortisAlberta shall be entitled to remove any of its Facilities located upon the Land of the Customer and to enter upon the Customer's Land for that purpose.

ARTICLE 11 – BILLING

11.1 General

A bill may be issued to the Customer by a Retailer on behalf of FortisAlberta or directly by FortisAlberta. FortisAlberta may invoice the Customer directly for Customer Contributions, meter tests or other services covered in the Terms and Conditions. Each Point of Service is billed as a separate service.

FortisAlberta shall collect all franchise fees and sales, excise, or other taxes imposed by governmental authorities with respect to any services, including Electric Distribution Service and services for Transmission Load Customers and DG Customers.

The Customer shall pay all amounts required to be paid under the Terms and Conditions upon receipt of an invoice for such amounts. Invoices shall be deemed rendered and other notices duly given when delivered to the Customer at the address for service. Failure to receive such invoice from FortisAlberta 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, as defined in Section 11.6, becomes applicable.

Services transferred to any person, including an affiliate, by the Customer, including an affiliate, at the same Point of Service shall be subject to the previous Customer's Electric Service Agreement terms and billing history and the terms of Section 4.4.3.

In accordance with Section 16.2, it is the Customer's responsibility to make arrangements with a Retailer to obtain Electricity Services, including enrolment for Electric Distribution Service.

11.2 Determination of Applicable Rates

FortisAlberta bills the Retailer of Record based on the charges set out in its Rates, Options and Riders Schedules. Each Point of Service is billed as a separate service. The determination of these charges will be made in accordance with FortisAlberta's Terms and Conditions and its Rates, Options and Riders Schedules.



Effective April 1, 2013

The availability of rates, options and riders are specified in the Rates, Options and Riders Schedules. If the operational characteristics of the Point of Service change, a different rate may be applicable and certain provisions in Article 7 may apply. This could result in the Customer being required to pay an additional Customer Contribution or receiving a refund. A Customer-requested change of service under this Section will not be made more than once in any 12-month period.

11.3 Minimum Charges

The Minimum Charge calculated in accordance with the Rates, Options and Riders Schedules will be applicable.

11.4 Consumption Period

The basis of all charges to the Retailer for Electric Distribution Service provided to a Customer is the consumption period, defined as the time between two consecutive meter readings, or estimates, or a combination thereof, for the Customer's Point of Service, unless otherwise indicated in the Rates, Options and Riders Schedules. Charges will generally be billed on a monthly basis.

The charges for Electric Distribution Service, including any applicable charges under an Electric Service Agreement, shall commence on the earlier of the first billing date after the date upon which the Customer commences taking service, or 30 days after the date that service is made available to the Customer. FortisAlberta reserves the right to enrol the Customer with its default retailer in the event that the Point of Service is not enrolled after 30 days that the service is made available.

FortisAlberta may elect to change a Customer's meter reading schedule.

11.5 Billing Period

The billing period for a Point of Service means the timeframe between scheduled meter reading or usage estimate production dates as established by FortisAlberta, and generally ranges between 27 and 35 days. FortisAlberta will establish the billing period for a Point of Service in accordance with the Tariff Billing Code made pursuant to the Act, as amended or replaced from time to time.



Effective April 1, 2013

11.6 Late Payment Charges

A late payment charge of 1.5% per month (19.56% per annum) is applied if FortisAlberta has not received the Customer's payment before 1 month has elapsed from the date the bill was issued. FortisAlberta 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. FortisAlberta reserves the right to assess a service charge to the Customer, or the Customer's Retailer, in respect of any dishonoured payment returned by the Customer's bank for any reason as defined in Appendix "A".

11.7 Collections

Any invoice rendered for which valid payment has not been received by the due date shall be considered past due. On the first day following the payment due date, late payment charges as set out in the Section 11.6 will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. Failure to make payments on time will also be subject to normal credit action, which may include, but is not limited to: reminder letters; notification by telephone; use of collection agencies; withholding of additional service, disconnection of service and legal action.

11.8 Adjustments of Bills in the Event of a Billing Error

For those Customers for whom the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is applicable, where FortisAlberta overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, FortisAlberta shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time.

For those Customers for whom the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is not applicable, where FortisAlberta overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, FortisAlberta shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:



Effective April 1, 2013

- (a) If a Retailer is found to have been overcharged due to billing error, FortisAlberta will calculate the amount of the overcharge (for refund to the Retailer on the Retailer's next bill following the discovery of the billing error) up to a maximum of 12 months immediately preceding the month in which the billing error was discovered; or
- (b) If a Retailer is found to have been undercharged due to billing error, FortisAlberta will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of 12 months immediately preceding the month in which the billing error was discovered.

Whenever FortisAlberta adjusts any bills to the Retailer in the event of billing error, and issues an adjusted bill or a refund or credit to the Retailer in respect thereof, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

If the period of billing error cannot be determined with reasonable accuracy because of a metering error, the undercharge or overcharge will be calculated in accordance with Section 9.11.

ARTICLE 12 - SPECIFIC PROVISIONS RELATING TO DG CUSTOMERS

12.1 General

This Article sets out specific terms and conditions related to DG Customers and MG Customers that are in addition to any applicable terms and conditions set out in other Articles of the Terms and Conditions. In the event of a conflict between Article 12 of these Customer Terms and Conditions and the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time, the Micro-Generation Regulation shall prevail.

DG Customers have generating facilities that are interconnected to the Electric Distribution System and may or may not be exporting Energy to the AIES. DG Customers may also have on-site Load requirements or generator stand-by/supplemental Load requirements to which the applicable terms and conditions of the Terms and Conditions will apply.

All DG Customers are required to enter into an Interconnection Agreement with FortisAlberta (an "**Interconnection Agreement**") to establish detailed terms, conditions and provisions with respect to safe and effective operation of the specific interconnection.



Effective April 1, 2013

12.2 Interconnection

A DG Customer or any other person acting on the behalf of the DG Customer must apply in writing for interconnection to the Electric Distribution System. The application must include all relevant information concerning site location, facility requirements and requested export levels. Any requested changes to these requirements must be provided in writing to FortisAlberta.

The interconnection of a generator to the Electric Distribution System shall not create a safety hazard to Customers, the public or operating personnel, nor compromise the reliability, power quality or effective operation of the interconnected distribution or transmission system or any part thereof and shall comply with all applicable legislation, policies, standards, rules or codes of federal, provincial or local regulatory entities, Independent System Operator or wire owners, as they may change from time to time.

Prior to interconnecting generating facilities with the Electrical Distribution System, the DG Customer shall:

- (a) satisfy all participant and application requirements of the Independent System Operator (if the generator is producing electricity beyond the on-site requirements thereby exporting into the AIES and exchanging Energy through the Power Pool);
- (b) comply with all applicable requirements of Alberta Distributed Generation Interconnection Guide, as amended or replaced from time to time and found at www.energy.gov.ab.ca;
- (c) in the event that the DG customer is a MG customer, comply with all applicable requirements of Micro-Generation Regulation, made pursuant to the Act, as amended or replaced from time to time, and any additional requirements of the AUC;
- (d) obtain mutual acceptance of the Operating Procedures by DG Customer and FortisAlberta;
- (e) obtain and provide copies of required permits, licenses and authorizations to FortisAlberta, including the Commission's approval and order to connect and of acceptance from the local inspection and code enforcement authorities;
- f) satisfy all requirements of FortisAlberta in relation to the generating facility metering;
and



Effective April 1, 2013

- (g) execute an Interconnection Agreement, which may include Operating Procedures established by FortisAlberta.

12.3 Continuity, Interruption or Disconnection of Service

In addition to the provisions of Section 16.6, the Interconnection Facilities will include an acceptable visible disconnect switch as a means of isolating the DG Customer generating facilities from FortisAlberta Facilities. FortisAlberta may disconnect the DG Customer generating facilities from FortisAlberta Facilities without prior notice where in FortisAlberta's opinion:

- (a) the DG Customer has violated the terms of the Interconnection Agreement with FortisAlberta;
- (b) the DG Customer has permitted their facilities to deteriorate or become hazardous;
- (c) the DG Customer facilities fails to comply with applicable laws or standards and requirements of FortisAlberta, including those as set out in Alberta Distributed Generation Interconnection Guide, as amended from time to time and found at www.energy.gov.ab.ca;
- (d) the MG Customer facilities fail to comply with applicable laws or standards and requirements of FortisAlberta, including those as set out in Micro-Generation Regulation, made pursuant to the Act, as amended or replaced from time to time, and found on www.auc.ab.ca; or
- (e) the use of the service may cause damage to FortisAlberta's Facilities or interfere with or disturb service to any other Customer.

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

12.4 Approvals

The DG Customer must obtain written approval from FortisAlberta before any modification is made to the generating facilities.



Effective April 1, 2013

The DG Customer will be responsible for becoming, and maintaining their status as, a Power Pool participant and complying with any Independent System Operator requirements for any Energy delivered to the Power Pool.

The DG Customer will be responsible for securing all required technical, commercial, or operational arrangements with the Independent System Operator and the Power Pool.

The DG Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the Independent System Operator and FortisAlberta, and as specified in the Interconnection Agreement, including the Operating Procedures, between the DG Customer and FortisAlberta. FortisAlberta shall have the right, but not the obligation, to inspect the DG Customer's or MG Customer's facilities for compliance. This right of inspection shall not relieve the DG Customer of responsibility for the safe design, construction, maintenance and operation of its facilities, and all liability in connection therewith remains with the DG Customer. The DG Customer shall provide reasonable access upon prior notice to enable FortisAlberta to conduct such inspection.

The DG Customer shall obtain and provide to FortisAlberta copies of all required permits, licenses, certificates, inspections, reports and authorizations prior to commencement of service or any change or service requirements at any Point of Interconnection, which includes:

- (a) Commission approval and the Commission order to connect;
- (b) acceptance from the local inspection and code enforcement authorities; and
- (c) an agreement with FortisAlberta which will specify technical and operating requirements if it wishes to operate in parallel operation with, or as supplementary, auxiliary or stand-by service to any other source of Energy.

12.5 Metering

The DG Customer shall be responsible for all metering, polling and provision of metering data with respect to the DG Customer's generating facilities.

The DG Customer is responsible for the installation, maintenance and operation of metering facilities to measure active energy and reactive energy, both generated and consumed by the DG Customer, in compliance with the standards set by FortisAlberta and the applicable provincial and federal regulators.



Effective April 1, 2013

The DG Customer shall read the meter and provide the required metering data to FortisAlberta and the Independent System Operator in a format and frequency that is acceptable to these parties. FortisAlberta may use the metering data for internal settlement use.

Telemetry is required for all generating units where FortisAlberta or the Independent System Operator has determined that telemetry is required to meet their needs, typically for units larger than 5,000 kW.

12.6 DG Customer Charges/Credits

The following charges and credits apply to a DG Customer and may apply to a MG Customer:

12.6.1 Interconnection Charges

The DG Customer will be required to pay all incremental interconnection costs (“**Interconnection Charges**”) as determined by FortisAlberta, to allow the DG Customer to make use of the electric distribution system, including:

- (a) Interconnection Facilities Costs, as determined by FortisAlberta;
- (b) Prepaid operation & maintenance charges as set out in Section 12.6.2;
- (c) Transmission Costs for any transmission related costs associated with the interconnection, as determined and assessed by the Independent System Operator or a Transmission Facility Owner and flowed through to FortisAlberta; and
- (d) Application fees associated with performing engineering estimates, planning, operating or protection studies or any additional or routine studies, modeling and testing required by the Independent System Operator.

If a DG Customer also has on-site Load or generator stand-by / supplemental requirements, the Terms and Conditions governing such services will apply.

The DG Customer must pay the Interconnection Charges before any work on the interconnection proceeds. Payment made by a DG Customer for Interconnection Facilities Costs does not entitle the DG Customer to ownership of any such Facilities.



Effective April 1, 2013

The DG Customer may be required to pay further Interconnection Facilities Costs or Transmission Costs at a later date, for modifications or upgrades to the electric distribution system or transmission system that would not have otherwise been required if the generator were not interconnected to the electric distribution system, including the replacement or repair costs of assets at the end of their useful life.

In the event that the DG Customer cancels a generator interconnection project, the DG Customer will pay all Cancellation Costs incurred by FortisAlberta.

After a generating facility is interconnected, payment of Interconnection Facilities Costs is non-refundable. If an interconnection for a DG Customer is no longer required, the DG Customer is credited with the value of any Interconnection Facilities that may be salvaged, less the costs of undertaking the salvage.

12.6.2 Prepaid Operation and Maintenance Charge

Operation and Maintenance (“O&M”) amounts will be determined in accordance with Table 4 of Appendix “B” attached hereto and based on the generator’s original service life. The DG Customer will pay O&M on a prepaid basis. O&M charges will apply to charges related to future Facilities costs for modifications or upgrades, including replacement or repair. At the expiration of the original service life, a further prepaid O&M amount may be charged if the DG Customer wishes to remain interconnected to FortisAlberta’s Electric Distribution System.

12.6.3 System Access Service Credits/Charges

DG Customers, excluding MG Customers, that export to the AIES receive Option M credits or charges, in accordance with the Rates, Options and Riders Schedules, where incremental transmission System Access Service costs to FortisAlberta are avoided or incurred.

12.6.4 Distribution Loss Reduction Credits/Charges

Distribution line losses, loss reduction credits and incremental loss charges are not applicable.

12.7 Protective Devices and Liability

For the purposes of this Section, “**islanding**” refers to the operation of a generating unit wherein it provides the sole source of production on an Electric Distribution System.



Effective April 1, 2013

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

The DG Customer must ensure the generators do not island during interruptions of service to FortisAlberta's distribution system and operate in a manner acceptable to FortisAlberta.

The DG Customer shall be responsible for any damages as a result of, but not limited to:

- (a) islanded operation of the DG Customer's facility;
- (b) if direct or transfer tripping is not installed on FortisAlberta's Facilities or Transmission Facilities or, if installed, fails to operate correctly, the failure of the DG Customer's facility to detect and clear an electrical fault that occurs on FortisAlberta's Facilities or Transmission Facilities;
- (c) if live-line close blocking is not installed on FortisAlberta's Facilities or Transmission Facilities or, if installed, it fails to operate correctly, the failure of the DG Customer's facility to shut down after disconnection from FortisAlberta's Facilities or Transmission Facilities and before the automatic reclosing of the FortisAlberta or Transmission switching devices; and
- (d) asynchronous reclosing on the DG Customer's facility.

12.8 Service Calls

FortisAlberta may require a DG Customer to pay the actual costs of a requested service call if the source of the problem is the DG Customer's own facilities or if the generator company fails to respond to a request to disconnect from the distribution system.

12.9 Exchange of Information

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



Effective April 1, 2013

Information related to distribution system use or modeling of such use, may be restricted in order to respect Customer confidentiality.

FortisAlberta will be responsible for providing technical information to the DG Customer as required except that nothing herein requires FortisAlberta to release proprietary or confidential information of FortisAlberta or any other person. The DG Customer will treat this information as confidential and will not release such information to any other parties without the written consent of FortisAlberta. Information related to distribution system use or modeling of such use may be restricted in order to respect confidentiality of Responsible Parties.

ARTICLE 13 – SPECIFIC PROVISIONS RELATING TO TRANSMISSION CONNECTED SERVICES

13.1 General

This Section sets out specific terms and conditions related to Transmission Load Customers that are in addition to any terms and conditions that are applicable as described in other sections of the Terms and Conditions.

Transmission Load Customers taking service from FortisAlberta will be subject to the provisions of the Independent System Operator approved tariff as it applies to FortisAlberta at the Point of Delivery (“**POD**”) to which the Transmission Load Customer’s service is connected. This includes an application of all tariff amounts such as, but not limited to, contributions, riders, application fees, miscellaneous charges, study costs or Independent System Operator deferral account dispositions that are paid to or refunded by the Independent System Operator, in accordance with the Independent System Operator’s approved tariff.

