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**EPCOR Energy Alberta Inc.**

**Regulated Rate Tariff – Terms and Conditions**

**Effective December 2, 2011**

# Table of Contents

<b>ARTICLE 1 – PREAMBLE</b> .....	<b>1</b>
1.1 PROVISION OF REGULATED RATE SERVICE .....	1
<b>ARTICLE 2 – DEFINITIONS AND INTERPRETATION</b> .....	<b>1</b>
2.1 DEFINITIONS .....	1
2.2 CONFLICTS .....	4
2.3 HEADINGS .....	4
2.4 EXTENDED MEANINGS .....	4
2.5 CHARGES AND FEES .....	4
<b>ARTICLE 3 – GENERAL PROVISIONS</b> .....	<b>4</b>
3.1 EFFECTIVE DATE .....	4
3.2 CUSTOMERS BOUND BY REGULATED RATE TARIFF .....	5
3.3 MODIFICATION OF REGULATED RATE TARIFF .....	5
3.4 REGULATORY APPROVAL AND AMENDMENT .....	5
3.5 APPLICABLE TAXES .....	5
3.6 LANDLORD INFORMATION .....	5
<b>ARTICLE 4 – REGULATED RATE SERVICE</b> .....	<b>6</b>
4.1 AVAILABILITY .....	6
4.2 REQUIREMENTS FOR OBTAINING REGULATED RATE SERVICE .....	6
4.3 REFUSAL OF REGULATED RATE SERVICE .....	7
4.4 CREDIT INFORMATION .....	7
4.5 CUSTOMER CHANGE OF NAME OR INFORMATION .....	7
4.6 FAILURE TO PROVIDE INFORMATION SERVICES .....	7
<b>ARTICLE 5 – FINANCIAL SECURITY REQUIREMENTS</b> .....	<b>8</b>
5.1 REQUIREMENT FOR DEPOSIT .....	8
5.2 WAIVER OF DEPOSIT REQUIREMENT .....	8
5.3 MAXIMUM DEPOSIT .....	8
5.4 USE OF DEPOSIT FOR NON-PAYMENT .....	8
5.5 RETURN OF DEPOSIT .....	9
5.6 INTEREST PAYABLE ON DEPOSITS .....	9
<b>ARTICLE 6 – CLOSING AN ACCOUNT</b> .....	<b>9</b>
6.1 NOTICE TO CLOSE AN ACCOUNT .....	9
6.2 NOTICE TO TRANSFER TO AN UNREGULATED RETAILER .....	9
6.3 RELOCATION OF CUSTOMER .....	9
6.4 NO ASSIGNMENT .....	9
6.5 REFUND CHEQUES .....	10
<b>ARTICLE 7 – MEASUREMENT OF ENERGY CONSUMPTION</b> .....	<b>10</b>
7.1 MEASUREMENT PROVIDED BY EDTI AND FORTIS .....	10
7.2 METER TESTING .....	10
<b>ARTICLE 8 - BILLINGS AND PAYMENT</b> .....	<b>10</b>
8.1 BILLING PRACTICES .....	10
8.2 RESPONSIBILITY FOR PAYMENT AFTER ACCOUNT CLOSURE .....	11
8.3 RESPONSIBILITY TO PAY AND REMEDIES FOR NON-PAYMENT .....	11
8.4 ADJUSTMENTS TO BILLS .....	12
8.5 LATE PAYMENT CHARGE .....	12
8.6 RESTORATION OF REGULATED RATE SERVICE .....	12
8.7 PARTIAL PAYMENTS .....	12
8.8 OVER PAYMENTS .....	12
8.9 DISHONoured PAYMENTS .....	12
8.10 NOVELTY PAYMENTS .....	12
8.11 OTHER OCCUPANTS' LIABILITY FOR PAYMENT .....	13
8.12 OWNER'S LIABILITY FOR PAYMENT .....	13
8.13 DISCONNECTION FOR SAFETY OR BUSINESS REASONS .....	13

EPCOR Energy Alberta Inc.

