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## **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 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.



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## 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



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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.

### **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.





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## **SCHEDULE A — AVAILABLE EDTI INVESTMENT**

Schedule A available on EPCOR's website:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>



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**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:**

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.aspx>

**CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS ELECTRIC SERVICE AGREEMENT HAVE THE MEANINGS SET FORTH IN THE TERMS AND CONDITIONS.**

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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:



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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 13.1 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.



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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 AUC;
    - 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 <https://www.epcor.com/products-services/power/new-power-connection/Pages/default.aspx>
  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 AUC 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.



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- 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)412-3128 **Fax No.:** (780)412-7955

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



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## 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:

<https://www.epcor.com/products-services/power/Pages/terms-and-conditions.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 13 of the DCS Terms and Conditions. Termination of this Agreement will be subject to the Exit Charges as outlined in Section 13 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.



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The contents of this Agreement are understood and agreed to by [CUSTOMER NAME].

Per: \_\_\_\_\_  
Authorized Signing Officer

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_