13.2 System Access Service

FortisAlberta arranges for provision of System Access Service from the Independent System Operator for all Customers. The arrangements for System Access Service and the associated Transmission Facility for Transmission Load Customers will be aligned with the Transmission Load Customer’s service requirements recognizing that the rates, terms and conditions of the Independent System Operator tariff will be applied directly to the Transmission Load Customer.

FortisAlberta is not obligated to commit to the Transmission Facility Owner or the Independent System Operator for commencement of the construction of new facilities



Effective April 1, 2013

required for System Access Service for a Transmission Load Customer until adequate credit arrangements, guarantees and Commitment Agreements, acceptable to FortisAlberta, are made with the Transmission Load Customer and the Transmission Facility Owner or the Independent System Operator, as appropriate.

The Transmission Load Customer is required to sign an Electric Service Agreement with FortisAlberta and an interconnection agreement with the Transmission Facility Owner prior to the System Access Service Agreement being executed.

13.3 Metering

The meter of the Transmission Connected Service is the meter at the respective Point of Delivery. Consequently, metering equipment shall be installed in accordance with any Independent System Operator metering requirements. Any contribution associated with installation, changes or upgrades to metering to satisfy these requirements will be the responsibility of the Transmission Load Customer.

13.4 Billing

A Transmission Load Customer will be billed as Rate 65 in accordance with the Rates, Options and Riders Schedules. In the event that there is a dispute regarding any billing, the Transmission Load Customer shall pay the disputed amount to the Retailer and work to resolve the dispute.

13.5 Transmission Load Customer Contributions

If a customer contribution is required by the Transmission Facility Owner or Independent System Operator for a Transmission Facility to provide System Access Service to a Transmission Load Customer, a charge for such contribution will apply directly to the Transmission Load Customer. Payment must be made in accordance with the Independent System Operator tariff to the Transmission Facility Owner or the Independent System Operator, as appropriate.

13.6 Changes to System Access Service

For any POD which is the Point of Service for a Transmission Load Customer, FortisAlberta will make a request to the Independent System Operator for an increase or reduction in transmission contract levels or a change to the terms of System Access Service only upon written request from the Transmission Load Customer.



Effective April 1, 2013

Changes to a Transmission Load Customer's contract levels or terms of System Access Service will be effective only upon agreement between FortisAlberta and the Independent System Operator.

The Transmission Load Customer will pay any costs and receive any refunds from the Independent System Operator that occur as a result of any such changes.

13.7 Transmission Related Exit Costs

If a service for a Transmission Load Customer is terminated or disconnected, in addition to any other applicable requirements under the Terms and Conditions, the Transmission Load Customer shall pay all transmission related exit costs, which include:

- (a) any costs charged by the Independent System Operator to FortisAlberta, as a direct consequence of the Transmission Load Customer's termination or disconnection of service;
- (b) the present value of any ongoing System Access Service costs for the particular POD that are attributable to the Transmission Load Customer and that will not be recovered by FortisAlberta from the Transmission Load Customer as a direct consequence of the Transmission Load Customer's termination or disconnection of service;
- (c) any other un-recovered transmission related amounts as stipulated in the contract between FortisAlberta and the Transmission Load Customer; and
- (d) any outstanding amounts attributable to the Transmission Load Customer with respect to, but not limited to, any deferral accounts, rate riders or Commission decisions.

13.8 Section 101(2) Release

In accordance with Section 101(2) of the Act, a Transmission Load Customer may, with the prior approval of FortisAlberta, enter into an agreement to contract for System Access Service directly with the Independent System Operator. Should FortisAlberta agree to such release, FortisAlberta reserves the right to bill the released Customer directly for all Commission approved riders and charges arising from services supplied by FortisAlberta prior to the release.



Effective April 1, 2013

ARTICLE 14 – LIABILITY AND INDEMNITY

14.1 FortisAlberta Liability

Notwithstanding any other provision of the Terms and Conditions or any provision of an agreement between FortisAlberta and a Responsible Party or between FortisAlberta and any other person, relating, directly or indirectly, to the provision of service under the Distribution Tariff (a “**FortisAlberta Agreement**”), FortisAlberta, its directors, officers, agents, employees and representatives (“**FortisAlberta Parties**”), shall not be liable to a Responsible Party, their directors, officers, agents, employees and representatives, or any other person in law, equity, tort or contract (the “**Applicable Parties**”) for any loss, injury, damage, expense, charge, cost or liability of any nature whatsoever suffered or incurred by Applicable Parties, or any of them, whether of a direct, indirect, special or consequential nature or whether incurred or suffered directly or as a result of a third party contract, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of FortisAlberta Parties, or any of them, except for direct property damages incurred by an Applicable Party as a direct result of a breach of the Terms and Conditions or applicable FortisAlberta Agreement or other act or omission by a FortisAlberta Party, which breach or other act or omission is caused by the negligence or wilful act or omission of such FortisAlberta Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the FortisAlberta Party acting negligent or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, “direct property damage” shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and Energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.

14.2 Release

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

14.3 FortisAlberta Not Liable to Customer

For greater certainty and without limitation to the foregoing in Sections 14.1 and 14.2, FortisAlberta Parties (as defined above) shall not be liable to a Customer party for any



Effective April 1, 2013

damages of any kind (except to the extent FortisAlberta is liable for such damages in accordance with Section 14.1):

- (a) caused by or arising from any FortisAlberta Party's conduct in compliance with or in breach of, or as permitted by, the Terms and Conditions, a Commitment Agreement, an Electric Service Agreement, an Interconnection Agreement or an Underground Electrical Distribution System Services Agreement between FortisAlberta and a Customer, a Retail Service Agreement between FortisAlberta and a Retailer or any legal or regulatory requirements related to service provided to a Responsible Party;
- (b) caused to the Customer and arising from any failure of a Retailer to comply with the Terms and Conditions, a Retail Service Agreement, any agreement with FortisAlberta relating to Electric Distribution Service 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 their obligation under Part 8 of the Act, to provide 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 Electricity Services including Electric Distribution Service.

14.4 Responsible Party Liability

In addition to any other liability provisions set out in the Terms and Conditions or any provision in a FortisAlberta Agreement, an Applicable Party (as defined above) shall be liable to the FortisAlberta Parties and indemnify and save harmless the FortisAlberta Parties for any damages, costs, charges, expenses, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties, injuries, losses, or any liabilities in law, equity, tort or contract suffered or incurred by FortisAlberta Parties (as defined above), whether of a direct or indirect nature or whether incurred or suffered directly or as a result of a third party contract, caused by or arising from any acts or omissions of an Applicable Party that result in a breach ("**Breach**") of the Terms and Conditions or the applicable FortisAlberta Agreement, or any negligent or wilful acts or omissions of an Applicable Party outside of a Breach. Any liability under this Section will be limited to an amount in proportion to the degree to which



Effective April 1, 2013

the Applicable Party is at fault. Any liability and indemnity provisions hereunder are in addition to, but do not limit, the liability protection provisions of the Act and Regulations.

The Responsible Party shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to FortisAlberta, its agents or employees, FortisAlberta property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of Energy over the wires, cables, devices or other Facilities owned or controlled by the Responsible Party; (ii) the Responsible Party's improper or negligent use of Energy or electric wires, cables, devices or other Facilities; or (iii) the negligent acts or omissions or wilful acts or omissions of the Responsible Party or any person permitted on such Responsible Party's Land.

14.5 Force Majeure

14.5.1 Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects FortisAlberta's ability to provide a Service Connection or other interconnection to its Electric Distribution System or Electric Distribution Service, FortisAlberta's obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its Electric Distribution System or the provision of Electric Distribution Service, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended without liability to the Responsible Party until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Electric Distribution Service. The Minimum Charge, if applicable, will continue to be payable during the period in which FortisAlberta claims relief by reason of Force Majeure.

14.5.2 Notice

FortisAlberta shall promptly give the relevant party notice of the Force Majeure including full particulars thereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of FortisAlberta's obligations.

14.5.3 Obligation to Remedy

FortisAlberta shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.



Effective April 1, 2013

14.5.4 Strikes and Lockouts

Notwithstanding any other provision of the Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance affecting FortisAlberta shall be wholly in the discretion of FortisAlberta and FortisAlberta may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling of such strike, lockout or industrial disturbance shall constitute a cause or event within the control FortisAlberta or deprive FortisAlberta of the benefits of this Section 14.5.

ARTICLE 15 – ARBITRATION

15.1 Resolution by FortisAlberta and Responsible Party

If any dispute between FortisAlberta and a Responsible Party shall arise at any time in connection with the Terms and Conditions which is not otherwise resolved, both FortisAlberta and the Responsible Party, acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner.

15.2 Resolution by Arbitration

If any dispute has not been resolved within 30 days after written notice from FortisAlberta or the Responsible Party to the other of their desire to have the dispute resolved, then upon written notice by either party the dispute may be resolved through other proceedings, including arbitration on the terms set out herein or on such terms as otherwise agreed to by the parties.

Notwithstanding anything herein, any disputed matters between FortisAlberta and a Responsible Party 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.

15.3 Arbitrators

Where FortisAlberta and a Responsible Party have agreed to arbitrate a dispute or difference in connection with the Terms and Conditions, the dispute or difference shall be referred to a single arbitrator, agreed upon by both parties. In the event that the parties cannot agree to a single arbitrator within 10 days of agreeing to proceed by way of arbitration, the dispute or difference shall be referred to a Board of Arbitrators consisting of one arbitrator to be appointed by each of FortisAlberta and the Responsible Party, and which arbitrators shall, by



Effective April 1, 2013

instrument in writing, jointly appoint a third arbitrator within 20 days of written notice for arbitration, after they are themselves appointed, unless FortisAlberta and the Responsible Party concur in the appointment of a single arbitrator. The arbitrator or arbitrators shall render a decision within 90 days of the latest appointment.

If an arbitration decision is not made within the time herein provided, then until it is so made and unless the other party has taken any of the actions referred to in this paragraph, a party, upon 30 days notice to the other party and to the arbitrators, may: (i) cancel the appointment of the arbitrator previously made and initiate new arbitration proceedings by a new notice to the other party pursuant to this Section; or (ii) cancel such arbitration proceedings and proceed in the courts as though Article 15 did not exist.

15.4 Refusal to Appoint an Arbitrator

If either FortisAlberta or the Responsible Party shall neglect or refuse to appoint an arbitrator within 10 days after the other party (provided such other party has appointed their arbitrator) has served FortisAlberta or the Responsible Party, as the case may be, with written notice to make the appointment, the party who has appointed their 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.

15.5 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by FortisAlberta and the Responsible Party have not, within 20 days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either FortisAlberta or the Responsible Party 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.

15.6 Technical Competence

Any arbitrator appointed under the provisions of this Article whether by concurrence of FortisAlberta and the Responsible Party, 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 the arbitrator to properly adjudicate upon the dispute or difference.



Effective April 1, 2013

15.7 Compensation of Arbitrators

Each party shall be responsible for the costs of the arbitrator appointed by it hereunder. The costs of a single arbitrator or the third arbitrator, as the case may be, shall be determined by the arbitrator(s).

15.8 Application of the Arbitration Act

The arbitration shall be conducted in accordance with the *Arbitration Act* (Alberta), R.S.A. 2000, c. A-43 (the "**Arbitration Act**"), as amended or replaced from time to time. In the event of a conflict between the Terms and Conditions and the Arbitration Act, the Terms and Conditions shall prevail.

15.9 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, and not subject to appeal.

15.10 Continuity of Electric Distribution Service

All performance required under the Terms and Conditions by FortisAlberta and the Responsible Party and payment shall continue during the dispute resolution proceedings contemplated by this Article.

ARTICLE 16 – ADDITIONAL PROVISIONS RELATING TO ELECTRIC DISTRIBUTION SERVICE

16.1 Ownership of Facilities

FortisAlberta is and remains the owner of all Facilities necessary to provide Electric Distribution Service to Customers and all of the Electric Distribution System in respect of which FortisAlberta provides any portion of the financial investment, unless an agreement between FortisAlberta and the Responsible Party specifically provides otherwise.

Payment made by Customers for costs incurred by FortisAlberta in installing Facilities does not entitle Customers to ownership of any such Facilities, unless an agreement between FortisAlberta and the Customer specifically provides otherwise.



Effective April 1, 2013

16.2 Electric Distribution Service Obtained from Retailer

FortisAlberta 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.

16.3 Proper Use of Services

A Customer assumes full responsibility for the proper use of the Service Connection and Electric Distribution Service provided by FortisAlberta and for the condition, suitability and safety of any and all wires, cables, devices or appurtenances energized on the Customer's Land or on premises owned or controlled by the Customer where the Customer is not the Registered Owner of the Land.

16.4 Independent System Operator or Transmission Facility Owner Requirements

Each Customer acknowledges and agrees that FortisAlberta 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 Responsible Party acknowledges and agrees that they will cooperate with FortisAlberta so that FortisAlberta 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.

16.5 Compliance with Applicable Legal Authorities

FortisAlberta and the Responsible Parties 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 Independent System Operator or of governmental authorities having applicable jurisdiction. FortisAlberta will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide a Service Connection or Electric Distribution Service to the Responsible Parties. FortisAlberta'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.



Effective April 1, 2013

16.6 Service Interruption

FortisAlberta operates its electric system so as to maintain a voltage within the limits set out in Canadian Standards Association Standard C235. While FortisAlberta takes reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service.

Without liability of any kind to FortisAlberta, it shall have the right to disconnect or otherwise curtail, interrupt or reduce Electric Distribution Service to Responsible Parties whenever FortisAlberta reasonably determines, or when FortisAlberta is directed by the Independent System Operator, that such a disconnection, curtailment, interruption or reduction is: (i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of FortisAlberta's Facilities; (ii) to maintain the safety and reliability of FortisAlberta's Electric Distribution System; or (iii) due to any other reason, including dangerous or hazardous circumstances, emergencies, forced outages, potential overloading of FortisAlberta's Electric Distribution System, system security reasons or as a result of Force Majeure.

16.7 No Assignment of Agreements and Invalidity of Contractual Provisions

A Responsible Party shall not assign any of their rights or obligations under the Terms and Conditions, a Commitment Agreement, an Electric Service Agreement, an Interconnection Agreement, a Retail Service Agreement, an Underground Electrical Distribution System Services Agreement or any other agreement with FortisAlberta relating to Electric Distribution Service without obtaining any and all necessary regulatory approvals and FortisAlberta's approval where required in such agreement. No assignment shall relieve the Responsible Party of any of their obligations under the Terms and Conditions or any other agreement with FortisAlberta relating to a Point of Service or Electric Distribution Service until such obligations have been acknowledged by FortisAlberta to have been assumed by the assignee and FortisAlberta has agreed to the assumption. Any assignment in violation of this Section shall be void.

If any provision of the Terms and Conditions, a Commitment Agreement, an Electric Service Agreement, an Interconnection Agreement, a Retail Service Agreement, an Underground Electrical Distribution System Services Agreement or any other agreement with FortisAlberta 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.



Effective April 1, 2013

16.8 No Waiver

The failure of FortisAlberta or a Responsible Party to insist in any one or more instances upon strict performance of any provisions of the Terms and Conditions, an Electric Service Agreement, a Retail Service Agreement or any other agreement between the Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder or thereunder, which shall remain in full force and effect. No term or condition of the Terms and Conditions or any other agreement between the Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service 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.

16.9 Law

The Terms and Conditions and any other agreement between a Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service 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 action or proceeding arising in connection with the Terms and Conditions and any other agreement between a Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service shall be brought in the courts of the Province of Alberta.