---

8.14	LOST BILLS .....	14
8.15	RESPONSIBILITY FOR COLLECTION COSTS .....	14
8.16	DISHONORED PAYMENTS .....	14
<b><u>ARTICLE 9 - RESPONSIBILITY AND LIABILITY</u></b> .....		<b>14</b>
9.1	REQUIREMENTS IN THE EUA .....	14
9.2	INTERRUPTION OF REGULATED RATE SERVICE.....	15
9.3	FORCE MAJEURE.....	15
9.4	LIMITATION ON EEAI LIABILITY TO CUSTOMER.....	15
9.5	DISTRIBUTION TARIFF .....	15
9.6	INDEMNIFICATION BY CUSTOMER .....	15
9.7	EEAI INDEMNIFICATION .....	16
9.8	EEAI SERVICE GUARANTEE.....	16
<b><u>ARTICLE 10 - DISPUTE RESOLUTION</u></b> .....		<b>17</b>
10.1	DISPUTED CHARGES .....	17
10.2	RESOLUTION BY EEAI AND CUSTOMERS .....	17
10.3	RESOLUTION BY A THIRD PARTY .....	17
<b><u>ARTICLE 11 - MISCELLANEOUS</u></b> .....		<b>18</b>
11.1	COMPLIANCE WITH APPLICABLE LEGAL AUTHORITIES.....	18
11.2	NO WAIVER .....	18

## **ARTICLE 1 – PREAMBLE**

### **1.1 Provision of Regulated Rate Service**

EDTI and Fortis have made arrangements with EEAI to perform EDTI and Fortis' obligations to provide Regulated Rate Service to eligible Customers in their service area. EEAI provides Regulated Rate Service under its Regulated Rate Tariff that has been approved by the Commission and includes these RRT Terms and the Price Schedules. These Price Schedules set out the rates, charges and fees approved by the Commission for Regulated Rate Service provided by EEAI.

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

The Regulated Rate Tariff is available for public inspection at EEAI's website [www.epcor.ca](http://www.epcor.ca) and during normal business hours at EEAI's business offices at 2000 - 10423 101 Street, Edmonton, Alberta.

## **ARTICLE 2 – DEFINITIONS AND INTERPRETATION**

### **2.1 Definitions**

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

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

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

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

**“Company”** means EEAI.

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

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

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

EPCOR Energy Alberta Inc.

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

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

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

**“EEAI”** means EPCOR Energy Alberta Inc.

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

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

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

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

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

**“Force Majeure”** means circumstances not reasonably within the control of EEAI including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, interruption of supply, goods or services including electricity or the electricity Distribution Access Service, the intervention of federal, provincial, or local government or from any of their agencies or boards, excluding decisions and/or orders made by the Commission in the normal course of exercising its authority to establish the revenue requirement of the parties to this agreement, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise.

**“Fortis”** means FortisAlberta Inc.

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

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

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

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

**“Owner”** means owner of a Distribution System.

EPCOR Energy Alberta Inc.

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

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

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

**“Property Owner”** means:

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

**“RRO”** means Regulated Rate Option.

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

**“Regulated Rate Service”** means:

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

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

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

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

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

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

**“Service”** means Regulated Rate Service.

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

## EPCOR Energy Alberta Inc.

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

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

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

### 2.2 Conflicts

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

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

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

### 2.3 Headings

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

### 2.4 Extended Meanings

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

### 2.5 Charges and Fees

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

## **ARTICLE 3 – GENERAL PROVISIONS**

### 3.1 Effective Date

These RRT Terms have been approved by the Commission in Decision 2011-472, and are effective as of December 2, 2011.

## EPCOR Energy Alberta Inc.

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### **3.2 Customers Bound by Regulated Rate Tariff**

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

### **3.3 Modification of Regulated Rate Tariff**

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

### **3.4 Regulatory Approval and Amendment**

Other than minor or routine changes in accordance with Article 3.3, EEAI may only amend the RRT Terms with approval of the Commission. Whenever the Commission approves an amendment to the RRT Terms or an amendment otherwise takes effect, the applicable section(s) of the RRT Terms will be revised to incorporate the amendments and the effective date of the amendments will be indicated in the revised section(s). The Commission will acknowledge the notice of the amendment to the RRT Terms within 60 days after such notice is filed, or the Commission will direct a further process to deal with the requested changes as the Commission deems to be appropriate.

