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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 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.

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



than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

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

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

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

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

The Retailer's address for notice is:

**Retailer Name**  
Retailer Address

The Corporation's address for notice is:

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

Attention:  
Facsimile:

Attention: Customer Care Services  
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: xlv  
Effective: 2020-01-01  
Supersedes: 2019-01-01

**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: \_\_\_\_\_

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## **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 will not disconnect a residential or farm premise between October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius in the 24-hour period immediately following the proposed disconnection within the ATCO Electric service area. Any disconnection requests received from a Retailer during this period will be treated as a failed disconnect attempt and administered under Schedule C.
4. The Company may not disconnect a premise if it houses elderly people or contains medical equipment.
5. The Company will not disconnect a premise if the community at large or the occupant is under bereavement.

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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.

| APPLICATION  | FEE  |
|--|--|
| <b>(a) SETUP FEE</b><br>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.   | \$15.00 per Site   |
| <b>(b) RETAILER RE-ENROLLMENT FEE</b><br>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. | \$15.00 per Site   |
| <b>(c) REVOKE DE-SELECT</b><br>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.  | \$15.00 per Site   |
| <b>(d) RECONNECTION AND DISCONNECTION OF SERVICE</b>   |  |
| (1) Reconnection of electric service to any premises during the Company's regular business hours   | \$128.00   |
| (2) Reconnection of electric service to any premises after the Company's regular business hours, if requested by the Customer  | Company's actual costs<br>(\$128.00 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<br>(\$128.00 minimum)   |
| (4) Failed attempts to disconnect electric service to any premises during or after the Company's normal business hours   | Company's actual costs<br>(\$128.00 minimum)   |
| <b>(e) REQUEST FOR INTERVAL METER</b><br>Customer request for interval metering (for Operating Load under 500 kW):   | Cost of material and installation;<br>plus \$75.00 per month per meter<br>for ongoing operating and<br>maintenance costs |



| APPLICATION  |  | FEE                                       |
|--|--|---|
| <b>(f) SUPPLEMENTARY METER READS <sup>1/</sup></b><br>This fee applies for additional meter reads above the Company's standard meter read practices.   |  |   |
| (1) Conventional meter reads (AMR)   |  | \$9.00 per read per meter                 |
| (2) Conventional meter reads (non AMR):  |  |   |
| (i) Meter read to any premises during the Company's normal business hours  |  | \$128.00 per read per meter               |
| (ii) Meter read to any premises after the Company's normal business hours  |  | Company's actual costs (\$128.00 minimum) |
| <b>(g) BILLING and METER DISPUTES</b><br>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  |  | \$172.00 per evaluation                   |
| (2) Instrument Transformer Metering  |  | \$373.00 per evaluation                   |
| <b>(h) CUSTOMER USAGE INFORMATION REQUESTS</b><br>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. |  | \$117.00 per hour (minimum 1 hour)        |
| <b>(i) LATE PAYMENT CHARGE</b>   |  | 1.5% per month (19.56% per annum)         |

<sup>1/</sup> Standard Company Meter Reads:

- Interval meters..... Daily
- Conventional meters (AMR and non AMR type)..... Monthly or Bi-monthly