16.10 New Facilities and Electric Distribution Service Additions

FortisAlberta 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 as provided for in the Billing Regulation made pursuant to the Act, as amended or replaced from time to time. FortisAlberta reserves the right to charge the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions.

16.11 Requirement to Enter into New Contracts

In accordance with the provisions of the Act and the Regulations made thereunder, after December 31, 2000, FortisAlberta came to act solely as a wire services provider providing Service Connections and Electric Distribution Service and was no longer responsible for providing electricity directly to Customers. As a result of these changes, many of the provisions contained in existing agreements FortisAlberta has with Responsible Parties



Effective April 1, 2013

relating to the provision of a Service Connection or Electric Distribution Service are no longer relevant. As such, FortisAlberta reserves the right to cause applicable Parties to enter into new agreements that reflect the changes necessary to conform to the new role assigned to FortisAlberta.

16.12 Notice

Unless otherwise stated herein, all notices, demands or requests required or permitted under the Terms and Conditions or any agreement with a Responsible Party with FortisAlberta for a Service Connection or Electric Distribution Service shall be in writing and shall be personally delivered or sent by courier-service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Customer, to the site connection address or the address set out in the Electric Service Agreement between the Customer and FortisAlberta.

If to a DG Customer, to the address set out in their agreement with FortisAlberta.

If to FortisAlberta, to:

FortisAlberta Inc.
320 - 17th Ave. S.W.
Calgary, Alberta
T2S 2V1

Fax: (403) 514-4001

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



Effective April 1, 2013

APPENDIX “A” – FEE SCHEDULE

The fees and charges indicated by this schedule are non-refundable and are charged to the Retailer, unless otherwise specified or as otherwise determined by FortisAlberta.

<p>1. Reconnection</p>	<p>This fee is applicable to a reconnection request that is to be completed during the normal business hours of FortisAlberta (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays), including a reconnection after a disconnection as a result of:</p> <ul style="list-style-type: none"> • non-compliance with applicable laws, codes, rules or FortisAlberta requirements; • non-payment; • Customer initiated alterations to the electrical system; or • a Customer-requested disconnection. 	<p>\$117.00 reconnection fee, plus an additional \$81.00 fee if the following criteria are met:</p> <p>(1) the Customer is reconnected less than 12 months after the Customer requested a disconnection; and</p> <p>(2) the Customer did not pay appropriate Idle Service Charges during the period of disconnection.</p>
<p>2. Rush Connection</p>	<p>This fee is applicable to an immediate or urgent reconnection request. This reconnection request is only available in emergency situations (such as where weather, personal welfare or safety may be an issue) and where an error on the part of a Retailer or FortisAlberta resulted in the disconnection. A Rush Connection is not available for the purposes of obtaining priority service.</p>	<p>\$117.00</p>



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Effective April 1, 2013

<p>3.</p>	<p>After Hours Reconnection This fee is applicable to a reconnection request that is to be completed outside of the normal business hours of FortisAlberta (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays). An after-hours reconnection is only available if FortisAlberta can arrange to have the appropriate staff available outside of normal business hours, and in any event, only if the reconnection can be completed by FortisAlberta between 4:00 PM and 10:00 PM.</p>	<p>\$254.00</p>
<p>4.</p>	<p>Service Trips (a) This fee is applicable to a Customer when a trip to a Customer’s Point of Service is required as a result of any of the following:</p> <ul style="list-style-type: none"> • non-compliance with applicable laws, codes, rules, the Terms and Conditions or other requirements of FortisAlberta; • unsafe conditions; • deficiencies related to Customer facilities; or • the request for service is cancelled or deferred after FortisAlberta field staff have been mobilized. <p>(b) A Customer will be required to pay the actual costs of a Customer requested service call if it is determined by FortisAlberta that the source of the Customer’s problem is the Customer facilities and not FortisAlberta’s Facilities.</p>	<p>\$117.00</p>
<p>5.</p>	<p>No Access This fee is applicable when access to a site is considered by FortisAlberta’s employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused.</p>	<p>\$117.00</p>



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Effective April 1, 2013

<p>6.</p>	<p>Off-Cycle Meter Reading This fee is applicable when an off-cycle meter read is requested.</p>	<p>\$36.00</p>
<p>7.</p>	<p>Interval Meter Installation For Interval Meter installation at Points of Service with a Contract Minimum Demand of less than 333 kW (which coincides with an Operating Demand of less than 500 kW) (does not apply to DG Customers who own and poll the meters). This will be charged directly to the Customer.</p>	<p>Incremental cost on a per site basis (including time and materials but excluding additional cost of meter itself)</p>
<p>8.</p>	<p>Meter Testing This fee is applicable when a request to test a meter is received. The fee is will be refunded by FortisAlberta if the meter is determined by FortisAlberta to be faulty through no fault of the Customer. This fee may be charged directly to the Customer.</p>	<p>\$112.00 for Residential and Farm Customers and \$132.00 for all other Customers</p>
<p>9.</p>	<p>Meter Signal This fee is applicable to cover the time and material associated with meter signal requests. Costs can vary a great deal by service and must be determined on a site-by-site basis. This will be charged directly to the Customer.</p>	<p>Material cost to be determined on an individual site basis. Time cost is \$25.00/hr for a regular meter and \$51.00/hr for an interval meter, subject to a 1 hour minimum charge</p>



**FortisAlberta Inc.
Customer Terms and Conditions
of Electric Distribution Service**

Effective April 1, 2013

<p>10. Meter Tampering</p>	<p>FortisAlberta shall be entitled to recover its direct and indirect costs and damages suffered as a result of any unauthorized use of Electricity Services, including, but not limited to, a broken seal, unauthorized connection or reconnection, energy theft, fraud or any other unauthorized use that requires FortisAlberta to take corrective action. This is exclusive of any costs or damages that may be imposed or suffered as a result of consumption and demand adjustments.</p>	<p>Costs incurred and damages suffered (in each case, both direct and indirect) by FortisAlberta</p>
<p>11. Customer Usage Information Request</p>	<p>This fee is applicable when a request is made for specific Customer Usage Information for a period more than 425 calendar days from the request date. This will be charged directly to the requesting party.</p>	<p>\$25.00/hr for a regular meter and \$51.00/hr for an interval meter With a 1 hour minimum charge</p>
<p>12. Settlement History or Confirmation of Settlement Data</p>	<p>This fee is applicable when a request is made for historical Load Settlement data and an investigation is required to be performed by FortisAlberta in respect of suspect data or suspected undelivered data. In the event that the data is, in the opinion of FortisAlberta, substantively incorrect or undelivered, the fee will be waived. This will be charged directly to the requesting party.</p>	<p>\$51.00/hr With a 1 hour minimum charge</p>
<p>13. Site ID Search</p>	<p>This fee is applicable when a request is made for a site ID that is in the wire service provider site ID catalogue.</p>	<p>\$15.00</p>



Effective April 1, 2013

<p>14. Dishonoured Payments</p> <p>This fee is applicable for all dishonoured cheques or other payment dishonoured, rejected or reversed by any financial institution for any reason. This will be charged directly to the defaulting party.</p>	<p>\$20.00</p>
<p>15. Excess Wattage</p> <p>Festive lighting service is available to municipalities who require decorative lighting for the Christmas season or other festive occasions during the months of December through February. A municipality may install festive lighting with a total wattage of up to 15% of their total street lighting wattage for a six week period at no charge. Any wattage in excess of 15% is charged the Excess Wattage charge. This will be charged directly to the municipality.</p>	<p>\$1.00 per kW per day</p>



Effective April 1, 2013

APPENDIX “B” – CUSTOMER CONTRIBUTIONS SCHEDULES

Table 1
Maximum Investment Levels for Distribution Facilities
When the Investment Term is 15 years or more

Type of Service	Maximum Investment Level
Rate 11 Residential	\$1,687 per service
Rate 11 Residential Development	\$1,687 per service, less FortisAlberta’s costs of metering and final connection
Rate 21 FortisAlberta Farm and Rate 23 Grain Drying	\$5,592 base investment, plus \$800 per kVA of Peak Demand
Rate 26 Irrigation	\$5,592 base investment, plus \$890 per kW of Peak Demand
Rate 38 Yard Lighting	\$795 per fixture
Rate 31 Street Lighting (Investment Option)	\$1,969 per fixture
Rate 41 Small General Service	\$5,592 base investment, plus \$890 per kW of Peak Demand
Rate 45 Oil and Gas Service	\$5,592 base investment , plus \$890 per kW of Peak Demand FortisAlberta invests as required per unmetered to metered service conversion program.
Rate 61 General Service (less than or equal to 2 MW)	\$5,592 base investment , plus \$890 per kW for the first 150 kW, plus \$112 for additional kW, of Peak Demand
Rate 63 Large General Service (over 2 MW) (Distribution Connected)	\$101 per kW of Peak Demand, plus \$111 per metre of Customer Extension

Notes: Maximum investment levels are reduced if the expected Investment Term is less than 15 years, as specified in Table 2.



Effective April 1, 2013

APPENDIX “B” – CUSTOMER CONTRIBUTIONS SCHEDULES

Table 2
Maximum Investment Levels for Distribution Facilities
When the Investment Term is less than 15 years

	All Customers, except Rates 11,31,38 and 63	FortisAlberta Farm Rate 21	FortisAlberta Irrigation Rate 26	Small General Service Rate 41, Oil & Gas Rate 45, & General Service Rate 61	General Service Rate 61	Large General Service Rate 63	
Investment Term (Years)	Base Investment	Base Investment, plus for each kVA of Peak Demand	Base Investment, plus for each kW of Peak Demand	Base Investment, plus for the first 150 kW of Peak Demand	Base Investment, plus for each Additional kW of Peak Demand	For each kW of Peak Demand	For each Metre of Customer Extension
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$1,108	\$158	\$176	\$176	\$22	\$20	\$22
3	\$1,608	\$230	\$256	\$256	\$32	\$29	\$32
4	\$2,076	\$297	\$330	\$330	\$42	\$37	\$41
5	\$2,513	\$360	\$400	\$400	\$50	\$45	\$50
6	\$2,922	\$418	\$465	\$465	\$59	\$53	\$58
7	\$3,304	\$473	\$526	\$526	\$66	\$60	\$66
8	\$3,662	\$524	\$583	\$583	\$73	\$66	\$73
9	\$3,996	\$572	\$636	\$636	\$80	\$72	\$79
10	\$4,309	\$616	\$686	\$686	\$86	\$78	\$86
11	\$4,601	\$658	\$732	\$732	\$92	\$83	\$91
12	\$4,874	\$697	\$776	\$776	\$98	\$88	\$97
13	\$5,130	\$734	\$816	\$816	\$103	\$93	\$102
14	\$5,369	\$768	\$854	\$854	\$108	\$97	\$107
15	\$5,592	\$800	\$890	\$890	\$112	\$101	\$111

Points of Service with a life of less than 2 years are considered Temporary Service and the maximum investment is zero.



Effective April 1, 2013

APPENDIX “B” – CUSTOMER CONTRIBUTIONS SCHEDULES

Table 3
Base Costs and Factors for Prepaid Line Share Calculation

$$\text{Prepaid Line Share} = (\$ \text{ Base Cost} - \$ \text{ Customer Extension Costs}) \times \text{Factor}$$

Rate Category	Base Cost Single Phase	Base Cost Three Phase	Factor
Rural Residential	\$3,600	N/A	40%
Rural General Service and Oil & Gas (under 100 kW)	\$6,200	\$11,500	20%
FortisAlberta Farm and REA Farm Service (under 100 kVA)	\$6,200	\$11,500	20%
Rural Irrigation Services, all sizes	\$9,500	\$19,500	20%



Effective April 1, 2013

APPENDIX “B” – CUSTOMER CONTRIBUTIONS SCHEDULES

Table 4
Operation and Maintenance Charges

Optional Facilities for Distribution Load Customers	
Prepaid O&M Charge	20% of Optional Facilities Cost

Interconnection Facilities for Distribution Connected Generation Customers	
Prepaid O&M Charge	% of Interconnection Facilities Cost 20%



Effective April 1, 2013

**FORTISALBERTA INC.
RETAILER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE I

TABLE OF CONTENTS **Page No.**

ARTICLE 1 – INTRODUCTION TO RETAILER TERMS AND CONDITIONS.....	1
ARTICLE 2 – DEFINITIONS AND INTERPRETATION.....	2
2.1 Definitions.....	2
2.2 Conflicts.....	8
2.3 Headings.....	9
2.4 Extended Meanings.....	9
2.5 Appendices.....	9
ARTICLE 3 – GENERAL PROVISIONS.....	9
3.1 Commission Approval.....	9
3.2 Distribution Tariff.....	9
3.3 Amendments to the Terms and Conditions.....	10
3.4 Applicability of Terms and Conditions.....	10
3.5 Retailer Guidebook.....	10
3.6 Timeliness, Due Diligence and Security Requirements of Retailer.....	11
3.7 Retailer Arrangements with Customers.....	11
3.8 Responsibility of the Retailer for Electric Purchases.....	11
3.9 Retailer Authorization.....	11
3.10 Retailer Identification Number.....	11
3.11 Single Retailer for Point of Service.....	11
3.12 Fees and Other Charges.....	12
ARTICLE 4 – CUSTOMER INQUIRIES AND INFORMATION.....	12
4.1 Customer Inquiries.....	12
4.2 Customer Inquiries Related to Emergency Situations and Outages.....	12
4.3 Provision of Customer Information to Retailer.....	12
4.4 Provision of Information between FortisAlberta and Retailer.....	13
ARTICLE 5 –PROVISION OF SERVICE.....	13
5.1 Retailer Qualification for Electric Distribution Service.....	13
5.2 Application for Enrolment of Customers of the Retailer.....	14
ARTICLE 6 – PRUDENTIAL REQUIREMENTS.....	16
6.1 General.....	16
6.2 Additional Security.....	17
ARTICLE 7 – DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICE.....	18
7.1 Discontinuance by Retailer.....	18
7.2 Discontinuance by FortisAlberta.....	19



Effective April 1, 2013

**FORTISALBERTA INC.
RETAILER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE II

TABLE OF CONTENTS

Page No.