### **3.5 Applicable Taxes**

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

### **3.6 Landlord Information**

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

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

## **ARTICLE 4 – REGULATED RATE SERVICE**

### **4.1 Availability**

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

### **4.2 Requirements for Obtaining Regulated Rate Service**

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

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

If EEAI accepts a Customer's application, EEAI will open an account for the Customer for Service at the applied for Site and the Customer shall be the Customer of Record for the Site. The Customer will be responsible to pay to EEAI all amounts charged to the account from the time the Customer of Record begins receiving service until the date the account is closed as provided in Article 6.

## EPCOR Energy Alberta Inc.

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### 4.3 Refusal of Regulated Rate Service

EEAI reserves the right to refuse to provide Service when:

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

### 4.4 Credit Information

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

Complete details of EEAI's privacy policy and practices are available online at [www.epcor.ca](http://www.epcor.ca), or in printed form by request of the Customer to EEAI.

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

- (a) full name, address, telephone number (home, work, and cellular), birthdates to allow EEAI to determine a Customer's credit rating, and/or
- (b) other personal information to identify the prospective Customer.

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

### 4.5 Customer Change of Name or Information

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

### 4.6 Failure to Provide Information Services

If, after notice of a deficiency, and reasonable opportunity to remedy any deficiencies, a

EPCOR Energy Alberta Inc.

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prospective Customer or existing Customer fails to provide information requested in accordance with Article 4.4 and does not provide a security deposit in accordance with Article 5, EEAI may either:

- (a) refuse to provide Service to the prospective Customer, or
- (b) discontinue or request a disconnection of Service to the existing Customer.

**ARTICLE 5 – FINANCIAL SECURITY REQUIREMENTS**

**5.1 Requirement for Deposit**

EEAI may require a deposit or an increase in an existing deposit by a Customer in circumstances it considers appropriate, including, without limitation, the following circumstances:

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

**5.2 Waiver of Deposit Requirement**

EEAI may waive the requirement for a deposit by a Customer in the following circumstances:

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

**5.3 Maximum Deposit**

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

**5.4 Use of Deposit for Non-Payment**

A deposit provided by a Customer may be applied against any amounts owed for Service. A new deposit may be assessed in this case.

## EPCOR Energy Alberta Inc.

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### **5.5 Return of Deposit**

A deposit made by a Customer must be returned to the Customer after a satisfactory payment history over a period of 12 consecutive months or when the Customer's Service is terminated and the Customer's account is closed. Where a Customer's Service is terminated and the Customer's account is closed for non-payment, or an outstanding amount remains after the account is closed at the Customer's request, prior to any refund, the deposit will be applied to the balance owing by the Customer to EEAI.

### **5.6 Interest Payable on Deposits**

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

## **ARTICLE 6 – CLOSING AN ACCOUNT**

### **6.1 Notice to Close an Account**

Subject to Article 6.2, a Customer may close an account for Service at a Site by giving EEAI notice to close the account. In order to close the account on a specified date, EEAI requires at least three Business Days prior notice. EEAI may request proof that the Customer will no longer be responsible for the Site after that date. EEAI will determine whether a final meter reading is required and the Customer will pay EEAI all charges for a final meter reading incurred by EEAI in accordance with EDTI or Fortis' Distribution Tariff.

### **6.2 Notice to Transfer to an Unregulated Retailer**

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

### **6.3 Relocation of Customer**

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

### **6.4 No Assignment**

Service under the Regulated Rate Tariff is not assignable. The benefits and obligations of any service contract shall begin when EEAI commences to supply Service, and shall enure to the

EPCOR Energy Alberta Inc.

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benefit of and be binding upon the Customer's respective heirs, personal representatives, and successors.

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

## **6.5 Refund Cheques**

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

## **ARTICLE 7 – MEASUREMENT OF ENERGY CONSUMPTION**

### **7.1 Measurement provided by EDTI and Fortis**

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

### **7.2 Meter Testing**

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

## **ARTICLE 8 - BILLINGS AND PAYMENT**

### **8.1 Billing Practices**

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

Charges for Regulated Rate Services are due on the statement date noted on the Customer's bill.