ARTICLE 8 – SERVICE DISCONNECTION AND RECONNECTION.....	19
8.1 De-Energization of Service by a Retailer.....	19
8.2 Disconnection at the Request of the Customer.....	20
8.3 Disconnection by FortisAlberta.....	21
8.4 Reconnect Service.....	21
8.5 Removal of Facilities upon Disconnection of Service.....	22
ARTICLE 9 – BILLING.....	22
9.1 Wholesale Billing.....	22
9.2 Determination of Applicable Rates.....	23
9.3 Minimum Charges.....	23
9.4 Consumption Period.....	23
9.5 Billing Period.....	24
9.6 Billing Information.....	24
9.7 Payment of Account.....	24
9.8 Dispute of Amounts Owning.....	25
9.9 Late Payment.....	25
9.10 Collections.....	25
9.11 Adjustment of Bills in Event of a Billing Error.....	26
9.12 Collection of Other Charges.....	27
ARTICLE 10 - METERING.....	27
10.1 Meter Reading.....	27
10.2 Record.....	27
10.3 Metering Signals.....	27
10.4 Estimated Consumption and Demand.....	27
10.5 Meter Testing.....	28
10.6 Adjustments for Faulty Metering or Energy Theft.....	28
ARTICLE 11 - LOAD SETTLEMENT.....	29
11.1 Load Settlement Information.....	29
11.2 No Liability for Estimating Errors.....	30
ARTICLE 12 – LIABILITY AND INDEMNITY.....	30
12.1 FortisAlberta Liability.....	30
12.2 Release.....	31
12.3 FortisAlberta Not Liable to Customer.....	31
12.4 Responsible Party Liability.....	31
12.5 Force Majeure.....	34
12.6 Events of Default.....	34



Effective April 1, 2013

**FORTISALBERTA INC.
RETAILER TERMS AND CONDITIONS
OF ELECTRIC DISTRIBUTION SERVICE**

PAGE III

TABLE OF CONTENTS	Page No.
ARTICLE 13 – ARBITRATION.....	35
13.1 Resolution by FortisAlberta and Responsible Party	35
13.2 Resolution by Arbitration	35
13.3 Arbitrators.....	36
13.4 Refusal to Appoint an Arbitrator.....	36
13.5 Failure to Appoint a Third Arbitrator.....	36
13.6 Technical Competence.....	36
13.7 Compensation of Arbitrators.....	37
13.8 Application of the <i>Arbitration Act</i> (Alberta)	37
13.9 Decisions Binding.....	37
13.10 Continuity of Electric Distribution Service	37
ARTICLE 14 – ADDITIONAL PROVISIONS RELATING TO ELECTRIC DISTRIBUTION SERVICES	37
14.1 Ownership of Facilities	37
14.2 Proper Use of Services	38
14.3 New Facilities and Electric Distribution Service Additions.....	38
14.4 Service Interruption.....	38
14.5 Independent System Operator or Transmission Facility Owner Requirements	38
14.6 Compliance with Applicable Legal Authorities	39
14.7 No Assignment of Agreements and Invalidity of Contractual Provisions.....	39
14.8 No Waiver	40
14.9 Law	40
14.10 Requirement to Enter into New Contracts.....	40
14.11 Notice.....	40
APPENDIX A – FEE SCHEDULE	42
APPENDIX B – DISCONNECT OF A POINT OF SERVICE	46



Effective April 1, 2013

*Capitalized terms used in these Retailer Terms and Conditions of Electric Distribution Service (the “**Retailer Terms and Conditions**”), as may be amended from time to time, that are not otherwise defined in the context in which they are used, have the meaning ascribed thereto under Section 2.1 “Definitions”.*

ARTICLE 1 – INTRODUCTION TO RETAILER TERMS AND CONDITIONS

In accordance with the provisions of the *Electric Utilities Act* (the "**Act**") and the Regulations made thereunder (the "**Regulations**"), as either may be amended or replaced from time to time, FortisAlberta Inc. ("**FortisAlberta**") in its role as a wire owner will carry out the functions necessary to furnish Electric Distribution Service to Customers in the areas serviced by FortisAlberta to enable each Customer to purchase electricity for that person's own use from a Retailer. In its role as a wire owner, FortisAlberta will also enable a Retailer to acquire access to its Electric Distribution System for the purposes of allowing the Retailer to sell electricity directly to Customers. A Customer may also act as a self-retailer by carrying out retailer functions to obtain electricity services solely for the Customer's own use.

These Retailer Terms and Conditions govern the relationship between FortisAlberta and Retailers, or any party who will be acting as an Agent on behalf of a Retailer for transactions, including, but not limited to, retail billing and Load Settlement. These Retailer Terms and Conditions will also govern the relationship between FortisAlberta and a Customer of a Retailer or any another party acting as an agent of the Customer in their dealings with FortisAlberta.

These Retailer Terms and Conditions serve as a companion to the Customer Terms and Conditions to govern the relationship between FortisAlberta and a Customer, or any other person whom the Customer has assigned to act on its behalf in its dealings with FortisAlberta, regarding the provision of Electric Distribution Service.

These Retailer Terms and Conditions and the Customer Terms and Conditions together form the Terms and Conditions of Electric Distribution Service of FortisAlberta (the "**Terms and Conditions**"). These Retailer Terms and Conditions outline the rules that Retailers and agents must follow to engage in retailer transactions with FortisAlberta.

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



Effective April 1, 2013

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in the Retailer Terms and Conditions, a Retail Service Agreement or an application, contract or agreement for service, shall have the meanings set forth below, or the meaning set forth in the Customer Terms and Conditions if not defined herein, unless the context otherwise requires:

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

“Business Day” means a day which is not a Saturday, Sunday or statutory holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as re-enacted, amended or replaced from time to time; and **“day”** means any calendar day;

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

“Contract kilometres” means the length of distribution line, measured in metres, from the Point of Service to the Point of Delivery, as determined by FortisAlberta;

“Contract Minimum Demand” means the minimum demand specified in the Electric Service Agreement (which shall be no less than the Minimum Demand) or, if no agreement is in existence, means the Minimum Demand;

“Customer” has the meaning given such term in, and is determined in accordance with, the Act, and also includes any consumer, person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity) to whom FortisAlberta provides any service under its Distribution Tariff or who applies for, or proposes or requests to purchase or obtain, or receives any service under the Distribution Tariff, or otherwise in respect of any Land upon which Electric Distribution Service is or will be furnished, a Subdivision Developer or the Tenant and the Registered Owner of the Land;

“Customer Contribution” has the meaning given such term in, and is determined in accordance with, Section 7.2 of the Customer Terms and Conditions, and includes but is not limited to, a Customer Distribution Contribution, a Customer Transmission Contribution, and other contributions;

“Customer Information” means Customer name, Customer telephone number, Customer mailing address, site contact name and site contact telephone number and other information as described in the Settlement System Code;



Effective April 1, 2013

“Customer Terms and Conditions” means these Customer Terms and Conditions for Electric Distribution Service of FortisAlberta, as amended or replaced from time to time;

“Customer Usage Information” means information regarding the historical electricity consumption of a Customer;

“De-Energization” or **“De-Energize”** for the purpose of these Retailer Terms and Conditions, have the meaning given such terms in, and are determined in accordance with, the Settlement System Code, and are sometimes referred to as a **“DER”** transaction;

“Default Supplier” has the meaning given such term in, and is determined in accordance with, the RRR Regulation;

“DG Customer” or **“Distribution Generation Customer”** means a person that has on-site generating facilities that are interconnected and operating in parallel with FortisAlberta’s Electric Distribution System and, unless otherwise indicated, includes an MG Customer;

“Distribution Customer Exit Charge” has the meaning given such term in, and is determined in accordance with, Section 7.5 in the Customer Terms and Conditions;

“Distribution Load Customer” means a Customer interconnected to, or who applies, proposes or requests to interconnect to, FortisAlberta’s Electric Distribution System for the purpose of purchasing electricity for that person’s own use;

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

“Electric Distribution Service” has the meaning given such term in, and is determined in accordance with, the Act. FortisAlberta’s prior Terms and Conditions previously referred to Electric Distribution Service as Distribution Tariff Service or Distribution Access Service, and all references in prior agreements, documents and other instruments to Distribution Tariff Service or Distribution Access Service shall mean Electric Distribution Service as defined herein;

“Electric Distribution System” has the meaning given such term in, and is determined in accordance with, the Act;

“Electric Service Agreement” means an agreement between FortisAlberta and a Customer for the provision of Electric Distribution Service, including System Access Service;

“Electricity Services” has the meaning given such term in, and is determined in accordance with, the Act;



Effective April 1, 2013

“Energy” means electric energy, which means the capability of electricity to do work, measured in kilowatt hours (**“kWh”**);

“Expected Peak Demand” means the expected maximum capacity requirement at a Point of Service which is used to determine the potential FortisAlberta Investment Level, the Minimum Demand and the Maximum Supply;

“Facilities” means physical plant (including, without limitation, distribution lines, transformers, meters, equipment and machinery) on FortisAlberta’s side of the Point of Service, excluding a Transmission Facility;

“Force Majeure” means circumstances not reasonably within the control of FortisAlberta, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, interruptions of supply of goods or services, the intervention of federal, provincial, state or local government or from any of their agencies or Commissions (excluding decisions or orders made by the Commission in the normal course of exercising its authority over FortisAlberta), the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise, except for lack of funds which shall not be considered an event of Force Majeure;

“Idle Service Charges” means charges associated with the recovery of FortisAlberta’s ongoing cost of owning, operating and maintaining Facilities in respect of a particular Point of Service in situations where the Point of Service is not receiving Energy via the Facilities on a continuing basis, but the Customer chooses to retain the Facilities in place for future use. The charges that are applicable are set out in the Rates, Options and Riders Schedules;

“Independent System Operator” or **“ISO”** or **“AESO”** means the corporation established as the independent system operator by the Act to carry out the duties of the independent system operator under the Act, and carrying on business as the Alberta Electric System Operator or AESO;

“Interest in Land” includes any oral or written agreement with the Registered Owner of Land to purchase, rent, use or exploit the Land, either currently or in the future;

“Investment Level” means the total dollar investment that FortisAlberta is permitted to make toward the construction of new or upgraded Facilities which total investment available is determined by the Investment Term and Expected Peak Demand and, where applicable, Metres of Customer Extension. Such Investment Level shall also be in accordance with the Customer Contribution Schedules contained in Appendix “B” attached hereto, and such total



Effective April 1, 2013

distribution investment available shall not exceed the cost as estimated by FortisAlberta of constructing the Facilities;

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

“**kW**” means kilowatt or kilowatts;

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

“**Land**” includes, in respect of any parcel of land, registered ownership and lease of the whole or any part of it, and also includes any part thereof that is intended to be leased, subdivided or partitioned from the land;

“**Load**” means Energy consumed by Customers or capacity requirements in kW or kVA;

“**Load Settlement**” has the meaning given such term in, and is determined in accordance with, the Act;

“**Load Settlement Services**” means those services carried out by FortisAlberta as an owner of an Electric Distribution System, in accordance with the Settlement System Code;

“**Maximum Supply**” means the maximum amount of electric capacity (measured in kW or kVA, whichever is greater) that FortisAlberta is obligated to supply to the Customer for a Point of Service. The Maximum Supply is the lowest of the faceplate value of the transformer, the Maximum Supply as defined in the Electric Service Agreement, or the Expected Peak Demand in kW expressed in kVA (e.g. 1,000 kW Expected Peak Demand / 0.9 = 1,111 kVA Maximum Supply);

“**Metered Demand**” means the registered demand in kW or 90% of the registered demand in kVA;

“**Metres of Customer Extension**” means the length of extension of Facilities, as determined to be appropriate by FortisAlberta, installed as part of a Service Connection, which is used to determine part of FortisAlberta’s Investment Level;

“**MG Customer**” or “**Micro-Generation Customer**” means a generator as defined under the Micro-Generation Regulation made pursuant to the Act, as amended or replaced from time to time;

“**Minimum Charge**” means the result of multiplying the rates to the greater of the Rate Minimum as contained in the Rates, Options and Riders Schedules or the Contract Minimum Demand;



Effective April 1, 2013

“Minimum Demand” means the greater of the Contract Minimum Demand or two-thirds of the Expected Peak Demand;

“Miscellaneous Service” means a non-standard service provided by FortisAlberta from time to time at the request of a Customer or Retailer;

“Operating Demand” means the value calculated as the average of the highest seven of the last 12 months of Metered Demands and is used for determining the appropriate rate for a Point of Service;

“Peak Demand” means the maximum Metered Demand in the last 12 months;

“Permanent Disconnection” means the cessation of Electricity Services resulting from removal of Facilities. Permanent Disconnection is also referred to as salvage;

“Point of Delivery” or **“POD”** means the point at which Energy is transferred from a Transmission Facility to FortisAlberta’s Electric Distribution System or Transmission Connected Services;

“Point of Service” means the point at which FortisAlberta’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;

“Rates, Options and Riders Schedules” means that portion of FortisAlberta’s Distribution Tariff which sets out charges;

“Registered Owner” means the registered owner or owners of Land;

“Regulated Rate Tariff” means a regulated rate tariff for the provision of Electricity Services to eligible Customers pursuant to the Act;

“Regulations” means the regulations made pursuant to the Act;

“Responsible Parties” means all Retailers and Customers, including Transmission Load Customers, Distribution Load Customers, DG Customers, MG Customers, or agents of the foregoing;

“Retail Service Agreement” means an agreement between FortisAlberta and a Retailer for the provision of Electric Distribution Service, as amended or replaced from time to time;



Effective April 1, 2013

“Retailer” means a person, selected by the Customer, or otherwise to whom the Customer is defaulted in accordance with the Act and Regulations, who carries out the duties of a retailer prescribed in the Act, including also self-retailers who procure Electricity Services for their own use as a Customer;

“Retailer Guidebook” has the meaning given such term in, and is determined in accordance with, Section 3.5 herein;

“Retailer Identification” or **“Retailer ID”** means the 9-digit number that uniquely represents each Retailer operating within Alberta, as approved by and provided to FortisAlberta by the Alberta Electric System Operator;

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

“Retailer Terms and Conditions” means these Retailer Terms and Conditions for Electric Distribution Service, as amended or replaced from time to time;

“RRR Regulation” means the Roles, Relationships and Responsibilities Regulation made pursuant to the Act, as amended or replaced from time to time;

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

“Settlement System Code” 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;

“Standard Service” means Facilities which meet good economic electric industry practice including safety, reliability and operating criteria and standards consistent with the particular characteristics of service, as determined by FortisAlberta acting reasonably;

“System Access Service” has the meaning given such term in, and is determined in accordance with, the Act;

“System Access Service Agreement” means an agreement entered into between the Independent System Operator and FortisAlberta, which establishes the specific terms pursuant to which FortisAlberta obtains System Access Service;

“Tariff Billing Code” means the Alberta Tariff Billing Code established by the Commission under the provisions of the Act, as amended or replaced from time to time;



Effective April 1, 2013

“Temporary Disconnection” means the cessation of Electricity Services on a temporary basis and does not involve removal of Facilities. Temporary Disconnection is also referred to as a De-Energize or DER transaction;

“Tenant” means any person with an Interest in Land granted by a Registered Owner;

“Terms and Conditions” means, collectively, these Retailer Terms and Conditions and the Customer Terms and Conditions, as amended or replaced from time to time;

“Transmission Connected Service” means a Point of Service:

- (a) that is served at a transmission voltage level and is not interconnected to the FortisAlberta Electric Distribution System; and
- (b) for which FortisAlberta has a distinct System Access Service Agreement in existence with the Independent System Operator, specifically for the respective Point of Delivery;

“Transmission Facility” has the meaning given such term in, and is determined in accordance with, the Act;

“Transmission Facility Owner” means the owner, as such term is defined in the Act, of a Transmission Facility; and

“Transmission Load Customer” means a Customer at a Transmission Connected Service or who applies, proposes or requests to interconnect to a Transmission Connected Service, who has not received a Section 101(2) release as noted in the Act.

2.2 Conflicts

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

If there is any conflict between a provision in the Terms and Conditions and a provision a Commitment Agreement, Electric Service Agreement, Interconnection Agreement, Retail Service Agreement, Underground Electrical Distribution System Services Agreement or any other existing or future agreement between FortisAlberta and a Responsible Party, the provision in the Terms and Conditions shall govern.



Effective April 1, 2013

2.3 Headings

The division of the 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 the Terms and Conditions.

2.4 Extended Meanings

In the Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and words importing a person shall include an individual, firm, partnership, association, trust, unincorporated organization and corporation.

2.5 Appendices

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

Appendix "A" - Fee Schedule

Appendix "B" - Disconnect of a Point of Service.

ARTICLE 3 – GENERAL PROVISIONS

3.1 Commission Approval

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

3.2 Distribution Tariff

FortisAlberta's Distribution Tariff is available for public inspection at FortisAlberta's website at: <http://www.fortisalberta.com>. The Terms and Conditions, together with the Rates, Options and Riders Schedules, form part of the Distribution Tariff and are established pursuant to Section 2 of the Distribution Tariff Regulation made pursuant to the Act, as amended or replaced from time to time.



Effective April 1, 2013

3.3 Amendments to the Terms and Conditions

Whenever the Commission approves an amendment to the Terms and Conditions, such amendment, including its effective date, will be posted on FortisAlberta's website at: <http://www.fortisalberta.com>.