Once per month, or within a time period reasonably close to a month, EEAI will send a Customer a bill for Service provided to the Customer during the previous month, or an amount of time reasonably close to a month, calculated in accordance with the Price Schedules. The bill may be combined with a bill for other services that are not subject to the RRO Regulation provided to the Customer by EEAI. In the event that a Customer does not provide EEAI with notice in

## EPCOR Energy Alberta Inc.

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accordance with Article 4.2, the issuance of the bill may be delayed. The Customer's obligation to pay the amount set out in the bill shall continue despite any failure of EEAI to provide a bill in a timely fashion. EEAI will not issue bills for charges pertaining to periods greater than 12 months prior to the billing date except in circumstances outside of EEAI's control.

### **8.2 Responsibility for Payment after Account Closure**

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

### **8.3 Responsibility to Pay and Remedies for Non-Payment**

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

EEAI will use the following process prior to disconnection of a Customer's Service Connection(s) for failure by the Customer to pay an amount billed by EEAI:

- (a) If payment of a bill is not received 30 days subsequent to the statement date specified on a bill, EEAI will call the Customer and/or send the Customer a written notice indicating that payment has not been received and that to ensure continuation of service, payment of arrears must be received within seven Business Days of the date of the call or written notice.
- (b) If the Customer does not contact EEAI within seven Business Days of the date of the call or written notice to make satisfactory arrangements to pay the outstanding bill, EEAI will call or send a written notice to the Customer. The Customer will be advised that satisfactory payment arrangements must be made within four Business Days or Service will be disconnected.
- (c) If the Customer does not pay the outstanding bill within four Business Days after the warning is provided, EEAI may without further notice to the Customer instruct EDTI or Fortis to disconnect the Customer's Service Connection.

Prudent and reasonable collection costs incurred by EEAI may be added to the Customer's bill. If a Customer's Service is discontinued by EEAI or disconnected under the EDTI's or Fortis' Terms and Conditions, any unpaid charges in the account may be transferred to any other Service account held by the same Person as the Customer and any deposit held in respect of such account may be applied against the unpaid charges.

## EPCOR Energy Alberta Inc.

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### **8.4 Adjustments to Bills**

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

### **8.5 Late Payment Charge**

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

### **8.6 Restoration of Regulated Rate Service**

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

### **8.7 Partial Payments**

Partial payments on an account will be applied to the unpaid amounts (including amounts for any other services not included in Services) outstanding on the oldest bills. If a payment does not cover the total unpaid amount outstanding on a bill, and the bill includes charges for both Service and any other service, then the payment will be applied to the unpaid charges for Service and any other service pro rata, on the basis of the respective amounts for those charges.

### **8.8 Over Payments**

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

### **8.9 Dishonoured Payments**

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

### **8.10 Novelty Payments**

EEAI may refuse to accept payment when the Customer attempts to make payment by a cheque drawn on a form other than a bank cheque. EEAI follows the coin acceptance limitations

## EPCOR Energy Alberta Inc.

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specified in the *Currency Act*, S.C. 1985, c. C-52 as follows:

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

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

### **8.11 Other Occupants' Liability for Payment**

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

### **8.12 Owner's Liability for Payment**

In circumstances where:

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

the Property Owner shall be deemed to be the Customer of Record and shall be liable for payment for Services provided in accordance with the Regulated Rate Tariff until the date a new Customer of Record is determined by EEAI.

### **8.13 Disconnection for Safety or Business Reasons**

In the event that:

- (a) EEAI is of the reasonable opinion that continued provision of Service may cause damage to Facilities, the Distribution System or the AIES or interfere with or otherwise adversely affect any electric services provided by EEAI, EDTI or Fortis;
- (b) EEAI has not been provided with any or insufficient information to bill a Customer, or the premises or property served appear to EEAI, acting reasonably, to be vacant or not occupied by a Customer;
- (c) A Customer violates a provision of these RRT Terms;
- (d) The Customer has become a credit risk, in EEAI's reasonable opinion;

EPCOR Energy Alberta Inc.