No agreement can provide for the waiver or alteration of any part of the Terms and Conditions unless such agreement is first filed with and approved by the Commission and such agreement expressly provides for any such waiver or alteration.

3.4 Applicability of Terms and Conditions

These Retailer Terms and Conditions govern the relationship between FortisAlberta and a Retailer and any agent of the Retailer that is also approved by FortisAlberta to interact with FortisAlberta on behalf of the Retailer. These Retailer Terms and Conditions will also govern the relationship between FortisAlberta and Customers for whom the Retailer is acting as an agent in its dealings with FortisAlberta.

All Responsible Parties by virtue of their relationship with FortisAlberta are deemed to have accepted the Terms and Conditions. The entering into of a Retail Service Agreement, the use by a Responsible Person of a service, or the payment by the Responsible Person of an account rendered by FortisAlberta in relation to a service shall constitute acceptance by the Retailer of these Terms and Conditions.

3.5 Retailer Guidebook

FortisAlberta has developed the Retailer Guidebook to help Retailers understand the normal practices of FortisAlberta. FortisAlberta will amend the Retailer Guidebook, from time to time, to reflect changes to the electric utility industry, changes in FortisAlberta's requirements or the changing needs of Retailers or Customers. While FortisAlberta will endeavour to follow practices in the Retailer Guidebook, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Retailer Guidebook. If there is any conflict between the Retailer Guidebook and a provision in the Terms and Conditions, an Electric Service Agreement, a Retail Service Agreement or any other existing or future agreement between FortisAlberta and a Responsible Party, the provision in the Terms and Conditions, Electric Service Agreement, Retail Service Agreement or other agreement shall govern. A copy of the Retailer Guidebook can be accessed on FortisAlberta's website at <http://www.fortisalberta.com>.



Effective April 1, 2013

3.6 Timeliness, Due Diligence and Security Requirements of Retailer

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

3.7 Retailer Arrangements with Customers

Unless otherwise stated herein, the Retailer shall be solely responsible for having appropriate contractual or other arrangements with a Customer necessary to provide service to the Customer. FortisAlberta shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements and shall not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the Retailer's failure to obtain or maintain proper contractual or other arrangements with a Customer or to perform its obligations to a Customer.

3.8 Responsibility of the Retailer for Electric Purchases

The Retailer will be solely responsible for the purchase of electricity from the Power Pool and for arranging the delivery of such electricity to the appropriate Points of Service for Customers, subject to the Terms and Conditions.

3.9 Retailer Authorization

A Retailer shall be responsible for obtaining proper authorization from each Customer authorizing the enrolment of the Customer by the Retailer for receipt of Electric Distribution Service.

3.10 Retailer Identification Number

Any information exchange or communications between the Retailer and FortisAlberta under the Terms and Conditions shall employ a Retailer ID. In circumstances where the Retailer has multiple Retailer IDs, the review, setting, and maintaining of prudential requirements shall be addressed based on the circumstances of each case.

3.11 Single Retailer for Point of Service

FortisAlberta 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 the Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple Retailers for a Point of



Effective April 1, 2013

Service, provided that a single Retailer is designated to be the Customer's Retailer for the purposes of the Terms and Conditions.

3.12 Fees and Other Charges

FortisAlberta will provide all Standard Service hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by FortisAlberta to a Retailer or its Customers will be charged a separate rate or fee, such as those included, without limitation, in the Rates, Options and Riders Schedules. Billing and payment for services shall be in accordance with the provisions of the Terms and Conditions.

ARTICLE 4 – CUSTOMER INQUIRIES AND INFORMATION

4.1 Customer Inquiries

For Customers requesting information on Electric Distribution Service, FortisAlberta will make available the following information:

- (a) notification and informational materials to consumers about competition and consumer choices; and
- (b) direct Customers, on request, to a source where they may obtain the current list of licensed Retailers maintained in accordance with the *Fair Trading Act* (Alberta), R.S.A. 2000, c.F-2 (the “Fair Trading Act”), as amended or replaced from time to time. FortisAlberta is under no obligation to assure the accuracy of this list.

4.2 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 FortisAlberta’s Electric Distribution System are referred immediately to FortisAlberta. FortisAlberta reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. FortisAlberta will communicate any unacceptable patterns to the Retailer to be corrected.

4.3 Provision of Customer Information to Retailer

In accordance with the Alberta Utilities Commission Rule 010 “Rules on Standards for Requesting and Exchanging Site – Specific Historic Usage Information for Retail Electricity and Natural Gas Markets”, FortisAlberta will provide historic Customer Usage Information to a Retailer that has a Retail Service Agreement and a representation and warranties agreement in place with FortisAlberta. The representation and warranties agreement requires that Retailers have a written customer authorization for each historical usage information



Effective April 1, 2013

request submitted to FortisAlberta. Rule 010 specifies that Retailers who request historical usage information from a wire owner must do so using the electronic transaction as per Rule 010.

4.4 Provision of Information between FortisAlberta and Retailer

The Retailer must notify FortisAlberta as promptly as reasonably practical of any changes to Customer Information, as FortisAlberta relies on this information to perform its obligations to Customers. Such information shall be provided in a form described in the Settlement System Code.

FortisAlberta and a Retailer shall supply to each other all other data, materials or other information specified to be supplied in the Terms and Conditions, or that may otherwise be reasonably required by the Retailer or FortisAlberta in accordance with the Terms and Conditions. Without limiting the generality of the foregoing, FortisAlberta reserves the right to require updated Customer Information from a Retailer from time to time. Changes set out in the Fee Schedule included herein as Appendix “A” will apply to certain requests made to FortisAlberta.

FortisAlberta 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 FortisAlberta. FortisAlberta reserves the right to assess a charge to recover the costs incurred by FortisAlberta for additional work undertaken by FortisAlberta as a result of inaccurate Customer Information provided by the Retailer.

ARTICLE 5 –PROVISION OF SERVICE

5.1 Retailer Qualification for Electric Distribution Service

The Retailer must fulfill and maintain the following requirements to the satisfaction of FortisAlberta before FortisAlberta will provide or continue to provide Electric Distribution Service to that Retailer:

- (a) submit to FortisAlberta a fully completed and executed Retail Service Agreement, a Retailer Credit Application form, and any other documents or forms that may be required by FortisAlberta from time to time;
- (b) furnish to FortisAlberta a certified copy of the license issued to the Retailer and warrant in writing to FortisAlberta that it is licensed pursuant to, and will comply with, the provisions of the Fair Trading Act and any regulations or policies made thereunder, as amended from time to time;



Effective April 1, 2013

- (c) adhere to the credit, deposit and security requirements of FortisAlberta as described in Article 6;
- (d) warrant in writing to FortisAlberta that it will at all times comply with the Settlement System Code;
- (e) meet the compliance testing protocol of FortisAlberta in respect of information exchange as set forth in the Retailer Guidebook;
- (f) warrant in writing to FortisAlberta that it has been, and will be at all times, qualified by the Independent System Operator as pool participant under the Independent System Operator rules respecting the operation of the Power Pool and the Independent System Operator has approved the Retailer for consumption within the FortisAlberta service area; and
- (g) meet any other requirements that FortisAlberta, acting reasonably, may impose in order to provide Electric Distribution Service hereunder to the Retailer. If FortisAlberta determines that a Retailer must satisfy additional requirements in order to qualify for Electric Distribution Service, the following process will apply:
 - i. where FortisAlberta is confronted with a situation which would likely materially alter the risk to FortisAlberta, or in order to comply with applicable legislation, FortisAlberta may implement the additional requirement and then apply to the Commission for approval of same; or
 - ii. where FortisAlberta is not confronted with the circumstances outlined in (i), above, FortisAlberta shall apply to the Commission for approval of the proposed additional requirement prior to implementing same.

Upon satisfaction of the above requirements, FortisAlberta will provide Electric Distribution Service to the Retailer, subject to the Terms and Conditions. Subject to complying with all the applicable laws, and the directions or requirements of any of the entities mentioned above, FortisAlberta reserves the right, upon giving the Retailer 10 Business Days' notice, acting reasonably, to discontinue Electric Distribution Service to the Retailer if at any time the Retailer no longer fulfils the above requirements.

5.2 Application for Enrolment of Customers of the Retailer

In order to initiate the provision of Electric Distribution Service by FortisAlberta, the Retailer shall complete and provide to FortisAlberta an application for Electric Distribution Service in compliance with the Settlement System Code. The Retailer shall provide updated Customer Information with each application for Point of Service enrolment where applicable.



**FortisAlberta Inc.
Retailer Terms and Conditions
of Electric Distribution Service**

Page 15

Effective April 1, 2013

FortisAlberta will, subject to the Terms and Conditions, accept an application by a Retailer for provision of Electric Distribution Service to a Customer hereunder and upon acceptance, will recognize the Retailer as the Retailer of Record for the particular Point of Service. FortisAlberta reserves the right, but is not obligated, to verify the identity of the Customer and the accuracy of the Customer Information. FortisAlberta may deny the application if any information required in the application, including the Customer Information and Retailer Identification, provided by the Retailer is false, incomplete or inaccurate in any respect.

Enrolments will be processed by FortisAlberta on a first-come, first-served basis. Each enrolment will be time and date-stamped when received by FortisAlberta. If more than one enrolment is received for a Point of Service while an earlier enrolment is pending; only the first valid enrolment received by FortisAlberta shall be processed that day. Enrolment of a Point of Service is irrevocable and the Retailer bears full responsibility for the accuracy of enrolment transactions submitted to FortisAlberta.

FortisAlberta will, in compliance with the Settlement System Code, transfer an existing Point of Service receiving Electric Distribution Service to the Retailer or notify the Retailer of the status of the enrolment. If an enrolment is accepted, FortisAlberta will notify the Retailer in accordance with the timing requirements set out in the Settlement System Code. If an enrolment is rejected, FortisAlberta will provide the Retailer with the reason(s) for the rejection.

If a Retailer finds that it has enrolled an incorrect Point of Service, that Retailer shall notify FortisAlberta in accordance with the Settlement System Code. Upon receiving notice from the Retailer, FortisAlberta will notify the previous Retailer to enrol the Point of Service. A Retailer that erroneously enrolls a Point of Service will bear responsibility for the associated Distribution Tariff costs and any other financial implications associated with the error.

FortisAlberta reserves the right to refuse Electric Distribution Service, at any Point of Service, to any Customer of the Retailer who has failed to meet their obligations under the Terms and Conditions or an Electric Service Agreement with FortisAlberta, including where the Customer has not made payment when due to FortisAlberta. The Retailer will not be liable to FortisAlberta for any outstanding indebtedness of the Customer to FortisAlberta which accrued prior to the enrolment of the Customer to the Retailer. However, the Retailer will be liable for all outstanding indebtedness which accrued while the Retailer remained the Retailer of Record for the Customer.



Effective April 1, 2013

ARTICLE 6 – PRUDENTIAL REQUIREMENTS

6.1 General

Retailers must satisfy the security requirements in Sections 8 through 12 of the Distribution Tariff Regulation A.R. 162/2003 to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations. FortisAlberta reserves the right to re-evaluate the security requirements of a Retailer on a regular basis, and to require additional security where appropriate.

- (a) All Retailers must submit and maintain security in an amount equal to a credit limit calculated as the value projected by the Retailer of the Retailer's payments under FortisAlberta's Distribution Tariff over a 60 day period. This period shall remain consistent with applicable regulations, as amended from time to time.
- (b) The security must be submitted and maintained in a form acceptable to FortisAlberta, consisting of any one of, or a combination of:
 - i. a cash deposit or bond in the name of FortisAlberta at a Canadian chartered bank, trust company, credit union, or other financial institution acceptable to FortisAlberta;
 - ii. an irrevocable letter of credit;
 - iii. an irrevocable bank guarantee; or
 - iv. an irrevocable guarantee, with supporting resolutions, from a person or persons (other than the Retailer) with a credit rating of at least BBB– from the Dominion Bond Rating Service (or any successor corporation) or equivalent rating from a major reputable bond rating service satisfactory to FortisAlberta.
- (c) The security required in (a) will be reduced if the Retailer provides its current credit rating (or its lowest credit rating if more than one has been obtained) of at least BBB– from the Dominion Bond Rating Service (or any successor corporation) or equivalent rating from a major reputable bond rating service satisfactory to FortisAlberta, in the following amounts:

Rating (or Lowest Rating)	Security Reduction
Less than BBB–	\$0
BBB– to BBB+	\$10,000,000
A– to A+	\$15,000,000



Effective April 1, 2013

AA- to AA+	\$20,000,000
AAA- or higher	\$25,000,000

- (d) A guarantee or guarantees provided under (b) shall be provided in accordance with Subsection 8(4) of the Distribution Tariff Regulation A.R. 162/2003.

All costs associated with obtaining security and meeting prudential requirements are the responsibility of the Retailer. A Retailer must complete the credit application process and meet credit requirements before a Point of Service is enrolled with FortisAlberta for the Retailer.

6.2 Additional Security

When the Retailer's actual outstanding charges under FortisAlberta's Distribution Tariff materially exceed the value projected by the Retailer under Section 6.1, upon 5 Business Days' notice by FortisAlberta, the Retailer shall either:

- (a) pay FortisAlberta in advance the amount by which the actual outstanding charges then exceed the projected value, or
- (b) provide additional security to FortisAlberta in accordance with Section 6.1 to a total equal to the actual outstanding charges.

A Retailer whose credit rating has been downgraded shall report to FortisAlberta the downgrading of its Credit Rating within 2 Business Days of the downgrading and must provide any additional security required as a result of the downgrading within 5 Business Days of the downgrading as required under Section 9 of the Distribution Tariff Regulation.

A Retailer must provide and maintain the required amount of security until all obligations of the Retailer under FortisAlberta's Distribution Tariff are satisfied. FortisAlberta reserves the right to re-evaluate the security requirements of a Retailer on a regular basis, and to require additional security where appropriate.

If a Retailer defaults in paying any amounts owing under FortisAlberta's Distribution Tariff, FortisAlberta will provide the Retailer notice as required by Section 12 of the Distribution Tariff Regulation and will be entitled to realize on the security of the Retailer to recover the Retailer's arrears including any accrued interest if they are not paid within 3 Business Days after the date of the notice, provided that FortisAlberta shall be entitled to realize on the security without notice if, in the opinion of FortisAlberta, the giving of such notice would impair FortisAlberta's ability to make a claim against the Retailer's security. FortisAlberta may require additional security to replace the security drawn down because of the default by



Effective April 1, 2013

the Retailer. The Retailer must provide the additional security within 5 Business Days of FortisAlberta's request to do so.

If the Retailer fails to provide any additional security that it is required to provide, FortisAlberta reserves the right to suspend the provision of Electric Distribution Service until the Retailer provides FortisAlberta with the required security.

If FortisAlberta, acting reasonably, determines that it is not secured in accordance with this section for the financial obligation of the Retailer, FortisAlberta may, upon 5 Business Days' notice, cease to provide Electric Distribution Service hereunder to that Retailer until the Retailer provides FortisAlberta with adequate security.

ARTICLE 7 – DISCONTINUANCE OF ELECTRIC DISTRIBUTION SERVICE

7.1 Discontinuance by Retailer

To discontinue Electric Distribution Service, a Retailer shall complete and provide to FortisAlberta a notice of de-select in the form and manner set out in the Retailer Guidebook and in compliance with the Settlement System Code. Such notice shall clearly specify the Retailer's reason(s) for seeking to de-select the Point of Service (Customer).

To de-select the Retailer of Record for a particular Point of Service, a Retailer shall, 7 days (or such other time as may be required under the Settlement System Code) before the de-selection is to take effect, complete and provide to FortisAlberta a notice of de-selection pursuant to the Settlement System Code. FortisAlberta may reject the notice of de-selection if FortisAlberta determines that any information required in the notice, including Customer Information, provided by the Retailer is false, incomplete or inaccurate in any respect. FortisAlberta reserves the right, but is not obligated, to notify the Customer of the pending transaction, verify the identity of the Customer and the accuracy of the Customer Information. Upon receipt of a notice of de-selection from a Retailer, FortisAlberta will, in compliance with the Settlement System Code, either process the de-selection request or notify the Retailer that the notice of de-selection had been rejected and the reason(s) for such rejection.

De-selected Points of Service for which FortisAlberta has received no enrolment application will be assigned to the Default Supplier in accordance with the RRR Regulation.

The Retailer is responsible to ensure that its Customers are provided notice of the de-selection, and the consequences thereof, and FortisAlberta will not be held liable for any Customer disputes with the Retailer.



Effective April 1, 2013

The Retailer shall remain responsible for Electricity Services to the Point of Service until a replacement Retailer is appointed and in place for the Point of Service.

7.2 Discontinuance by FortisAlberta

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

- (a) the Retailer's license has been revoked by Alberta Government Services;
- (b) the Retailer has failed to meet its obligations under the Terms and Conditions or under its Retail Service Agreement with FortisAlberta; or
- (c) the Retailer has failed to meet its credit requirements pursuant to Article 6.

Notification of discontinuance will be made electronically by FortisAlberta to the Retailer. FortisAlberta will provide the Retailer 10 Business Days' notice before FortisAlberta discontinues Electric Distribution Service to the Retailer. Upon discontinuance of Electric Distribution Service pursuant to this Section, the provision of the affected service(s) will be assumed by the Default Supplier for non-eligible Customers, and the person for whom FortisAlberta has made arrangements to provide the Regulated Rate Tariff for eligible Customers.

ARTICLE 8 – SERVICE DISCONNECTION AND RECONNECTION

This Article, as amended from time to time, specifies the processes for the transactions between FortisAlberta and a Retailer in relation to the physical disconnection of a Point of Service. For greater certainty, “**disconnection**” is synonymous with the term “**De-Energize**” as that term is used in the Settlement System Code.

8.1 De-Energization of Service by a Retailer

In accordance with the Act, the Retailer shall have the right to request that FortisAlberta De-Energize service to a particular Point of Service, including for non-payment, and FortisAlberta shall comply with that request, unless such action is inconsistent with applicable law or the Terms and Conditions, including FortisAlberta's approved policies contained in Appendix “B” to these Retailer Terms and Conditions.

Normal charges, including Idle Service Charges, may continue to be applied by FortisAlberta during the period of any De-Energization.

If a Point of Service remains De-Energized for greater than 12 months, the Retailer may make a request to FortisAlberta for the Point of Service to be considered a Permanent



Effective April 1, 2013

Disconnection and administered as per Section 8.2.4. FortisAlberta reserves the right to request the Customer's Retailer to provide the Customer's contact name and phone number for the purpose of verifying the disconnect request.

The Retailer shall remain responsible for Electricity Services and for Electric Distribution Service and for any charges related thereto until a replacement Retailer has enrolled the Customer at the Point of Service or the Point of Service is Permanently Disconnected.

FortisAlberta will notify the Retailer if a De-Energize request was not successfully completed and include the reason why it was not successfully completed. If the Retailer still requires a De-Energize, the Retailer must re-issue a De-Energize request the following Business Day.

8.2 Disconnection at the Request of the Customer

Any requests to disconnect service from a Customer shall be made in accordance with the Customer Terms and Conditions. FortisAlberta may directly charge a Customer a Distribution Customer Exit Charge related to a Permanent Disconnection. Until such time as all obligations of Customer to FortisAlberta are met, FortisAlberta reserves the right to reject a request for a disconnection.

8.2.1 Temporary Disconnection For Safety and Maintenance

FortisAlberta will accept a request directly from a Customer or a Customer's Retailer for a Temporary Disconnection of less than 5 days (or such other time as may be agreed to by FortisAlberta) for safety or maintenance (equipment testing and inspection) purposes. In these limited circumstances, no Settlement System Code transactions (i.e., a De-Energize or DER transaction) shall be submitted by the Retailer. The Retailer is referred to the Retailer Guidebook of FortisAlberta for process details. Normal charges for Electric Distribution Service continue to apply during this period.

8.2.2 Idle Service Charges

FortisAlberta will accept a request from the Customer's Retailer to De-Energize provided that the Customer, or the Customer's Retailer, agrees to pay the Idle Service Charges as provided in the Rates, Options and Riders Schedules. Idle Service Charges will apply during any period of De-Energization.

8.2.3 Right to Remove Meter

The Customer shall permit FortisAlberta to remove the meter on Land owned or controlled by the Customer for any Temporary Disconnection. FortisAlberta reserves the right to assess a charge to the Customer, or the Customer's Retailer, for a supplementary meter read, as set



Effective April 1, 2013

forth in the Fee Schedule included herein as Appendix “A” under Off-Cycle Meter Reading, as a direct result of the Customer preventing or not allowing FortisAlberta to remove the meter.

8.2.4 Permanent Disconnection

If the Customer, or the Customer’s Retailer on behalf of the Customer, requests a Permanent Disconnection of the Point of Service, the Customer billing for that service will be finalized. At the discretion of FortisAlberta, the Facilities provided by FortisAlberta will be removed unless the Customer, or the Customer’s Retailer, agrees to pay the Idle Service Charges as set forth in Section 8.2.2, in which case the request will be deemed thereafter to be a De-Energize request. FortisAlberta reserves the right to assess the Customer’s Retailer request for Permanent Disconnection and if the request is determined by FortisAlberta to be improper (such as if the Customer agrees to pay for Electric Distribution Service), to require the Retailer to correct the transaction. If a Point of Service remains disconnected for greater than 12 months, it may be considered by FortisAlberta to be a Permanent Disconnection.

If within 3 years of Permanent Disconnection the Customer requests the Service Connection be restored, the Customer may be required to pay all the costs associated with the original disconnection, removal of the Facilities and restoration of service. These costs will be charged directly to the Customer.

A Customer may be charged a Distribution Customer Exit Charge related to a Permanent Disconnection as set out in Section 7.5 of the Customer Terms and Conditions.

8.3 Disconnection by FortisAlberta

FortisAlberta reserves the right to disconnect electric service to a Customer in a number of circumstances as set out in Article 10 of the Customer Terms and Conditions, including but not limited to non-payment of FortisAlberta bills of any nature or any past due charges by the Customer; evidence of safety violations or fraud by the Customer; or the Customer failing to meet its obligations under the Terms and Conditions or any of the terms of the Customer’s Electric Service Agreement.

8.4 Reconnect Service

This Section applies when FortisAlberta is asked to reconnect or restore service to a Point of Service whose service was previously restricted by a current-limiting device or disconnected.

Before reconnecting or restoring service, the Customer, or the Customer’s Retailer, shall pay any amount owing to FortisAlberta including written off accounts, and



Effective April 1, 2013

- (a) if service is reconnected by the Customer within 12 months of disconnection, the Customer, or the Customer's Retailer, shall pay a service charge to cover FortisAlberta's minimum monthly and reconnection charges, as determined in the Fee Schedule included herein as Appendix "A"; or
- (b) if service is reconnected by the Customer after 12 months of disconnection, the Customer, or the Customer's Retailer, shall pay a reconnection charge as determined in the Fee Schedule included herein as Appendix "A".

If the disconnection is a result of a safety violation, or as a result of a Customer's action, inaction or facilities that are causing any problems, damage, interference or disturbance, FortisAlberta will reconnect the service when such issues are resolved and when the Customer has provided, or paid FortisAlberta's costs of providing, such services, devices or equipment as may be necessary to resolve such issues.

8.5 Removal of Facilities upon Disconnection of Service

Upon Permanent Disconnection, FortisAlberta 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 9 – BILLING

9.1 Wholesale Billing

FortisAlberta will bill the Retailer of Record the amounts payable for Electric Distribution Service in accordance with the Terms and Conditions, the Billing Regulation, A.R. 159/2003 and the Tariff Billing Code, as each may be amended from time to time, and as follows:

- (a) FortisAlberta will provide billing information in the prescribed format to the Retailer of Record for each billing cycle;
- (b) FortisAlberta will invoice the Retailer for Electric Distribution Service provided by FortisAlberta for the period generally corresponding to the billing information from the prior calendar month;
- (c) FortisAlberta will not assume any billing or collection obligations or responsibilities related to billing or collecting from Customers, for or on behalf of the Retailer. The Retailer shall process Customer payments and handle collection responsibilities. FortisAlberta may, in addition to any other remedies available to it, restrict enrolment or terminate Electric Distribution Service to the Retailer, if such Retailer does not pay all outstanding bills in accordance with the Terms and Conditions;



Effective April 1, 2013

- (d) FortisAlberta reserves the right to bill the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions; and
- (e) Retailers and any party acting as an agent on behalf of Retailers are required to provide Customers with notification of a FortisAlberta 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.

9.2 Determination of Applicable Rates

FortisAlberta bills the Retailer of Record based on the charges set out in its Rates, Options and Riders Schedules. Each Point of Service is billed as a separate service. The determination of these charges will be made in accordance with FortisAlberta's Terms and Conditions and its Rates, Options and Riders Schedules.

The availability of rates, options and riders are specified in the Rates, Options and Riders Schedules. If the operational characteristics of the Point of Service change, a different rate may be applicable and certain provisions in Article 7 in the Customer Terms and Conditions may apply. This could result in the Customer being required to pay an additional Customer Contribution or receiving a refund. A Customer requested change of service under this Section will not be made more than once in any 12-month period.

9.3 Minimum Charges

The Minimum Charge calculated in accordance with the Rates, Options and Riders Schedules will be applicable.

9.4 Consumption Period

The basis of all charges to the Retailer for Electric Distribution Service provided to a Customer is the consumption period, defined as the time between two consecutive meter readings, or estimates, or a combination thereof, for the Customer's Point of Service, unless otherwise indicated in the Rates, Options and Riders Schedules. Charges will generally be billed on a monthly basis.

The charges for Electric Distribution Service, including any applicable charges under an Electric Service Agreement, shall commence on the earlier of the first billing date after the date upon which the Customer commences taking service, or 30 days after the date that service is made available to the Customer. FortisAlberta reserves the right to enrol the Customer with its default retailer in the event that the Point of Service is not enrolled after 30 days that the service is made available.

FortisAlberta may elect to change a Customer's meter reading schedule.



Effective April 1, 2013

9.5 Billing Period

The billing period for a Point of Service means the timeframe between scheduled meter reading or usage estimate production dates as established by FortisAlberta, and generally ranges between 27 and 35 days. FortisAlberta will establish the billing period for a Point of Service in accordance with the Tariff Billing Code.

The amount charged to the Retailer and invoiced periodically (generally monthly) reflects the aggregate of charges for Electric Distribution Service provided to Customers of the Retailer, with consumption periods that end within the invoicing period.

9.6 Billing Information

An invoice to the Retailer for the amounts payable by the Retailer for Electric Distribution Service will set out the billing information in accordance with the Tariff Billing Code and in accordance with the following:

- (a) the total amount due from the Retailer for Electric Distribution Service provided by FortisAlberta to Customers of the Retailer;
- (b) details of the amount due from the Retailer for Electric Distribution Service provided by FortisAlberta as applicable to each of the Retailer's Customers; and
- (c) any other information required to be provided by FortisAlberta to the Retailer on an invoice pursuant to the Act and Regulations.

An invoice to the Retailer for Miscellaneous Service will set out the following information with:

- (a) the total amount due from the Retailer for Miscellaneous Service provided by FortisAlberta to the Retailer;
- (b) any other information required to be provided by FortisAlberta to the Retailer on an invoice pursuant to the Act and Regulations.

9.7 Payment of Account

The Retailer shall pay to FortisAlberta the amount invoiced within 10 calendar days after the invoice is issued. In the event that the tenth day after the bill is issued is not a Business Day, the Retailer shall pay to FortisAlberta the amount invoiced by the close of the first Business Day following the tenth day after the invoice is issued.



Effective April 1, 2013

FortisAlberta will establish an electronic billing and payment procedure for the payment of services hereunder. Notwithstanding such procedure, FortisAlberta will accept payment by electronic fund transfer or cheque if agreed to by FortisAlberta. An invoice will be deemed to have been paid when a valid payment has been received by FortisAlberta for the full amount.

9.8 Dispute of Amounts Owing

Should the Retailer dispute any amount owing, the Retailer shall nonetheless pay such disputed amount and subject the dispute for resolution in accordance with the Terms and Conditions. Following resolution of any such dispute, FortisAlberta will return any amount found owing to the Retailer forthwith. The right or ability of either party to dispute an invoice provided hereunder shall only apply to invoices rendered during a period of 1 year prior to the date that the disputing party first gives written notice of such dispute to the non-disputing party, or such longer period as may be applicable under the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time.

The Retailer shall pay all amounts owed to FortisAlberta for any of the Electric Distribution Service provided by FortisAlberta whether or not the Customer has paid the Retailer. Failure to receive an invoice in a timely way does not release a Retailer from the obligation to pay the amount owing on the invoice.

9.9 Late Payment

FortisAlberta shall add a late payment charge of 1.5% per month (19.56% per annum) on any overdue amounts for which payment has not been received by FortisAlberta from a Retailer either:

- (a) within 10 days after the date of issue of the invoice; or
- (b) in the event that the tenth day after the date of issue of the invoice is not a Business Day, by the close of the first Business Day following the tenth day after the date of issue of the invoice.

FortisAlberta reserves the right to assess a service charge to the Retailer in respect of any dishonoured payment returned by the Retailer's bank for any reason as defined in the Fee Schedule included herein as Appendix "A".

9.10 Collections

Any invoice rendered for which valid payment has not been received by the due date shall be considered past due. On the first day following the payment due date, late payment charges as set out in the Section 9.9 will be applicable to all overdue billed amounts, including arrears



Effective April 1, 2013

and previously unpaid late payment charges. Failure to make payments on time will also be subject to normal credit action, which may include, but is not limited to: reminder letters; notification by telephone; use of collection agencies; withholding of additional service and legal action.

9.11 Adjustment of Bills in Event of a Billing Error

For those Customers for whom the Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is applicable, where FortisAlberta overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, FortisAlberta shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time.

For those Customers for whom Regulated Rate Option Regulation made pursuant to the Act, as amended or replaced from time to time, is not applicable, where FortisAlberta overcharges or undercharges on a bill as a result of a billing error including, but not limited to, incorrect meter reads or any calculation, rate application or clerical errors, FortisAlberta shall render an adjusted bill for the amount of the undercharge, without interest, and shall issue a refund or credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- (a) if a Retailer is found to have been overcharged due to billing error, FortisAlberta will calculate the amount of the overcharge (for refund to the Retailer on the Retailer's next bill following the discovery of the billing error) up to a maximum of 12 months immediately preceding the month in which the billing error was discovered; or
- (b) if a Retailer is found to have been undercharged due to billing error, FortisAlberta will bill the Retailer for those billing periods during which a billing error occurred up to a maximum of 12 months immediately preceding the month in which the billing error was discovered.

Whenever FortisAlberta adjusts any bills to the Retailer in the event of billing error, and issues an adjusted bill or a refund or credit to the Retailer in respect thereof, the Retailer shall be responsible for adjusting bills and issuing refunds or credits as appropriate to the affected Customers.

If the period of billing error cannot be determined with reasonable accuracy because of a metering error, the undercharge or overcharge will be calculated in accordance with Section 10.6.



Effective April 1, 2013

9.12 Collection of Other Charges

FortisAlberta shall collect from the Retailer all franchise fees and sales, excise or other taxes imposed by governmental authorities that are applicable to Electric Distribution Service, including Electric Distribution Service and Miscellaneous Service, provided by FortisAlberta to Customers of the Retailer.