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- (e) The Customer has tampered with a meter or Facilities that may affect metering to a Site; or
- (f) The Customer has provided EEAI with inaccurate information or is using Service for purposes not authorized by the EUA or these RRT Terms;

subject to limitations on disconnections in applicable legislation, EEAI may request EDTI or Fortis to disconnect electric service to the Site.

**8.14 Lost Bills**

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

**8.15 Responsibility for Collection Costs**

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

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

**8.16 Dishonoured Payments**

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

**ARTICLE 9 - RESPONSIBILITY AND LIABILITY**

**9.1 Requirements in the EUA**

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

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

EPCOR Energy Alberta Inc.

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**9.2 Interruption of Regulated Rate Service**

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

**9.3 Force Majeure**

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

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

**9.4 Limitation on EEAI Liability to Customer**

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

**9.5 Distribution Tariff**

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

**9.6 Indemnification by Customer**

Each Customer shall indemnify and hold EEAI and its employees, agents and contractors harmless from and against any claim for any loss, damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by EEAI (including charges

## EPCOR Energy Alberta Inc.

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or liability arising under EDTI's and Fortis' Tariff) arising out of or in any way connected with any failure by the Customer or its Facilities to comply with any of the provisions of EDTI or Fortis' Distribution Tariff applicable to the Customer or its Facilities or any legal or regulatory requirement related to Distribution Access Service required to be complied with by the Customer. Without limiting the generality of the foregoing, the Customer shall be liable to compensate EEAI for any costs, expenses or liabilities that it incurs under the provisions of any Owner's terms and conditions arising out of or connected with any action or inaction of the Customer related to Service.

### 9.7 EEAI Indemnification

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

### 9.8 EEAI Service Guarantee

EEAI shall provide a credit of \$75 to any customer who is subject to one of the following errors made by EEAI:

1. Customer was provided written notice of pending disconnection of service in error;
2. Customer was provided written notice of pending referral to a credit agency in error;
3. Customer was referred to a credit agency in error; or
4. Customer experienced disconnection of service in error.

Payment of the \$75 credit will not be provided where no error has been made by EEAI, and in particular the credit shall not be provided in the following circumstances:

1. EEAI's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice and the customer's payment crossed in the mail.
2. EEAI's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was in mail transit at the time the customer made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union.
3. The electric distributor disconnected a customer in error, rather than as instructed by EEAI.

EPCOR Energy Alberta Inc.

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4. EEAI's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was properly mailed, but the customer did not pick up the mail from locations such as a post office, super mail box, or home mail box.
5. EEAI's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was undelivered by the mail delivery service.
6. The customer attempted to make payment to the person dispatched by the electric distributor to disconnect the service, where such disconnection was not made in error, but that person was not authorized to accept payment

## **ARTICLE 10 - DISPUTE RESOLUTION**

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

### **10.1 Disputed Charges**

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

### **10.2 Resolution by EEAI and Customers**

If any dispute between EEAI and a Customer arises at any time in connection with the RRT Terms, EEAI and the Customer, acting reasonably and in good faith, shall use their reasonable efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved pursuant to this Article 10.2, a representative of EEAI and the Customer shall meet to attempt to resolve the dispute.

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

### **10.3 Resolution by a Third Party**

If any dispute had not been resolved pursuant to Article 10.2 within a reasonable time, EEAI and the Customer may pursue the matter with the AUC if the matter is within the AUC's jurisdiction

EPCOR Energy Alberta Inc.

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or pursue in Alberta any remedies available to them under applicable laws, including arbitration pursuant to the *Arbitration Act (Alberta)*.

**ARTICLE 11 - MISCELLANEOUS**

**11.1 Compliance with Applicable Legal Authorities**

EEAI and the Customer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the AUC, Independent System Operator or other governmental authorities having applicable jurisdiction. Neither EEAI nor the Customer will be required to violate, directly or indirectly, or become a party to a violation of any requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide or receive Regulated Rate Service. EEAI's obligation to provide Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of Service will have been obtained and will be in force during the period Service is provided.

**11.2 No Waiver**

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