ARTICLE 10 - METERING

10.1 Meter Reading

FortisAlberta shall endeavour to make an actual meter reading for each Point of Service for which it provides Electric Distribution Service for Customers of the Retailer in accordance with FortisAlberta's meter reading schedule. At the request of the Retailer of a Customer, FortisAlberta shall endeavour to make an actual meter reading, off-cycle, and FortisAlberta will charge the Retailer for additional meter reading expense as set forth in the Fee Schedule included herein as Appendix "A".

At the request of the Retailer, or with the Retailer's consent, FortisAlberta may provide other metering services, above standard metering service, and may charge separate fees for such service.

10.2 Record

An accurate record of meter readings will be kept by FortisAlberta and will be the basis for billing by FortisAlberta to the Retailer in accordance with the Distribution Tariff.

10.3 Metering Signals

Metering signals in the form of energy pulses, reactive energy pulses or analogue values of watts and vars can be provided to a Retailer or a Customer upon request, and FortisAlberta will charge whichever of the Retailer or the Customer made the request as outlined in the Fee Schedule included herein as Appendix "A". If the Customer directly requests such information, in no circumstances shall the Retailer be liable for such charges.

10.4 Estimated Consumption and Demand

The Customer's Load will be estimated by FortisAlberta based on the best available sources of information and evidence in the following circumstances:

- (a) where the Customer's Point of Service is not metered;
- (b) where a meter is inaccessible due to conditions on the Customer's premises;



Effective April 1, 2013

- (c) where the meter is not scheduled to be read;
- (d) where it is determined that the amount of Energy used was different from that recorded or billed due to incorrect billing procedures;
- (e) where a meter reading schedule or a meter change creates a transition period in FortisAlberta's billing cycle;
- (f) where the automated reading system fails to deliver a meter read to FortisAlberta; or
- (g) if the seal of a meter is broken or if the meter does not register correctly, regardless of the cause.

A small service which would otherwise be metered with a thermal demand meter may be billed on an estimated demand if, in FortisAlberta's opinion, the demand can be estimated with reasonable accuracy.

The energy demand of certain equipment which is used for short periods of time, such as arc welders, does not fully register on thermal demand meters. Points of Service which include this type of equipment may be billed on an estimated demand.

FortisAlberta may disregard a new Peak Demand at a Point of Service for the purposes of billing the Distribution Tariff in the event such Peak Demand is the result of a Customer's behaviour in response to acts or omissions of FortisAlberta.

If requested by the Retailer, FortisAlberta will provide the Retailer with a description of the methodology used to calculate the Load estimate for the Customers of the Retailer.

10.5 Meter Testing

Measurement Canada regulates meter testing. At the request of a Retailer or Customer, FortisAlberta 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. FortisAlberta will charge a fee for meter testing pursuant to the Fee Schedule included herein as Appendix "A". If the meter is inaccurate, FortisAlberta will refund the fee and make appropriate adjustments to the applicable Customer or Retailer's bills. If the meter is found to be accurate, FortisAlberta will keep the fee to cover the cost of testing the meter.

10.6 Adjustments for Faulty Metering or Energy Theft

FortisAlberta may make consumption and demand adjustments for faulty metering:



Effective April 1, 2013

- (a) if the seal of a meter is broken or if the meter does not register correctly regardless of the cause;
- (b) when a Point of Service has been incorrectly metered, or when a meter is found to be inaccurate in accordance with the *Electricity and Gas Inspection Act* (Canada), R.S. 1985, c. E-4 as amended or replaced from time to time; in these cases FortisAlberta will make adjustments for a period not exceeding 3 months, unless it can be shown that the error was due to some specific reported cause, the date of which can be fixed, in which case the actual date shall be used; or
- (c) where a Point of Service is unmetered and any seal attached to motors or other equipment is broken or any unauthorized change in the Facilities has been made.

Notwithstanding Section 9.11, in any of the above noted cases FortisAlberta may make adjustments for the lesser of the period of the error or 1 year unless otherwise required to do so by any applicable governmental authority, legislation or regulation.

Where FortisAlberta determines that there has been unauthorized use of Electricity Services at a Point of Service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby FortisAlberta or a Retailer is denied full compensation for Electric Distribution Service provided, FortisAlberta may make changes in its meters, appliances or Facilities or take other appropriate corrective action, including where necessary the disconnection of the Point of Service and will bill the Retailer of Record for the Point of Service for FortisAlberta's estimate of such unauthorized use. Nothing in this Section shall limit any other rights or remedies that FortisAlberta or a Retailer may have in connection with such unauthorized use.

ARTICLE 11 - LOAD SETTLEMENT

11.1 Load Settlement Information

In accordance with the Settlement System Code, FortisAlberta shall provide the Load Settlement Services. FortisAlberta shall determine and report to the Retailer and the Independent System Operator the Load per hour for the aggregate of all Customers of the Retailer, as metered or estimated by FortisAlberta for Power Pool financial settlement purposes.

Only for Customers of the Retailer, a Retailer may request profiling and additional settlement information above the basic service provisions for Load Settlement specified in the Settlement System Code or information previously provided by FortisAlberta providing the Retailer provides a written request to FortisAlberta outlining the purpose for the additional settlement information.



Effective April 1, 2013

Upon satisfaction of the above requirements, FortisAlberta will advise the Retailer in a written proposal of the type of work, time of delivery and charges as set out in Appendix “A”.

11.2 No Liability for Estimating Errors

The process of Retailer Load estimation involves statistical samples and estimating errors. FortisAlberta shall not be responsible for any sampling or estimating errors and shall not be liable to any Retailer for any costs that are associated with such errors. FortisAlberta 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 this Article. No express or implied warranties of any kind shall apply to information or services provided by FortisAlberta to any person as part of such good faith performance, including without limitation implied warranties of fitness for a particular purpose.

ARTICLE 12 – LIABILITY AND INDEMNITY

12.1 FortisAlberta Liability

Notwithstanding any other provision of the Terms and Conditions or any provision of an agreement between FortisAlberta and a Responsible Party or between FortisAlberta and any other person, relating, directly or indirectly, to the provision of service under the Distribution Tariff (a “**FortisAlberta Agreement**”), FortisAlberta, its directors, officers, agents, employees and representatives (“**FortisAlberta Parties**”), shall not be liable to a Responsible Party, their directors, officers, agents, employees and representatives, or any other person in law, equity, tort or contract (the “**Applicable Parties**”) for any loss, injury, damage, expense, charge, cost or liability of any nature whatsoever suffered or incurred by Applicable Parties, or any of them, whether of a direct, indirect, special or consequential nature or whether incurred or suffered directly or as a result of a third party contract, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of FortisAlberta Parties, or any of them, except for direct property damages incurred by an Applicable Party as a direct result of a breach of the Terms and Conditions or applicable FortisAlberta Agreement or other act or omission by a FortisAlberta Party, which breach or other act or omission is caused by the negligence or wilful act or omission of such FortisAlberta Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the FortisAlberta Party acting negligently or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, “direct property damage” shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and Energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.



Effective April 1, 2013

12.2 Release

Subject to Section 12.1 above, none of the FortisAlberta Parties (as defined above) will be liable to Applicable Parties (as defined above) for any damages, costs, charges, expenses, injuries, losses, or liabilities suffered or incurred by Applicable Parties or any of them, howsoever and whensoever caused, and each Applicable Party hereby forever releases each of the FortisAlberta Parties from any liability or obligation in respect thereof.

12.3 FortisAlberta Not Liable to Customer

For greater certainty and without limitation to the foregoing in Sections 12.1 and 12.2 above, FortisAlberta Parties (as defined above) shall not be liable to a Customer party for any damages of any kind (except to the extent FortisAlberta is liable for such damages in accordance with Section 12.1):

- (a) caused by or arising from any FortisAlberta Party's conduct in compliance with or in breach of, or as permitted by, the Terms and Conditions, a Commitment Agreement, a Retail Service Agreement, an Interconnection Agreement or an Underground Electrical Distribution System Services Agreement between FortisAlberta and a Retailer, an Electric Service Agreement between FortisAlberta and a Customer, or any legal or regulatory requirements related to service provided to Responsible Party;
- (b) caused to the Customer and arising from any failure of a Retailer to comply with the Terms and Conditions, a Retail Service Agreement, any agreement with FortisAlberta relating to Electric Distribution Service 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 their obligation under Part 8 of the Act, to provide 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 Electricity Services including Electric Distribution Service.

12.4 Responsible Party Liability

12.4.1 General

In addition to any other liability provisions set out in the Terms and Conditions or any provision in a FortisAlberta Agreement, an Applicable Party (as defined above) shall be



Effective April 1, 2013

liable to the FortisAlberta Parties and indemnify and save harmless the FortisAlberta Parties for any damages, costs, charges, expenses, fees (including legal fees and disbursements on an indemnity basis), judgments, fines, penalties, injuries, losses, or any liabilities in law, equity, tort or contract suffered or incurred by FortisAlberta Parties (as defined above), whether of a direct or indirect nature or whether incurred or suffered directly or as a result of a third party contract, caused by or arising from any acts or omissions of an Applicable Party that result in a breach ("**Breach**") of the Terms and Conditions or the applicable FortisAlberta Agreement, or any negligent or wilful acts or omissions of an Applicable Party outside of a Breach. Any liability under this Section will be limited to an amount in proportion to the degree to which the Applicable Party is at fault. Any liability and indemnity provisions hereunder are in addition to, but do not limit, the liability protection provisions of the Act and Regulations.

The Responsible Party shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to FortisAlberta, its agents or employees, FortisAlberta property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of Energy over the wires, cables, devices or other Facilities owned or controlled by the Responsible Party; (ii) the Responsible Party's improper or negligent use of Energy or electric wires, cables, devices or other Facilities; or (iii) the negligent acts or omissions or wilful acts or omissions of the Responsible Party or any person permitted on such Responsible Party's property.

12.4.2 Indemnification by Retailer to FortisAlberta for Third Party Claims

- (a) A Retailer (the "**Indemnitor**") shall indemnify and hold harmless FortisAlberta Parties (as defined above) ("**Indemnitee(s)**") from and against any damages, injuries, losses and other liabilities claimed against the Indemnitee or any of them, and all related costs and expenses (including reasonable legal fees) suffered or incurred by any of them in relation to any claims, causes of action, actions, suits or proceedings by a third party ("**Claim**") which arise from damage to property or injury to or death of persons resulting from the Indemnitor's failure to perform its obligations under the Terms and Conditions or the applicable FortisAlberta Agreement (as defined above), which failure is caused by the negligence or wilful act or omission of harm of the Indemnitor acting within the scope of its authority or employment. The indemnity under this Section will be limited to an amount in proportion to the degree to which the Indemnitor is at fault.
- (b) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Section, such Indemnitee will give the Indemnitor prompt notice of the Claim, which shall describe the Claim in reasonable detail and shall indicate the estimated amount, if practicable, of the indemnifiable loss that has been or may be sustained by the Indemnitee. The failure to promptly notify the Indemnitor hereunder shall not relieve the Indemnitor of its obligations hereunder,



Effective April 1, 2013

except to the extent that the Indemnitor is actually and materially prejudiced by the failure to so notify promptly.

- (c) Subject to Section 12.4.2(b) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Section 12.4.2(a) in respect of:
- i. all of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 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 defence 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 defence, settlement or compromise of the Claim; or
 - ii. some, but less than all, of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 10 days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the Indemnitee is of the opinion that the Indemnitor's interests are not in conflict with its own, the Indemnitee shall make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to that portion of the Claim in respect of which the Indemnitor has an obligation to indemnify the Indemnitee and consult with the Indemnitor in respect thereof.

The Indemnitee shall not make any admission of the liability regarding, or settle or compromise, that portion of the Claim in respect of which the Indemnitor has acknowledged its obligation to indemnify the Indemnitee without the written consent of the Indemnitor, which consent shall not be unreasonably withheld.

The provisions of this Section 12.4.2 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 defences in relation to the Claim that conflict with legal defences being asserted by the Indemnitor.



Effective April 1, 2013

12.5 Force Majeure

12.5.1 Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects FortisAlberta's ability to provide a Service Connection or other interconnection to its Electric Distribution System or Electric Distribution Service, FortisAlberta's obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its Electric Distribution System or the provision of Electric Distribution Service, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended without liability to the Responsible Party until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Electric Distribution Service. The Minimum Charge, if applicable, will continue to be payable during the period in which FortisAlberta claims relief by reason of Force Majeure.

12.5.2 Notice

FortisAlberta shall promptly give the relevant party notice of the Force Majeure including full particulars thereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of FortisAlberta's obligations.

12.5.3 Obligation to Remedy

FortisAlberta shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

12.5.4 Strikes and Lockouts

Notwithstanding any other provision of the Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance affecting FortisAlberta shall be wholly in the discretion of FortisAlberta and FortisAlberta may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling of such strike, lockout or industrial disturbance shall constitute a cause or event within the control FortisAlberta or deprive FortisAlberta of the benefits of this Section 12.5.

12.6 Events of Default

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

- (a) is the subject of a bankruptcy, insolvency or similar proceeding;



Effective April 1, 2013

- (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; or
- (d) fails to pay the other party (“**Non-Defaulting Party**”) when payment is due, or to satisfy any other material obligation under the Terms and Conditions or the Retail Service Agreement including, without limiting the generality of the foregoing, fulfilling the creditworthiness requirements as set forth in Article 6, in accordance with the Terms and Conditions, and fails to remedy the failure or satisfy the obligation, as the case may be, within 10 Business Days after receipt of written notice thereof from the Non-Defaulting Party.

In an event of default, the Non-Defaulting Party shall, subject to the 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.

ARTICLE 13 – ARBITRATION

13.1 Resolution by FortisAlberta and Responsible Party

Except as set out in Section 13.11, if any dispute between FortisAlberta and a Responsible Party shall arise at any time in connection with the Terms and Conditions which is not otherwise resolved, both FortisAlberta and the Responsible Party, acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner.

13.2 Resolution by Arbitration

If any dispute has not been resolved within 30 days after written notice from FortisAlberta or the Responsible Party to the other of their desire to have the dispute resolved, then upon written notice by either party the dispute may be resolved through other proceedings, including arbitration, on the terms set out herein or on such terms as otherwise agreed to by the parties.

Notwithstanding anything herein, any disputed matters between FortisAlberta and a Responsible Party 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.



Effective April 1, 2013

13.3 Arbitrators

Where FortisAlberta and a Responsible Party have agreed to arbitrate a dispute or difference in connection with the Terms and Conditions, the dispute or difference shall be referred to a single arbitrator, agreed upon by both parties. In the event that the parties cannot agree to a single arbitrator within 10 days of agreeing to proceed by way of arbitration, the dispute or difference shall be referred to a Commission of Arbitrators consisting of 1 arbitrator to be appointed by each of FortisAlberta and the Responsible Party, and which arbitrators shall, by instrument in writing, jointly appoint a third arbitrator within 20 days of written notice for arbitration, after they are themselves appointed, unless FortisAlberta and the Responsible Party concur in the appointment of a single arbitrator. The arbitrator or arbitrators shall render a decision within 90 days of the latest appointment.

If an arbitration decision is not made within the time herein provided, then until it is so made and unless the other party has taken any of the actions referred to in this paragraph, a party, upon 30 days' notice to the other party and to the arbitrators, may: (i) cancel the appointment of the arbitrator previously made and initiate new arbitration proceedings by a new notice to the other party pursuant to this Section; or (ii) cancel such arbitration proceedings and proceed in the courts as though Article 13 did not exist.

13.4 Refusal to Appoint an Arbitrator

If either FortisAlberta or the Responsible Party shall neglect or refuse to appoint an arbitrator within 10 days after the other party (provided such other party has appointed their arbitrator) has served FortisAlberta or the Responsible Party, as the case may be, with written notice to make the appointment, the party who has appointed their arbitrator shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default.

13.5 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by FortisAlberta and the Responsible Party have not, within 20 days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either FortisAlberta or the Responsible Party shall be entitled to apply, upon notice to the other party, to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.

13.6 Technical Competence

Any arbitrator appointed under the provisions of this Article whether by concurrence of FortisAlberta and the Responsible Party, 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



Effective April 1, 2013

appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable the arbitrator to properly adjudicate upon the dispute or difference.

13.7 Compensation of Arbitrators

Each party shall be responsible for the costs of the arbitrator appointed by it hereunder. The costs of a single arbitrator or the third arbitrator, as the case may be, shall be determined by the arbitrator(s).

13.8 Application of the *Arbitration Act* (Alberta)

The arbitration shall be conducted in accordance with the *Arbitration Act* (Alberta), R.S.A. 2000, c. A-43, (the “Arbitration Act”) as amended or replaced from time to time. In the event of a conflict between the Terms and Conditions and the Arbitration Act, the Terms and Conditions shall prevail.

13.9 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, and not subject to appeal.

13.10 Continuity of Electric Distribution Service

All performance required under the Terms and Condition by FortisAlberta and the Responsible Party and payment shall continue during the dispute resolution proceedings contemplated by this Article.

ARTICLE 14 – ADDITIONAL PROVISIONS RELATING TO ELECTRIC DISTRIBUTION SERVICES

14.1 Ownership of Facilities

FortisAlberta remains the owner of all Facilities necessary to provide Electric Distribution Service to Customers unless an agreement between FortisAlberta and the Responsible Party specifically provides otherwise.

Payment made by Customers for costs incurred by FortisAlberta in installing Facilities does not entitle Customers to ownership of any such Facilities, unless an agreement between FortisAlberta and the Customer specifically provides otherwise.



Effective April 1, 2013

14.2 Proper Use of Services

A Customer assumes full responsibility for the proper use of the Service Connection and Electric Distribution Service provided by FortisAlberta and for the condition, suitability and safety of any and all wires, cables, devices or appurtenances energized by Energy on the Customer's premises or on premises controlled by the Customer that are not the Customer's property.

14.3 New Facilities and Electric Distribution Service Additions

FortisAlberta 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 as provided for in the Billing Regulation made pursuant to the Act, as may be amended or replaced from time to time. FortisAlberta reserves the right to charge the Customer directly for any amounts required to be provided by the Customer under the Terms and Conditions.

14.4 Service Interruption

FortisAlberta operates its electric system so as to maintain a voltage within the limits set out in Canadian Standards Association Standard C235. While FortisAlberta takes reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service.

Without liability of any kind to FortisAlberta, it shall have the right to disconnect or otherwise curtail, interrupt or reduce Electric Distribution Service to Responsible Parties whenever FortisAlberta reasonably determines, or when FortisAlberta is directed by the Independent System Operator, that such a disconnection, curtailment, interruption or reduction is: (i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of FortisAlberta's Facilities; (ii) to maintain the safety and reliability of FortisAlberta's Electric Distribution System; or (iii) due to any other reason, including dangerous or hazardous circumstances, emergencies, forced outages, potential overloading of FortisAlberta's Electric Distribution System, system security reasons or as a result of Force Majeure.

14.5 Independent System Operator or Transmission Facility Owner Requirements

The Responsible Parties acknowledge and agree that FortisAlberta 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 Responsible Party acknowledges and agrees that they will cooperate with FortisAlberta so that FortisAlberta 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



Effective April 1, 2013

emergencies, and supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

14.6 Compliance with Applicable Legal Authorities

FortisAlberta and the Responsible Parties 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 Independent System Operator or of governmental authorities having applicable jurisdiction. FortisAlberta will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide a Service Connection or Electric Distribution Service to the Responsible Parties. FortisAlberta'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.

14.7 No Assignment of Agreements and Invalidity of Contractual Provisions

A Responsible Party shall not assign any of their rights or obligations under the Terms and Conditions, a Commitment Agreement, an Electric Service Agreement, an Interconnection Agreement, a Retail Service Agreement, an Underground Electrical Distribution System Services Agreement or any other agreement with FortisAlberta relating to a Point of Service or Electric Distribution Service without obtaining any necessary regulatory approvals and FortisAlberta's approval where required in such agreement. No assignment shall relieve the Responsible Party of any of their obligations under the Terms and Conditions or any other agreement with FortisAlberta relating to a Point of Service or Electric Distribution Service until such obligations have been acknowledged by FortisAlberta to have been assumed by the assignee and FortisAlberta has agreed to the assumption. Any assignment in violation of this Section shall be void.

If any provision of the Terms and Conditions, a Commitment Agreement, an Electric Service Agreement, an Interconnection Agreement, a Retail Service Agreement, an Underground Electrical Distribution System Services Agreement or any other agreement with FortisAlberta 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.



Effective April 1, 2013

14.8 No Waiver

The failure of FortisAlberta or a Responsible Party to insist in any one or more instances upon strict performance of any provisions of the Terms and Conditions, an Electric Service Agreement, a Retail Service Agreement or any other agreement between the Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder or thereunder, which shall remain in full force and effect. No term or condition of the Terms and Conditions or any other agreement between the Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

14.9 Law

The Terms and Conditions and any other agreement between a Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service 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 action or proceeding arising in connection with the Terms and Conditions and any other agreement between a Responsible Party and FortisAlberta relating to a Point of Service or Electric Distribution Service shall be brought in the courts of the Province of Alberta.

14.10 Requirement to Enter into New Contracts

In accordance with the provisions of the Act and the Regulations made thereunder, after December 31, 2000, FortisAlberta came to act solely as a wire services provider providing Service Connections and Electric Distribution Service and was no longer responsible for providing electricity directly to Customers. As a result of these changes, many of the provisions contained in existing agreements FortisAlberta has with Responsible Parties relating to the provision of a Service Connection or Electric Distribution Service are no longer relevant. As such, FortisAlberta reserves the right to cause applicable Parties to enter into new agreements that reflect the changes necessary to conform to the new role assigned to FortisAlberta.

14.11 Notice

Unless otherwise stated herein, all notices, demands or requests required or permitted under the Terms and Conditions or any agreement with a Responsible Party with FortisAlberta for a Service Connection or Electric Distribution Service shall be in writing and shall be



**FortisAlberta Inc.
Retailer Terms and Conditions
of Electric Distribution Service**

Page 41

Effective April 1, 2013

personally delivered or sent by courier-service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Retailer, to the address set out in the Retail Service Agreement between the Retailer and FortisAlberta.

If to FortisAlberta, to:

FortisAlberta Inc.
320 - 17th Ave. S.W.
Calgary, Alberta
T2S 2V1

Fax: (403) 514-4001

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



Effective April 1, 2013

APPENDIX A – FEE SCHEDULE

The fees and charges indicated by this schedule are non-refundable and are charged to the Retailer, unless otherwise specified or as otherwise determined by FortisAlberta.

<p>1. Reconnection</p>	<p>This fee is applicable to a reconnection request that is to be completed during the normal business hours of FortisAlberta (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays), including a reconnection after a disconnection as a result of:</p> <ul style="list-style-type: none"> • non-compliance with applicable laws, codes, rules or FortisAlberta requirements; • non-payment; • Customer initiated alterations to the electrical system; or • a Customer-requested disconnection. 	<p>\$117.00 reconnection fee, plus an additional \$81.00 fee if the following criteria are met:</p> <p>(1) the Customer is reconnected less than 12 months after the Customer requested a disconnection; and</p> <p>(2) the Customer did not pay appropriate Idle Service Charges during the period of disconnection.</p>
<p>2. Rush Connection</p>	<p>This fee is applicable to an immediate or urgent reconnection request. This reconnection request is only available in emergency situations (such as where weather, personal welfare or safety may be an issue) and where an error on the part of a Retailer or FortisAlberta resulted in the disconnection. A Rush Connection is not available for the purposes of obtaining priority service.</p>	<p>\$117.00</p>
<p>3. After Hours Reconnection</p>	<p>This fee is applicable to a reconnection request that is to be completed outside of the normal business hours of FortisAlberta (which are currently 8:00 AM – 4:00 PM, Monday through Friday, excluding holidays). An after-hours reconnection is only available if FortisAlberta can arrange to have the appropriate staff available outside of normal business hours, and in any event, only if the reconnection can be completed by FortisAlberta between 4:00 PM and 10:00 PM.</p>	<p>\$254.00</p>



Effective April 1, 2013

<p>4.</p>	<p>Service Trips</p> <p>(a) This fee is applicable to a Customer when a trip to a Customer’s Point of Service is required as a result of any of the following:</p> <ul style="list-style-type: none"> • non-compliance with applicable laws, codes, rules, the Terms and Conditions or other requirements of FortisAlberta; • unsafe conditions; • deficiencies related to Customer facilities; or • the request for service is cancelled or deferred after FortisAlberta field staff have been mobilized. <p>(b) A Customer will be required to pay the actual costs of a Customer requested service call if it is determined by FortisAlberta that the source of the Customer’s problem is the Customer facilities and not FortisAlberta’s Facilities.</p>	<p>\$117.00</p>
<p>5.</p>	<p>No Access</p> <p>This fee is applicable when access to a site is considered by FortisAlberta’s employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused.</p>	<p>\$117.00</p>
<p>6.</p>	<p>Off-Cycle Meter Reading</p> <p>This fee is applicable when an off-cycle meter read is requested.</p>	<p>\$36.00</p>
<p>7.</p>	<p>Interval Meter Installation</p> <p>For Interval Meter installation at Points of Service with a Contract Minimum Demand of less than 333 kW (which coincides with an Operating Demand of less than 500 kW) (does not apply to DG Customers who own and poll the meters). This will be charged directly to the Customer.</p>	<p>Incremental cost on a per site basis (including time and materials but excluding additional cost of meter itself)</p>



Effective April 1, 2013

<p>8. Meter Testing</p>	<p>This fee is applicable when a request to test a meter is received. The fee will be refunded by FortisAlberta if the meter is determined by FortisAlberta to be faulty through no fault of the Customer. This fee may be charged directly to the Customer.</p>	<p>\$112.00 for Residential and Farm Customers and \$132.00 for all other Customers</p>
<p>9. Meter Signal</p>	<p>This fee is applicable to cover the time and material associated with meter signal requests. Costs can vary a great deal by service and must be determined on a site-by-site basis. This will be charged directly to the Customer.</p>	<p>Material cost to be determined on an individual site basis. Time cost is \$25.00/hr for a regular meter and \$51.00/hr for an interval meter, subject to a 1 hour minimum charge</p>
<p>10. Meter Tampering</p>	<p>FortisAlberta shall be entitled to recover its direct and indirect costs and damages suffered as a result of any unauthorized use of Electricity Services, including, but not limited to, a broken seal, unauthorized connection or reconnection, energy theft, fraud or any other unauthorized use that requires FortisAlberta to take corrective action. This is exclusive of any costs or damages that may be imposed or suffered as a result of consumption and demand adjustments.</p>	<p>Costs incurred and damages suffered (in each case, both direct and indirect) by FortisAlberta</p>
<p>11. Customer Usage Information Request</p>	<p>This fee is applicable when a request is made for specific Customer Usage Information for a period more than 425 calendar days from the request date. This will be charged directly to the requesting party.</p>	<p>\$25.00/hr for a regular meter and \$51.00/hr for an interval meter With a 1 hour minimum charge</p>



**FortisAlberta Inc.
Retailer Terms and Conditions
of Electric Distribution Service**

Page 45

Effective April 1, 2013

<p>12. Settlement History or Confirmation of Settlement Data</p> <p>This fee is applicable when a request is made for historical Load Settlement data and an investigation is required to be performed by FortisAlberta in respect of suspect data or suspected undelivered data. In the event that the data is, in the opinion of FortisAlberta, substantively incorrect or undelivered, the fee will be waived. This will be charged directly to the requesting party.</p>	<p>\$51.00/hr</p> <p>With a 1 hour minimum charge</p>
<p>13. Site ID Search</p> <p>This fee is applicable when a request is made for a site ID that is in the wire service provider site ID catalogue.</p>	<p>\$15.00</p>
<p>14. Dishonoured Payments</p> <p>This fee is applicable for all dishonoured cheques or other payment dishonoured, rejected or reversed by any financial institution for any reason. This will be charged directly to the defaulting party.</p>	<p>\$20.00</p>
<p>15. Excess Wattage</p> <p>Festive lighting service is available to municipalities who require decorative lighting for the Christmas season or other festive occasions during the months of December through February. A municipality may install festive lighting with a total wattage of up to 15% of their total street lighting wattage for a six week period at no charge. Any wattage in excess of 15% is charged the Excess Wattage charge. This will be charged directly to the municipality.</p>	<p>\$1.00 per kW per day</p>



Effective April 1, 2013

APPENDIX B – DISCONNECT OF A POINT OF SERVICE

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

1. Where a Retailer requests FortisAlberta to disconnect a Customer, the Retailer shall provide to FortisAlberta updated Customer Information. FortisAlberta reserves the right, but is not obligated, to notify the Customer of the pending transaction, verify the identity of the Customer of the Retailer, and the accuracy of the Customer Information that has been provided by the Retailer. FortisAlberta will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer.
2. A Retailer may request that FortisAlberta disconnect a Point of Service by providing a notice of De-Energization pursuant to the requirements of the Retailer Guidebook and the Settlement System Code. Such notice of De-Energization shall clearly specify the Retailer's reasons for seeking to disconnect a Point of Service. Upon receipt of such notice, FortisAlberta will, in compliance with the Settlement System Code, either process the De-Energization request or notify the Retailer that the notice of De-Energization had been rejected and the reason(s) for such rejection.
3. Unless otherwise requested by the Retailer, FortisAlberta:
 - (a) will schedule a disconnect between 8:00 A.M. to 4:00 P.M.;
 - (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 disconnects in that area to occur once every 10 Business Days.
4. The Retailer is responsible to ensure that its Customer is provided notice of a disconnection and for the consequences of the disconnection. FortisAlberta will have no liability for any disputes between the Customer and the Retailer in relation to a disconnection.
5. FortisAlberta may reject the disconnection request if FortisAlberta, acting reasonably, determines that any information required in the application, including the Customer Information provided by the Retailer, is false, incomplete or inaccurate in any respect.
6. FortisAlberta will not process a disconnection if FortisAlberta believes disconnection would cause any actual or threatened danger to life or property.



Effective April 1, 2013

7. FortisAlberta will not disconnect a residential or farm service Customer:
 - (a) at any time during the period from October 15 to April 15; or
 - (b) at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the proposed disconnection,

although FortisAlberta reserves the right to install a device to limit or reduce the amount of Energy provided to the Customer.

8. The Retailer shall remain responsible for Electricity Services to the Customer until the earlier of:
 - (a) a replacement Retailer is appointed and in place for the Customer; or
 - (b) the Customer's Point of Service is Permanently Disconnected.

9. If a Retailer requests a De-Energization due to vacancy, FortisAlberta will dispatch the appropriate resources to execute the De-Energization. Should it become apparent that the Point of Service is occupied and the Customer is not on-site when FortisAlberta arrives to De-Energize, FortisAlberta reserves the right to reject or suspend the De-Energize request and not to De-Energize immediately, but rather leave a warning notice in order to give the Customer the opportunity to make appropriate arrangements for electricity service.

10. At the request of the Retailer or the Customer, FortisAlberta will leave all of its Facilities in place after the Point of Service has been De-Energized if the Retailer or Customer, as applicable, agrees to pay Idle Service Charges.